

CONTACTS
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HOUSEHOLD GOODS BILL OF LADING
Camelback Moving Inc.
 2330 N. 31st Ave.
 Phoenix, AZ. 85009
 MC #603040 / USDOT #1635834

BILL OF LADING
 NUMBER _____
 DATE ORDER TAKEN _____
 PACK DATE _____
 LOAD DATE _____
 UNLOAD DATE _____
 EQUIP. NUMBER _____

Customer: This Bill of Lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, ship, pack, store, and/or perform the services shown. Before you sign this document it is important that you first read the entire document, including the back, and that you ask for an explanation of anything that is not clear or that is different from any previous information received from the carrier or the carrier's representatives. This contract is subject to

ORIGIN

Customer:
 Phone Number: _____
 Address: _____
 City: _____ State: _____ Unit: _____
 Addl Pick-ups: _____ Zip: _____

DESTINATION

Customer:
 Phone Number: _____
 Address: _____
 City: _____ State: _____ Unit: _____
 Addl Pick-ups: _____ Zip: _____

INTRASTATE ONLY

Confirm rate of \$ _____ / hour for _____ movers (_____ hour minimum). Customer agrees and understands that Camelback Moving is on the clock upon arrival at origin, through the load, through the drive to destination, and through the unload, until our truck and/or trailer has been fully reassembled. Billed in 15 minute increments. \$ _____ trip charge + all materials - \$ _____ deposit. If customer agrees, please sign

INTERSTATE ONLY

Confirm flat rate of \$ _____ for household goods shipment moving from _____ to _____
 Customer agrees and understands that this rate is contingent on the shipment meeting all terms and conditions of the estimate. If items are added, or additional services requested, Camelback Moving may, at their discretion, void or revise the estimate. Customer has also received, or declined, a copy of the

PAYMENT

The customer and carrier agree that payment, at time of delivery, will be made by: _____ CASH _____ VISA/MASTERCARD

DETAILS OF PACKING MATERIALS

Description	Quantity	Rate	Amount
Cartons - 1.5 cuft.			
3.0 cuft.			
4.5 cuft.			
6.0 cuft.			
Dish Pack			
Dish Pack Cell Kit			
Small Mirror Pack			
Large Mirror Pack			
Wardrobe			
Newsprint (10#)			
Paper Pads			
TOTAL			

ESTIMATES

The customer must initial the option selected

_____ did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.
 _____ understand this shipment is moving under a **binding estimate** and that I will be required to pay the amount shown on that estimate.
 _____ understand this shipment is moving under a **non-binding estimate**.
NOTE: If the charges shown on this bill exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days for the remaining balance.

DETAILS OF LABOR CHARGES

Start Time _____ Customer Initials _____
 End Time _____ Customer initials _____

VALUATION

The customer must initial the option selected

_____ **Basic Value Protection.** By initialing here, I agree to release this shipment to a value of 60 cents per pound per article per our Waiver and Release agreement, posted, in its entirety, on the reverse side of this contract.
 _____ **Replacement Cost Coverage.** By initialing here, I have purchased additional coverage through Baker's International, or a third party carrier of my choosing.

DETAILS OF TOTAL CHARGES

Description	Quantity	Rate	Amount
Labor Charge			
Labor Charge			
+ Trip Charge			
+ Materials			
+ SIT			
+ Additional Charges			
- Deposit			
Subtotal			
+ Gratuity			
BALANCE DUE			

STORAGE IN TRANSIT (SIT)

If shipment must be stored, customer must initial below

_____ understand that storage fees will be an additional \$ _____ per night if stored on one of our vehicles + an additional trip charge.
 _____ understand that if this shipment must be placed in a storage facility, the hourly rate will continue through the unload.
 _____ understand that if Camelback Moving Inc. secures the storage unit for me, I will be required to pay the current market rate for said facility with a one month minimum.

CREDIT CARD INFORMATION

Card Number: _____
 Expiration: _____ CVC: _____ Zip: _____
 Address: _____

CONTRACT TERMS AND CONDITIONS

I have inspected my goods and premises, including but not limited to elevators, floors, and stairwells. There are no damages except as noted. The cab and the back of the truck are empty and the job is complete. Customer Signature _____ Carrier Signature _____
 _____ I have received the customer comment card

CONTRACT TERMS AND CONDITIONS

WAIVER AND RELEASE AGREEMENT

Please read carefully

This is a release of liability and a waiver of certain rights

In consideration for receiving certain services from Camelback Moving, Inc. ("Company"), I agree to the following Waiver and Release:

I acknowledge that packing, loading, transporting and unloading property creates certain risks to my property and my person. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc., including risks to carpets and hardwood flooring, as well as risk of loss of cash, checks, bonds, jewelry, deeds, coin and stamp collections, alcohol, prescription medications, damages to fur or items lined with fur, particleboard furniture, firearms and/or ammunition, and plasma televisions. COMPANY STRONGLY RECOMMENDS THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH. Further, I could be physically injured by use of property damaged in the move, or through physical impact with furniture, boxes, or vehicles.

I further understand that transporting home appliances or preparing them for use after transportation is dangerous and could result in injury or damages. In particular, appliances may be installed improperly and result in flooding, electrocution, or fire. COMPANY STRONGLY RECOMMENDS THAT YOU HIRE A PROFESSIONAL SERVICE PROVIDER TO INSTALL ALL APPLIANCES. I acknowledge that installation of home appliances is my personal responsibility and not Company's.

I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) for damages to my property or person resulting from COMPANY'S NEGLIGENCE during the move or resulting from an improperly installed home appliance. Notwithstanding, the foregoing, I acknowledge Company is only responsible for \$.60 per pound of damaged or missing items and that I have had the opportunity to seek a higher degree of protection through insurance. I agree that I may not bring any claim for lost or damaged items more than nine (9) months after the move. By bringing a claim, I agree to permit Company any reasonable means to investigate my claim. I further acknowledge that Company is not responsible for the contents of any box it did not pack. And, Company's responsibility only extends to items while under its care and custody and terminates when it leaves the premises.

Except when transportation is performed under the provisions of Item 1(b) or tariff, the following Contract Terms and Conditions apply to all transportation performed by carrier in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the carrier.

This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

SECTION 1: The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried EXCEPT loss, damage or delay caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.
- (d) From terrorist activity, including action in hindering or defending against an actual expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term 'terrorist activity' means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including an governmental organization) to do or abstain from doing any act as an explicitly or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing.
- (e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's or the party's in possession liability; The carrier's or the party's in possession maximum liability shall be : The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article, or

SECTION 2: The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessary to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3:

- (a) The shipper, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) The shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4: If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipments to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5: If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face thereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6: As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid