

CONTRACTUAL CLAUSES

1. For the purpose of this Agreement 'customer name' listed on reverse side shall hereinafter be referred to all "Customer."
2. It is understood and agreed by the Customer that United Car Movers. (hereinafter referred to as UCM) is not the actual transporter. UCM is an agent for the broker MC-627924.
3. Customer warrants that he/she is the registered legal owner of the vehicle, or that he/she has been duly authorized by the legal owners to enter into agreement for transportation of the vehicle.
4. It is understood and agreed that the indicated pickup date, stated at the front of this Agreement, unless otherwise specifically guaranteed in writing, is strictly estimated and UCM cannot be held responsible, and Customer agrees not to hold UCM responsible, in the event that the auto transporter obtained by UCM for Customer is late in picking up Customer's vehicle(s) and /or delivering Customer's vehicle(s), regardless of the length of the delay.
5. It is understood and agreed that the deposit paid by customer is for services to be provided by UCM to Customer pursuant to paragraph 2 above. Said deposit will be refunded to Customer only if the order has not been assigned to a network carrier and the Customer notifies UCM of its desire to cancel its move (7) seven days prior to the first day of the estimated pick up date. In all other respects and /or circumstances, the deposit paid by Customer is non-refundable unless UCM fails to assign a transporter within 14 days of the estimated pick up date. **ONCE YOUR ORDER HAS BEEN ASSIGNED TO A CARRIER, SAID DEPOSIT IS NON-REFUNDABLE.**
6. It is understood and agreed that if a carrier has been assigned to the order and attempts to make a pick up and the customer is unable to release the vehicle, a fee of \$50.00 will be required to reschedule. Such fee will be charged to the same credit card authorized for the deposit given by the customer upon placing the order.
7. It is understood and agreed upon that should the vehicle(s) contracted for pick up as a running unit become inoperable during transport or is inoperable when the carrier arrives to load the vehicle, an inoperable fee of \$200.00 will be added per inoperable vehicle upon delivery.
8. It is understood and agreed that if a carrier cannot deliver or pick up a vehicle directly to or from the customers door due to restrictions, it is the customers responsibility to meet the driver at a designated location.
9. All delivery dates and times are only estimates. United Car Movers does not agree to transport the vehicle(s) in time for any particular market or event and will not be responsible for any loss or damage resulting from delay. **NO EXPRESS OR IMPLIED WARRANTIES ARE MADE WITH RESPECT TO DELIVERY TIMES OR DATES.**
10. It is understood and agreed that UCM will not be liable for or reimburse any auto rental accruals or any other additional expenses incurred.
11. Customer acknowledges and understands that the insurance advertised, is not insurance purchased by UCM on Customer's behalf but rather is insurance represented by the auto transporters insurance company. The insurance will be relayed to customer by the designated auto transporter.
12. Customer shall identify any damage to any vehicle(s) by noting the damage on the Bill of Lading received by Customer at the time of delivery. Any claims related to such noted damage must be submitted in writing to the transporter. **IN NO EVENT SHALL UCM BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES.**
13. This agreement shall be construed and governed in accordance with the laws of the State of Florida and any and all actions, causes of actions or lawsuits brought by either party shall and must be brought in the applicable state court in and for Ft. Lauderdale, Broward County, Florida Customer agrees that the services provided by UCM for Customer were solely in the State of Florida and any and all actions and /or obligations to be conducted by UCM under this agreement would have been done or were done solely in the State of Florida. Customer agrees that any judgment obtained in violation of this provision against UCM shall be deemed null and void. Should UCM be required to enforce or defend and provisions of this Agreement or be involved in any legal proceedings as Plaintiff or Defendant, Customer shall be responsible for and shall pay any and all costs and reasonable attorney's fees incurred by UCM.
14. Any notice required to be given by Customer to UCM pursuant to this Agreement shall be sent and shall be considered to be delivered on the date when delivered to and delivered by UCM by pre-paid U.S. Registered or Certified mail, return receipt requested, properly addressed to: CUSTOMER SERVICE, United Car Movers. 3500 North State Road 7 Suite 333-A, Lauderdale Lakes, FL 33319. No facsimile or telephone call by Customer or on Customer's behalf shall be deemed sufficient. Notice under this Agreement. Likewise, no notice(s) sent by regular mail by Customer to UCM shall be deemed sufficient under this provision and /or Agreement.
15. In the event that any provision(s) of this Agreement shall be held invalid or unenforceable, the remaining provision(s) hereof shall remain in full force and effect. If any provision is held invalid or unenforceable in any particular circumstance, such provision shall remain in full force and in effect in all other circumstances. If any provision contained herein should be determined to be unenforceable, invalid or illegal in any respect for any reason, such provision shall be revised and / or interpreted to make enforceable to the maximum extent permitted by law. No waiver by UCM of any breach by Customer of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach, prior and / or subsequent of the same or any other term, covenant or condition of this or any other agreement. No waiver or specification of any term of this agreement shall be deemed valid unless by express agreement in writing subscribed to by the parties hereto.
16. The agreement sets for the entire agreement and understanding for the parties hereto with respect to the subject matter of this Agreement, superseding any and all prior and /or contemporaneous promises, agreements and understanding, written or oral, pertaining thereto.
17. Customer's represents that he / she is over the age of (18) eighteen and is otherwise permitted by law to enter into this Agreement. Customer further acknowledges that he / she has had ample opportunity to read this agreement prior to entering into same and that he / she understands the terms and provisions of this Agreement and has voluntarily entered into same.
18. Customer may not unilaterally change any term or condition of this Agreement without the express written consent of UCM. UCM expressly rejects any term of Customer which purport to bind UCM to Customer's terms without negotiation. If Customer regards any terms herein as unsatisfactory, Customer's should promptly notify UCM so that the parties can determine if mutually satisfactory term can be agreed upon. If the parties do not expressly agree in writing to modifications; these terms will control.
19. As stated on the front of this Agreement, Customer understands and agrees that should Customer fail to execute or return this Agreement, by allowing a carrier designated by UCM to pick up customer's vehicle(s) Customer expressly agrees and consents to the terms contained in this Agreement.

Initials