

## Local Muscle Interstate Carrier Agreement

Unless an explicit agreement is made beforehand with the carrier, the customer is responsible for ensuring the carrier's ability to load any shipped items using a clear and direct route from the item's location to its destination vehicle or container.

The carrier shall not be responsible for gaining entry to non-public spaces, or for special instructions which have not been communicated explicitly to the carrier.

The customer is responsible for the accuracy of any information provided, such as contact information. The carrier shall not be held responsible for any delays or damages which occur due to any incorrect information provided by the customer.

The customer is responsible for informing the carrier of any packing, assembly, or disassembly required during the move. In the event that the completion of a move requires the carrier to assist with any packing, assembly, or disassembly of which the carrier has not been notified prior to the date of the move, the carrier does not guarantee that the job will be completed as otherwise agreed, especially with regard to any prior estimations of the time taken to complete the job.

**SECTION 1:** The carrier SHALL BE LIABLE for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT for loss, damage, or delay caused by or resulting from any of the following:

1. An act, omission, or order of the shipper
2. Any defect or inherent vice of the article(s), including susceptibility to damage because of atmospheric conditions such as temperature and humidity, or changes in temperature and humidity, and including any damage caused to items within containers which results from those items being placed carelessly in said containers or without sufficient protection, in such cases where the carrier has not handled those items individually and has only handled said containers.
3.
  - A. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any of the following:
    - I. Any government or sovereign power, or any authority maintaining or using military, naval, or air forces
    - II. Military, naval or air forces
    - III. An agent of any such government, power, authority, or forces
  - B. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war
  - C. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence
  - D. Seizure or destruction under quarantine or customs regulations
  - E. Confiscation by order of any government or public authority
  - F. Risks of contraband or illegal transportation or trade
4. Terrorist activity, including action in hindering or defending against an actual or 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" is defined here as any activity which is unlawful under the laws of the United States or any State, and which involves any of the following:
  - A. Hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building

**B.** Seizing or detaining, and threatening to kill, injure or further detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an implicit or explicit condition for the release of the individual seized or detained

**C.** An assassination

**D.** The use of any biological agent, chemical agent, nuclear weapon or device, explosive, firearm, or other weapon or dangerous device, with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property, for any purpose other than personal monetary gain

**E.** A threat, attempt, or conspiracy to do any of the foregoing.

**5.** 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.

**6.** From Acts of God

**SECTION 2:** The carrier shall not be liable for any delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by the breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier. The carrier shall not be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3:** The shipper, upon tender of the shipment to the carrier, and the consignee, upon acceptance of the delivery of the shipment from the carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs, This includes but is not limited to sums advanced or disbursed by the carrier on account of such shipment. The extension of credit to either the shipper or the consignee for such unpaid charges shall not thereby discharge the obligation of either party to pay such charges in the event that the party to whom credit has been extended shall fail to pay such charges.

**SECTION 4:** If for any reason, other than the fault of the carrier, delivery cannot be made at the address shown on the face hereof, or at any changed address of which the carrier has been notified, the carrier, at its option, may cause articles contained in the shipment to be stored in a warehouse, selected by the carrier, 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 the shipment is refused by the consignee at its destination, or if the shipper, consignee, or owner of the property fails to receive or claim the shipment within 15 days after written notice by United States mail addressed to the shipper and the consignee at the post office addresses shown on the face hereof, or if the shipper fails or refuses to pay applicable charges in accordance with the carrier's applicable tariffs, the carrier may sell the property at its option, either upon notice in the manner authorized by law, or at public auction to the highest bidder for cash at a public sale to be held at a time and place named by the carrier, 30 days notice of which sale shall have been given in writing to the shipper and consignee, and the public notice of which sale shall have been published at least once a week for 2 consecutive weeks in a newspaper of general circulation at or near the place of sale, with this notice containing a description of the property as described in the bill of lading and the name(s) of the shipper and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to the 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 the owner of the property. Any perishable articles contained in the shipment may be sold at public or private sale

WITHOUT any such notices, if, in the opinion of the carrier, such an action is necessary to prevent deterioration or further deterioration of such articles.

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

This contract is subject, in addition to the foregoing, to the further following limitations on the carrier's liability:

The carrier's maximum liability shall be either:

1. The lump sum value declared by the shipper, which may not be less than \$6,000 or \$6.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater.
2. The actual loss or damage not exceeding \$0.60 per pound of the weight of any lost or damaged article when the shipper has waived Full (Replacement) Value Protection and released the carrier, in writing, with liability limited to \$0.60 per pound per article.

The carrier reserves the right to refuse to transport any materials deemed toxic or hazardous. The term Hazardous or toxic materials includes but is not limited to: explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples include but are not limited to the following: nail polish remover, paints, paint thinners, lighter fluid, gasoline, fireworks, oxygen bottles, propane cylinders, automotive repair and maintenance chemicals, and radiopharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your household goods and certain smoking materials carried on your person. If you have any questions about anything you will need us to move, please discuss the item(s) in question before the move takes place. The shipper is responsible for notifying the carrier of any hazardous or toxic materials which may fall under this exception.

The shipper shall indemnify the carrier against the loss or damage of goods caused by inclusion in the shipment of explosives or dangerous articles or goods. The shipper shall further be liable for damage caused by the foregoing to any vehicles, equipment, or other goods belonging to the carrier.

The carrier reserves the right to refuse to enter any job site deemed to pose a health risk, including but not limited to the following factors:

1. The site appears toxic or otherwise biologically hazardous.
2. There are animals at the site, pets or otherwise, judged to pose a safety risk.
3. There are unsafe structural defects, such as stairways made of rotting wood, judged to pose a safety risk.

The carrier agrees that any claim or dispute between the carrier and the shipper(s), and any claim by either of the two said parties against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement,

whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, may, if the shipper agrees to arbitration after the time at which a dispute has arisen, be resolved by binding arbitration administered by the National Arbitration Forum under the Code of Procedure in effect when the claim is filed. The Code of Procedure and other information, including a fee schedule, may be obtained from the National Arbitration Forum website ([www.adrforum.com](http://www.adrforum.com)) or by calling 800-474-2371. Claims may be filed with the National Arbitration Forum via U.S. mail to P.O. Box 50191, Minneapolis, MN 55405-0191.

We are entering into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.