

LICENSE NO. \_\_\_\_\_

**ORDER FOR SERVICE WITH NON-BINDING ESTIMATE**

DATE OF ORDER \_\_\_\_\_ ORDER NO. \_\_\_\_\_

**NOTICE:** All charges to be paid as indicated before property is relinquished by carrier.

The mover agrees to accept payment by the following method:

- CASH     MONEY ORDER     CERTIFIED CHECK     OTHER \_\_\_\_\_

REQUESTED PACKING DATE: _____	REQUESTED LOADING DATE: _____	REQUESTED DELIVERY DATE: _____
<b>CONSUMER</b>	<b>PHONE</b>	<b>TO / STREET</b>
<b>FROM / STREET</b>	<b>FLOOR</b>	<b>CITY</b>
<b>CITY</b>	<b>STATE</b>	<b>LONG CARRY IN FT.</b>
<b>ELEV/STRS</b>	<b>ELEV/STRS</b>	<b>FLOOR</b>
<b>STATE</b>	<b>LONG CARRY IN FT.</b>	<b>ELEV/STRS</b>
<b>OTHER STOPS AT</b> _____		

**SHIPMENT PROTECTION PLANS**

**PROPERTY IS NOT COVERED FOR FIRE OR OTHER PERIL UNLESS OPTION 2 OR 3 BELOW IS SELECTED**

The public mover offers the following options in the event of damage to your shipment. These options are described in the "Mover's Responsibility for Loss and Damage" section of the brochure entitled "Important notice to Consumers Using Public Movers and Warehousemen." You must select one of the following options: You must sign for only one.

**OPTION 1: STANDARD VALUATION (No Charge):**

The consumer declines insurance and/or increased valuation. Any damages will be reimbursed at a value of \$.60 per pound per article.

**Consumer's signature accepting Option 1:**

**X** \_\_\_\_\_ Date \_\_\_\_\_

**OPTION 2: INCREASED VALUATION:**

The agreed or declared value of the property is specifically stated by the consumer and confirmed by his or her signature to be

\$ \_\_\_\_\_ Deductible \$ \_\_\_\_\_

For the entire shipment (or)

only for the following articles: \_\_\_\_\_

**Consumer's signature accepting Option 2:**

**X** \_\_\_\_\_ Date \_\_\_\_\_

**OPTION 3: INSURANCE:**

The consumer orders insurance of \$ \_\_\_\_\_ (Including a Deductible Amount of \$ \_\_\_\_\_)

**Consumer's signature accepting Option 3:**

**X** \_\_\_\_\_ Date \_\_\_\_\_

SPECIAL SERVICES OR NOTICES: \_\_\_\_\_

# IMPORTANT NOTICE

**ANY ESTIMATE OF CHARGES PREVIOUSLY FURNISHED BY THE PUBLIC MOVER IS NOT A GUARANTEE OR REPRESENTATION THAT THE ACTUAL CHARGES WILL NOT BE MORE OR LESS THAN THE AMOUNT OF THE ESTIMATE.**

**THE CONSUMER ACKNOWLEDGES RECEIPT OF THE BROCHURE ENTITLED "IMPORTANT NOTICE TO CONSUMERS USING PUBLIC MOVERS AND WAREHOUSEMEN" AS ORDERED BY THE DIRECTOR OF THE NEW JERSEY DIVISION OF CONSUMER AFFAIRS.**

\_\_\_\_\_  
CONSUMER'S SIGNATURE

\_\_\_\_\_  
DATE

The consumer hereby orders the services specified on the form "Estimated Cost of Services - Non-Binding", dated:

SIGNATURE OF CARRIER OR AUTHORIZED AGENT

DATE

CONSUMER'S SIGNATURE

DATE

**X** \_\_\_\_\_

**X** \_\_\_\_\_

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The public mover and/or warehouseman shall be liable for any loss or damage except as hereinafter provided.

(b) No public mover and/or warehouseman shall be liable for any loss thereof or damage or delay caused by the act of God, the act of a public enemy, the act of a public authority, quarantine, riots, strikes, the act or default of the shipper or consumer, or the nature of the property or defect or inherent vice therein. Except in cases of negligence of the public mover and/or warehouseman, no public mover and/or warehouseman shall be liable for the loss or damage or responsible for the condition, operation or functioning, where property or any part of it if packed and unpacked by the consumer or its agent. Except in cases of negligence of the public mover and/or warehouseman, no public mover and/or warehouseman shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the public mover and/or warehouseman's inspection and then only for such articles as are specifically listed by the consumer and receipted for by the public mover and/or warehouseman.

(c) Except in cases of negligence of the public mover and/or warehouseman, or party in possession of any of the property herein described, shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence, the public mover and/or warehouseman shall not be liable for loss, damage, or delay occurring while the property is stopped and held upon request of the consumer, owner, or party entitled to make such request, whether such request was made before or after the public mover and/or warehouseman comes into possession of the property.

(e) The public mover and/or warehouseman shall not be liable for loss or damage caused by fumigation, quarantine, or any other treatment if the shipment is infested by insects, pests or other vermin. The consumer or owner shall be responsible and liable to pay for or reimburse the public mover and/or warehouseman for all costs associated with fumigation, disinfection or other handling of infested goods.

Sec. 2. (a) No public mover and/or warehouseman is bound to transport the property by any particular schedule or otherwise than with reasonable dispatch. The public mover and/or warehouseman shall have the right in case of physical necessity to forward property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value other than the actual value is declared in writing by the consumer, or is agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such other value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) All claims against any public mover and/or warehouseman for loss, damage or delay of property or overcharge shall be filed in writing with the public mover and/or warehouseman within ninety (90) days after the consumer receives the goods. All suits for loss, damage or delay of property shall be commenced within two (2) years of the day the public mover and/or warehouseman disallows the claim, or any part or parts thereof, specified in the notice. All actions at law against the public mover and/or warehouseman for recovery of charges, or any part thereof, or for the recovery of overcharges shall begin within two (2) years from the time the cause of action accrues. The owner or consumer shall have no right to claim or sue against any owner-operator hired by the public mover. In any event, the owner operator shall have the benefit of all the public mover's rights and defenses.

(c) Any public mover and/or warehouseman shall have the full benefit of any insurance that may have been effected upon or on account of the property so far as this shall not avoid the policies or contracts of insurance; provided that the public mover and/or warehouseman reimburses the consumer for the premium paid thereon.

(d) Any claim for loss, damage, delay or overcharge whether made by the consignee, consignor or a third-party beneficiary shall be in writing and accompanied by the original paid Bill for transportation and original Order for Service and/or Bill of Lading, if not previously surrendered to the public mover and/or warehouseman. The public mover and/or warehouseman may require a certified or sworn statement of claim.

Sec. 3. Except where such service is required as the result of the public mover's and/or warehouseman's negligence, all property shall be subject to necessary coeprage, packing and repacking at the expense of the consumer or owner.

Sec. 4. (a) If property is not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination has been duly sent or given, or after placement of the property for delivery at destination at the time tender of delivery of the property to the party entitled to receive it, or at the address given for delivery, the goods may be kept in vehicle, warehouse or place of business of the public mover and/or warehouseman, subject to charges for storage and the public mover's responsibility and liability shall be as a warehouseman only. At the option of the public mover and/or warehouseman, the goods may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the public mover and/or warehouseman, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the Order for Service and/or Bill of Lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by the consumer or party entitled to receive it, or said consumer or party fails to receive or claim it within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the public mover and/or warehouseman may sell the property at public auction to the highest bidder, at such place as may be designated by the public mover and/or warehouseman: provided, that the public mover and/or warehouseman shall have first mailed, sent, or given to the consumer notice that the property has been refused or remains unclaimed, and that it will be subject to sale under the terms of the Order for Service and/or Bill of Lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two (2) successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published.

(c) Where perishable property which has been transported to destination is refused by consumer or party entitled to receive it, or consumer or party entitled to receive it shall fail to receive it promptly, the public mover and/or warehouseman may, in its discretion, to prevent deterioration or further deterioration, sell the same on the best available terms at private or public sale: provided, that, if there is time for service of notification to the consumer or owner of the refusal of the property, or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of the diligence requires, before the property is sold.

(d) Where the procedure provided for in the two (2) paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the public mover and/or warehouseman at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the public mover and/or warehouseman to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and any remaining balance shall be paid to the owner of the property sold.

(f) Where the public mover and/or warehouseman is directed to load property or render any services at a place or places where the consumer or his agent is not present, the property shall be at the risk of the owner before loading.

### ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

Sec. 5. No public mover and/or warehouseman will carry, store or be liable in any way for loss, damage or delay of any documents, specie, or articles of extraordinary value that are not specifically rated in the published classifications or tariffs, unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party shipping such goods shall be liable for and indemnify the public mover and/or warehouseman against all loss or damage caused by such goods and public mover and/or warehouseman will not be liable for safe delivery of the shipment.

### MOVER (CARRIER) WILL NOT RELINQUISH POSSESSION UNTIL ALL CHARGES ARE PAID

Sec. 7. The owner or consumer shall pay the public mover's and/or warehouseman's advances, tariff charges, packing and storage, if any, and all other lawful charges on said property: but, except in those instances where it may lawfully be authorized to do so, no public mover and/or warehouseman shall deliver or relinquish possession at destination of the property covered by this Order for Service and/or Bill of Lading until all tariff rates and charges thereon have been paid. The consumer shall be liable for the public mover's and/or warehouseman's advances, tariff charges, packing charges, storage and all other lawful charges. If the consumer gives erroneous information to the public mover and/or warehouseman as to identity of the beneficial owner, such consumer shall be liable to the public mover and/or warehouseman for any resulting additional charges. Nothing herein shall limit the right of the public mover and/or warehouseman to require prepayment of charges at the time of shipment. If, upon inspection, it is determined that the articles shipped are not the same as those described in this Order for Service and/or Bill of Lading, the mover's advances or tariff charges must be paid by the consumer upon the articles actually shipped. The public mover and/or warehouseman shall have a possessory lien for any unpaid moving, storage, handling or other tariff or necessary charges on all goods of the consumer or owner that are in the public mover and/or warehouseman's custody. The public mover and/or warehouseman shall have the right to sell any goods of the consumer or owner to satisfy any unpaid charges, whether such unpaid charges have accrued on goods remaining in the public mover's and/or warehouseman's possession, or on any other goods of the consumer or owner with respect to which the public mover and/or warehouseman is owed unpaid charges. The consumer or owner of the property shall be liable to the public mover and/or warehouseman for all collection costs, including reasonable attorneys' fees, incurred by the public mover and/or warehouseman to recover unpaid charges, plus interest at the rate of 18% per annum commencing from the date of the mover's release or delivery of the goods.

Sec. 8. If this Order for Service and/or Bill of Lading is issued on the order of the consumer in exchange or in substitution for another Order for Service and/or Bill of Lading, the consumer's signature to the prior Order for Service and/or Bill of Lading as to the statement of property value, or selection of the public mover's and/or warehouseman's liability level, or otherwise relating to the prior Order for Service and/or Bill of Lading, shall be considered a part of this Order for Service and/or Bill of Lading as fully as if the same were written or made in or in connection with this Order for Service and/or Bill of Lading.

Sec. 9. Any alteration, addition or erasure in this Order for Service and/or Bill of Lading which shall be made without the agreement and written notation of the public mover and/or warehouseman issuing this Order for Service and/or Bill of Lading shall be without effect and this Order for Service and/or Bill of Lading shall be enforceable according to its original terms.