

Please fill out the following, so we can make sure your delivery as convenient and cost-effective as possible!



Full Name: \_\_\_\_\_

Date: \_\_\_\_\_

TS# \_\_\_\_\_

### Terms of Delivery

- Pricing may change if items are overweight/size, fragile, require additional storage, packaging, change of address, re-delivery, discovery, etc. Typical fee for each is \$75 per occurrence but is subject to change by special conditions of each occurrence.
- There will be a fuel surcharge associated with all deliveries. It is a minimum of 8% and is subject to change based on rising fuel cost and will change according to location in the United States.
- Once the trucks are scheduled and routed for delivery, deliveries will occur seven days a week and may require the client to schedule someone to meet the truck outside of normal business hours. Distinguished Transport will do their best to accommodate the client's schedule, however times may be impacted by traffic delays, weather, etc. It is the Customers responsibility to make themselves available to meet the truck or have someone able to receive the merchandise unless previously negotiated with Distinguished Transport Management.
- Delivery includes 1 hour of installation for items Distinguished Transport ships. If needed, additional time must be requested before scheduled delivery. Additional time without prior arrangement may only be allocated per driver's availability upon delivery. Any additional installation time will be charged per Distinguished Transports installation rates at 1 hour increments. Distinguished Transport only places the items where the client would like during this 1 hour time frame. If the client decides they need additional work such as hanging of art or mirrors the client is responsible for booking this ahead of the delivery being scheduled and this service would be billed at an hourly rate.
- Nominal pricing is applicable for pieces/items going to the same address; additional costs will occur if items are going to different addresses. Only items in the same metro area qualify for the additional pick-up or drop-off fee, all other deliveries are priced as separate deliveries as they may be routed on different trucks/schedules.

### Terms for Insured Purposes

- Distinguished Transport provides insurance for deliveries performed and may change the pricing in accordance to the value of the item or items. If any one of the pieces if over \$5k in value, the client is directly responsible of informing Distinguished Transport to ensure their piece is properly insured.
- Distinguished Transport has the right to refuse insuring an item(s) if the piece(s) is of the nature that the items is prone to damage due to the nature of the item(s). If the individual item has been previously repaired, cast iron, prepackaged before pickup, concealed damage not inspected during pickup, etc. Distinguished Transport will not insure the item or items being transported.
- Distinguished Transport will not cover failure of an item at any pre-existing condition.
- Distinguished Transport is only responsible for insuring items of the value of the purchase price. DT does not insure items over this value and is not responsible for Seller/Buyer fees or any other fees associated with the purchase of the item
- Distinguished Transport reserves the right to fix any item that can be repaired and is not responsible for any diminishment in value and DT reserves the right to use their own outside artisan or repairman to make a quality repair. This is Distinguished Transports right when securing transport/labor services
- In certain circumstances we will allow for a client to have their own work done but this is only when agreed upon by Distinguished Transport for those outside services.
- Distinguished Transport insures up to \$5k for damaged property on site while moving items. Any claim over \$5k will be denied and limited to the \$5k valuation. Failure to disclose narrow door ways, halls, stairways, and other unforeseen circumstances will void any property or furniture insurance and will not be paid by Distinguished Transport or Insurance Agents associated with Distinguished Transport. Additional insurance maybe purchased for property insurance based on approval from Distinguished Transport's Insurance companies' approval.

I have provided the correct delivery address(es) to DT: \_\_\_\_\_

I have read and agree to the Distinguished Transport's Terms of Service located on the back of this form: \_\_\_\_\_

I acknowledged I have read and understand this Form front and back and agree to the services rendered by the Distinguished Transport Team: \_\_\_\_\_



1. All work shall be completed for Customer/Client ("Consignor") in a workmanship like manner by Distinguished Transport ("Transporter") and in compliance with all codes and other applicable laws.
2. **CHANGES IN SCOPE OF WORK:** All change orders shall be in writing and signed by both Consignor and Transporter. Change Fees, Schedule changes & cancellation fees apply.
3. In the event Consignor fails to pay any periodic or installment payment due hereunder, Transporter may cease work without breach pending payment or resolution of any dispute. Consignor shall be responsible for all collection fees and attorney fees incurred as a result of Consignor's nonpayment or late payment, including late fees and interest charges at 1.5% per month.
4. In order to protect both parties from the expense and time of litigation, both parties agree that all disputes in connection with or arising out of this contract and/or the services performed hereunder shall be resolved in the State of Georgia by alternative dispute resolution. Specifically, each party agrees to mediate any and all claims first. Should mediation result in an impasse as determined by the mediator, both parties agree to submit their claim to binding arbitration in the State of Georgia in accordance with the commercial rules of the American Arbitration Association.
5. Transporter shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, or general unavailability of equipment, materials or supplies. **TRANSPORTER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The sole and entire maximum liability of Distinguished Transport, LLC and its Consignor(s), employees and agents for any reason, and Consignor's sole and exclusive remedy for any cause whatsoever, shall be limited to the amount paid by Consignor under this contract. By signing this agreement, Consignor acknowledges the importance of obtaining insurance for said item(s) and has either voluntarily elected to obtain or not to obtain insurance. The carrier is not responsible for loss, damage or delay to the goods described on the face of this agreement caused by an Act of God, public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, Consignor or consignee, authority of law or quarantine.
6. The Transporter is not responsible for damage to fragile articles that are not packed and unpacked by the contracting transporter or by that transport carrier's agent or employee; further damage to articles that are noted as damaged on this contract; damage to the mechanical, electronic or other operations of radios, phonographs, clocks, appliances, musical instruments and other equipment irrespective of who packed or unpacked such articles; deterioration of or damage to perishable food, plants, pets; loss of contents of consignor packed articles; damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the transporter is only liable for repair or recovery of the lost or damaged place or pieces; nor is Transporter responsible for damage to goods at the place or places of pick-up or delivery at which the Consignor or the Consignor's agent is not in attendance to sign for the receipt of such goods.
7. Transporter is not responsible for working condition of items including but not limited to electronics; gas, electric, and water appliances; automotive and mechanical devices prior to and after transportation and/or installation. Consignor is responsible for notifying transporter for any special care items and services necessary prior to transporting items.
8. Consignor hereby releases and holds Transporter harmless and not responsible for items requiring additional services including but not limited to: hook up; set up and/or breakdown; installation; artwork hanging and installation; wiring and/or rewiring; and connection and/or disconnection of services and appliances; and packing by Transporter of items that Consignor was responsible for packing.
9. The amount of any loss or damage for which the Transporter is liable, whether or not the loss or damage results from negligence of the transport carrier or the transport carrier's employees or agents, is to be computed on the basis of the value of the lost or damaged article(s) at the time and place of shipment.
10. **EXTRAORDINARY VALUE:** If such goods are not disclosed on the face of this Tare Sheet, the Transporter is not liable for loss or damage. The Transporter shall not be liable for property which at the time of loss has become obsolete or unusable for its originally intended purpose; any art, antiques, documents, jewelry, coins, specie or any articles of extraordinary value (over \$1000) unless by special agreement, notice and written disclosure with notation on the face of this document.
11. **ADDITIONAL CHARGES:** Prices are subject to change. Additional charges to cover the additional costs and/or coverage over the regulated per article charge must be paid by the Consignor. Quoted prices are subject to change if the project scope changes; number of items increases; sizes/weights/DV are more than initially represented; or added labor is required. Only one delivery attempt is included in price.
12. **DELAYS:** Failure by the Transporter to effect pick-up or delivery within the expected time frame shall not result in any reduction of charges or render Transporter liable for any costs or expense incurred by the consignor. Additional delivery attempts, changes in delivery location for the benefit of the Consignor, and delays caused by the Consignor will result in additional costs to Consignor.
13. **BASIC PROTECTION & REPLACEMENT VALUE PROTECTION (RVP) Conditions & Exceptions -** shall be subject to all conditions of carriage. All claims under the RVP are subject to a standard deductible to be paid by the client/Consignor. Protection plans do not cover any loss of value to an item due to damage and subsequent repairs. No liability shall be assumed if the Consignor or others assist or interfere in any part of the moving procedures. The Transporter shall not be liable for property which at the time of loss has become obsolete or unusable for its originally intended purpose; injury to goods resulting from previous injury or damage and/or improper repairs or assembly; damage to unstable furniture or the structural failure of the furniture whether noted or not under the item description or condition notes on the face of this document; ordinary wear and tear caused by moving procedures or deterioration due to temperature change or weather conditions; or injury due to the requirements of unusual or unique moving procedures caused by access restrictions or unusual time/labor demands placed on Transporter by Consignor; breakage of glass, stone and mirrors not packed and unpacked in special boxes/crates by Transporter. (Consignor must request and pay for this service.) Conditions - Transporter reserves the right to repair items at its discretion. No claim will be paid unless Consignor meets the following conditions: (1) report damage in writing with photos within 30 days; (2) allow Transporter to inspect item; (3) Transporter has first right to repair. No payment unless conditions met.
14. **HOLD HARMLESS:** Consignor hereby releases and holds Transporter harmless from any and all subrogation and other claims, demands, actions, judgments, and executions that the Consignor now has or may have against Transporter.
15. **NOTIFICATION:** Consignor agrees to notify the Transporter in writing within five (5) days of delivery with full particulars of any damage or loss. After initial notification, Claims for damage must be made in writing within thirty (30) calendar days and sent via Registered Mail to the Distinguished Transport office at 745 Chastain Road, Suite 1140, Bldg. Unit 304, Kennesaw, GA 30144 with all information and documentation required to process claim, including date stamped photos clearly depicting noted damage. Any Claim that does not follow the above process or falls outside the required thirty (30) day registered mail postmarked notification is null and void. All monies owed to the Transporter for services provided must be paid IN FULL before any claim will be fully processed.
16. **PARKING TICKETS:** The consignor shall be charged for all parking fees and tickets for illegal parking required during the move.
17. **SUBCONTRACTORS:** Transporter may at its discretion engage subcontractors to perform work hereunder, provided Transporter shall fully pay said subcontractor and remain responsible for the proper completion of this Contract. Increased costs of a subcontractor to meet Consignor's request for faster delivery service will be passed on to Consignor.
18. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
20. **CANCELLATION:** Distinguished Transport will refund a deposit and/or reschedule a move/project if notified of the change or cancellation with notice of 3 days (72 hrs.) for instate, 7 days for nationwide, or 2 weeks for international moves or projects. However, charges may be incurred for cancellations, per the Cancellation Policy below.
  - 20.1. Cancellation policies vary based on when the cancellation and/or change is placed. Cancellation and/or Change Fee in advance of ten (10) days of scheduled project: No Charge.
  - 20.2. Standard Cancellation Charge: Within 10 day to 72 hours of project: \$75; Within 72 to 24 hours of project: \$250 plus expenses incurred; Same Day Cancellation: minimum \$250 up to full project expenses and labor/truck/container charges.
  - 20.3. Change Fees: Schedule changes made within 48 hours of job may incur fees of \$25/change. Job change fees will apply to more than two (2) schedule changes on one job. Changes made within 24 hours of the scheduled job can be charged up to 75% of the entire job fee.
21. **PAYMENT:** Payment is due at the time of service. Unless Consignor has previously established a Business Account, ALL work MUST be paid for before or at time of delivery.
22. **FAMILY/FRIEND or DEEP DISCOUNT PRICING -** Consignor/Customer agrees to hold Transporter harmless from any and all claims, demands, actions, judgments, and executions that Consignor may have against Transporter in exchange for the Family/Friend of Family/Deep/Military discount provided. Discounted invoices must be paid at time of service or discounts will be voided.
23. **STORAGE RATES:** Distinguished Transport, LLC (hereafter referred to as the "Company"), will make available an area for storage for said items on reverse side of this page (hereinafter "the property"), approximate value of which is \$\_\_\_\_\_. Consignor agrees to pay the Company for the use of the storage space and all incidental charges, including but not limited to hauling, receiving and pull fees, and waste removal. All agreed upon charges will be paid at the time this contract is executed or based on a Company/Consignor approved and established Business Account.
24. **STORAGE TERM:** All privileges under this contract expire on \_\_\_\_\_. Consignor hereby grants the Company a special Power of Attorney for the limited purpose of removing and relocating all property left in the area beyond the termination date of this contract, at Consignor's sole risk and expense. The Company reserves the right to relocate property, and Consignor agrees to aid the Company in doing so, at the Company's discretion.
  - 24.1. Holding Over After Expiration of Term: If Consignor fails to remove the property by the expiration of the term, Consignor understands that Consignor will thereafter be charged at the posted daily transient rate.
  - 24.2. **BEWARE: THE PROPERTY MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY STORAGE.**
  - 24.3. **INDEMNITY:** Consignor agrees to indemnify the Company against all claims, actions, proceedings, injuries, damages and liabilities, including attorney's fees and collection fees, arising from or connected with Consignor's possession and use of the storage space, including expenses incurred in the removal from the premises of the property.
  - 24.4. **WARRANTY:** The Company makes no representation regarding the safety of any storage facility. Consignor agrees to hold harmless, protect and indemnify Company from and against any and all loss, costs, damage, claims, suits, action at law and judgment, including attorney's fees, which may arise out of any loss, injury to or death of person(s).
  - 24.5. Check one: ☐ Consignor agrees to maintain liability on my property during the storage period. Storage is accepted at my own risk or ☐ Consignor elects to purchase insurance from the Company and Consignor agrees to pay \$\_\_\_\_\_ for that coverage. Claims shall be made to: \_\_\_\_\_.
  - 24.6. **MAINTENANCE:** Consignor will keep the storage area clean and litter free. Nothing will be stored therein without prior written permission from the Company. Consignor understands and accepts that damages will be assessed against Consignor for any damages to the storage areas. No employment of outside commercial labor will be permitted without first gaining the Company's approval and providing adequate certificate of insurance.
  - 24.7. **NO BAILMENT:** Consignor understands and accepts that Consignor has full control over the property and, as such, a bailment is not created by use of the storage area. Consignor maintains sole responsibility for the property.
  - 24.8. **RULES AND REGULATIONS:** The Company reserves the right to amend the terms and conditions of this Agreement from time to time, and to make or change reasonable rules and regulations for the operation of the storage area; however, the stated charges shall not be changed if there is a stated term/period for this Agreement. Consignor agrees to abide by the following and any additional rules and regulations of the Company.
  - 24.9. All outside Commercial Labor must register upon entering and leaving the Company's premises and present a certificate of insurance satisfactory to the Company prior to the starting of any work. They must also conduct their activities in a safe and clean fashion, leaving the Company's premises in the same condition as when they arrived.
25. **COLLECTION INTEREST/LEGAL FEES:** Consignor agrees to pay late fees in the amount of \$25/month, and interest on the balance due including late charges of 1.5% per month; and, in the event that any amount due the Company is referred to a collection agency or an attorney for collection, Consignor agrees to pay, in addition to fees and interest thereon, any and all fees and collection charges including reasonable collection fees to a collection agency, attorney's fees and all court costs.