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United Auto Transport Terms and Conditions

- AA United Auto Transports (dba United Auto Transport) is a registered broker (ICC/MC692196) and will be referred to
 hereafter as United Auto Transport or UAT. <u>United Auto Transport</u> is a licensed and bonded Property Broker. United Auto
 Transport is responsible for booking the shipment of cars with a licensed and insured Motor Carrier Corporation, who handle
 their own damage claims in a professional manner. Processing damage claims may take a few weeks, since the drivers must
 return to their terminals with the original Bill of Lading condition reports.
- 2. United Auto Transport, per this agreement, agrees to ship the vehicle(s) described in the quotation, using a reliable carrier designated by United Auto Transport, on or about the dates requested. As is standard in the auto transport industry, United Auto Transport and carrier cannot guarantee specific pickup or delivery dates. United Auto Transport or carrier are not responsible for car rentals.
- 3. This order is subject to all the terms and conditions of the carrier's straight bill of lading. Copies of the bill of lading are available at the office of the carrier and are incorporated herein.
- 4. By the owner or shipper's signature on the bill of lading, United Auto Transport and carrier are authorized to transport the vehicle from the pickup point to the point of delivery. United Auto Transport must be notified should the shipper be unavailable for pickup or delivery, and his agent must be designated at that time.
- 5. United Auto Transport does not guarantee any specific driver/carrier for the transport.
- 6. All payments for transport must be in the form of a cashier's check or cash on delivery. The Customer (Owner of shipper) agrees that if the payment cannot be made by cashier's check, the vehicle will be stored at Customer's expense. Should the customer, for any reason, be unable to accept delivery, the vehicle will be placed in storage. Any and all storage and/or delivery costs will be the responsibility of the customer.
- 7. The Customer is responsible for preparing the vehicle for transport. All loose parts, protruding or fragile accessories, low hanging spoilers, fog lights, antennas, etc., must be removed or retracted and properly secured. United Auto Transport or the carriers are not responsible for any part of the vehicle that might fall off during transport, nor are United Auto Transport or the carrier responsible for damage to third-party vehicle(s) that might be involved.
- 8. The Customer is responsible for deactivating any alarm system and must provide necessary keys and/or remotes for these.
- 9. United Auto Transport or carrier will not be responsible for any mechanical or electrical mal-functions, leaking fluids or exhaust systems.
- 10. United Auto Transport or the carrier will not be responsible for convertible tops that are loose, torn, or exhibit visible wear. United Auto Transport or carrier will not be responsible for vehicle boots, caps, masks, bras, or any other type of canvas or material covering.
- 11. It is the Customer or shipper's responsibility to ensure that the vehicle(s) is in proper working order. Should vehicle(s) become inoperable during transport, \$200.00 will be due at the time of delivery, in addition to any other moneys owed.
- 12. Federal regulations prohibit United Auto Transport or its carrier from knowingly transporting vehicles with personal items anywhere in the vehicle. If unbeknown by United Auto Transport or its carrier, such items are present in the vehicle(s), such items and any fines levied due to damage to such items, become the responsibility of the customer.
- 13. United Auto Transport or its carrier will not be responsible for acts of God (earthquakes, floods, fire, tornado, sandstorms, or hail storms), damage due to flying objects from the sky or road during transport, or any form of vandalism. The Customer must maintain his/her insurance for this purpose.
- 14. Should any damage occur due to negligence of the carrier, all compensation must be paid at the time of delivery. All damage must be properly noted in the bill of lading, and signed by the driver and the Customer, regardless of weather conditions or time of day. Signing the bill of lading without any notation of damage serves to verify that the Customer or his agent has received the vehicle in good condition, and that United Auto Transport and its agents are relieved of any further responsibility. The Customer or his agent must check the vehicle thoroughly upon delivery.
- 15. Within 24 hours of delivery, United Auto Transport or its agents must be notified of any damage that may have occurred during transport. The Customer must submit directly to the carrier, in writing, a thorough description of the damage, along with clear pictures, and 2 estimates within 10 days of receipt of the vehicle in question, for any resolution of the problem to be initiated. United Auto Transport, in good faith, will assist the Customer in this effort should such a problem occur, but in no way will United Auto Transport assume responsibility for any negligence of the assigned carrier. If the value of the Customer's vehicle is higher than the market value, United Auto Transport recommends that the Customer purchase a special insurance rider.
- 16. Any claim or controversy arising from this agreement, or performance or breach thereof, shall be subject to the jurisdiction of Los Angeles County, California. The Customer must specifically waive any right to jurisdiction of this matter at any other location. United Auto Transport can only be liable up to the amount of the deposit in the quotation furnished to the Customer. In no circumstance can <u>United Auto Transport</u> be held liable for damages caused by the designated carrier.

- 17. If the Customer places an order with us, the Customer has the option to cancel any time prior to the vehicle in question being assigned to a transporter, at no cost to the Customer. If the vehicle is booked on a transporter prior to the Customer's fax or email of cancellation, the Customer will lose the amount of the deposit and any applicable IP fee. If a full payment is made by credit card, any card processing surcharge is not refundable. UAT should have until the date of availability to work with before the order can be cancelled. All refunds are made in a form of check and do not include the credit card fee if payment was made in full.
- 18. If the assigned driver is unable to pick up a Customer's car at their designated pickup address due to traffic, street, or legal restrictions, the Customer must meet the driver at a nearby location to load the car.
- 19. If the Customer has a dispute regarding charges, the Customer shall notify United Auto Transport in writing. Should disputes be pursued by the Customer, the Customer shall assume any costs for the dispute/charge-back, including, but not limited to attorney's fees and collection agency fees.

International Terms and Conditions

- 1. Insurance is not included in your quote price. Insurance for ocean freight can be purchased at a percentage of the worth of the vehicle.
- 2. United Auto Transport is not responsible for any damage claims that occur during ocean transit. If insurance has been purchased, you will have a copy of your policy to defer to the insurance company.
- 3. Rates are based on the information provided by the customer when receiving a quote. Quotes are based on measurements of a vehicle as well as the weight. All quotes are estimates and are subject to change. The vehicles are weighed and measured at the ports to determine the final price.
- 4. Shipping dates are not guaranteed. Ship lines may change their sail dates last minute without warning. Some ship lines are on a first come first serve basis and they will load the vehicles that arrive at the port first based on the date of drop-off.
- 5. All vehicles must be empty during ocean transit. If they are not empty, the port will dispose of any extra personal belongings from the vehicle. If the vehicle transported by truck, it is the customer's responsibility to pay for the shipping of the items back to the pick up location, otherwise the personal items will be thrown away.
- 6. Payment must be received prior to booking the vehicle with a ship line. Required documents must be sent in with the payment as well. Customer is entitled to a full refund only if a booking has not been made with a ship line. If a booking has been made, then the customer will receive a partial refund. \$500 per unit will be deducted form the total amount along with any other fees that were incurred regarding customs clearance if there is a booking with a ship line. Refunds are sent in the form of a company check.
- 7. If the vehicle becomes inoperable, the customer is responsible for all fees regarding recovery of the vehicle from the port.

Liability Disclaimer

- 1. Damage to antennas (including antennas that do not retract to within 3 inches of the vehicles body) or car phones, this includes loss or damage to audio or video equipment not installed in the factory.
- 2. Damage not detected at pickup location, due to poor weather or lighting conditions.
- 3. Damage to cloth or vinyl convertible or decorative tops that over 2 years old.
- 4. Damage to T-tops, boots, bras, caps, or any other type of canvas covering.
- 5. Damage to exhaust system, suspension, undercarriage, wheel bearings, tie downs, brakes, alignment, tuning, battery charging system. United Auto Transport or its agents do not accept responsibility for these items, since no evaluation of these components or systems are made at the pickup location.
- Damage caused by leaking fluids, such as battery acid, motor oil, transmission fluid, brake fluid, power steering fluid, radiator coolant.
- 7. Damage caused by freezing of cooling system and/or battery.
- 8. Damage from fallout resulting from acts of God.
- 9. Damage caused by fluids or objects flying up from the roadway, or out of the sky.
- 10. Damage caused by failure of factory tie-downs or pull through frame tie down holes.
- 11. Damage of fines incurred because shipper left personal or household items in the vehicle.
- 12. Damage to, or caused by any vehicle that cannot be driven on or off the transport under its own power, whether because the vehicle will not run or has lost its braking system.
- 13. For more information on our services or policies, contact us today.