

# Bill of Lading

## Service and Charges

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 Maple Grove, MN 55369  
 Phone: 952-474-6683  
 Fax: 952-252-0851  
 www.localmotion.com



Order Number: \_\_\_\_\_

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

<p style="text-align: center;"><b>Customer Data</b></p> <hr/> <p style="text-align: center;"><b>SHIP FROM</b></p> <p>Customer Name: _____</p> <p>Street Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone: _____</p> <hr/> <p style="text-align: center;"><b>SHIP TO</b></p> <p>Customer's Name: _____</p> <p>Street Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone: _____</p> <hr/> <p style="text-align: center;"><b>THIRD PARTY FREIGHT CHARGES BILL TO</b></p> <p>Company Name: _____</p> <p>Street Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone: _____</p> <p style="font-size: small;">The carrier's maximum liability for loss and damage to a shipment is limited to 60 cents per pound per article, subject to a maximum liability of \$1.25 time the actual weight in pounds of the shipment, unless the shipper declares a different value and pays to the additional charges as provided in carrier's tariff.</p> <p>Shipper hereby releases the entire shipment to a value not exceeding:</p> <p>_____</p> <p>(Declared load value or 60 cents per pound per article)</p> <p><b>Notice: The shipper signing this contract must insert in the space above his declaration of the actual value of the shipment, or the words 60 cents per pound per article. Otherwise the shipment will be deemed released to a maximum value equal to \$1.25 times the weight of the shipment in pounds. In order to preserve your rights to recovery, a claim for loss or damage, injury or delay must be filed in writing within (9) months after delivery to consignee</b></p> <p><b>X</b> _____</p> <p style="text-align: center;">Customer/Shipper's Signature                      Date</p>	<p style="text-align: center;"><b>Initial Only After Load Completion</b></p> <p>Customer and Team Leader have completed a final walk through at the customers load location(s) and agree the load has been completed to the customer's satisfaction</p> <hr/> <p style="text-align: center;"><b>Initial Only After Completion of Service</b></p> <p>Customer and Team Leader have completed a final walk through and inspected truck and agree the service has been completed to their satisfaction</p> <hr/> <p style="text-align: center;"><b>Service Charges</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Member Name</th> <th style="width: 10%;">Start</th> <th style="width: 10%;">End</th> <th style="width: 5%;">Break</th> <th style="width: 5%;">Total</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>Combined Labor Hours _____</p> <p>Mover Rate Per Hour _____</p> <p style="text-align: center;"><b>Total Labor Cost</b> _____</p> <p>Pro-Rated Storage _____</p> <p>Overnight/Rental Truck Fee _____</p> <p>Piano/Gun Safe Fee _____</p> <p>Destination Fee _____</p> <p>Other Charges _____</p> <p>Packing Supplies _____</p> <p>Sales Tax _____</p> <p style="text-align: center;"><b>Moving Charges Subtotal</b> _____</p> <p>Deposit Amount _____</p> <p style="text-align: center;"><b>Subtotal (less Deposit)</b> _____</p> <p>Gratuity _____</p> <p style="text-align: center;"><b>Grand Total Due</b> _____</p> <p style="text-align: center;"><b>Amount Paid Charge 1</b> _____</p> <p style="text-align: center;"><b>Amount Paid Charge 2</b> _____</p> <p style="text-align: center;"><b>Remaining Balance</b> _____</p> <p><input type="checkbox"/> Paid in Full           </p> <p>Lic#: _____ ST: _____</p> <p>Account/Authorization #: _____ SC: _____</p> <p>Shipment Received in good order. Services shown were performed satisfactorily.</p> <p><b>X</b> _____</p> <p style="text-align: center;"><b>Customer/Shipper's Signature                      Date</b></p> <p style="font-size: x-small;">Notice to Shipper: Please read all terms and conditions printed or stamped hereon. Shipment is subject to all rules, regulations, rates, and charges in lawfully applicable tariff filed with the Minnesota Department of Transportation. All charges will be audited, and, if necessary, corrected by refund or additional billing. All charges are payable to the driver unless credit is previously approved by the carrier. Any unpaid balance will be charged a 10% open invoice fee. <b>See reverse side for contract terms and conditions.</b></p>	Member Name	Start	End	Break	Total																																								
Member Name	Start	End	Break	Total																																										
<p style="text-align: center;"><b>Estimates</b></p> <p>Original Time: _____ Updated Time: _____</p> <p>Original Furniture: _____ Updated Furniture: _____</p> <p>Original Box: _____ Updated Box: _____</p> <p><b>Notice: Customer understands and agrees that all estimates are just that, estimates and non-binding. The actual costs are based upon the actual time spent conducting the service including all destination and travel fees. Local Motion will not be responsible for inaccurate information given by the customer that causes their service to lengthen in time and they are responsible for any additional time over the estimate.</b></p> <p><b>X</b> _____</p> <p style="text-align: center;">Customer/Shipper's Signature                      Date</p>																																														
<p style="text-align: center;"><b>Customer Authorization</b></p> <p><b>Customer Authorization</b></p> <p>The customer agrees to Local Motion running an authorization on their account for team leader estimate and understands a hold will be placed on those funds. Change in payment could result in up to a 7 banking day wait in the release of said funds. Funds authorized above actual charged amount may also remain held for that same time frame.</p> <p><b>X</b> _____</p> <p style="text-align: center;">Customer/Shipper's Signature                      Date</p>																																														

# Contract Terms and Conditions

## Subject to terms and conditions of the carrier's tariff on file with the Minnesota State Department of Transportation

**1. NON-BINDING ESTIMATE OF SERVICES**

The customer agrees the move estimate is non-binding the move costs are based on the actual time of the service including in-route charges and destination, piano and other fees set by Local Motion. The customer agrees Local Motion will not be responsible for inaccurate information provided by the customer that may lengthen the time of the service from the original estimate of time per the phone conversation and the customer will be liable for any additional time over the estimated cost over the move.

**2. UNFORSEEN SITUATIONS**

Local Motion will not be held liable for delays that have caused by unforeseen situations stated in the moving guide provided by Local Motion.

**3. TRANSPORTATION TERMS/LIMITATION OF CARRIERS LIABILITY**

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 condition or flavor of perishable articles, and EXCEPT documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value including accounts, antiques, bill, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters, packets of letters,

Articles of peculiarly inherent value, precious metals or articles manufactured therefrom, which are not specifically listed on the bill of lading, and EXCEPT loss or damage caused by or resulting.

- (a) From an act, omission or order of shipper, or from the acts of God (Natural as opposed to human causes)
- (b) From insects, moth, vermin and ordinary wear and tear
- (c) From defects or inherent defect or hazardous characteristic of the article
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.

This contract is also subject to the following additional limitations of the carrier's liability which shall be either.

- (a) The actual loss or damage not exceeding \$1.25 times the actual weight (in pounds) of the shipment, or the lump sum of declared value, whichever is greater or
- (b) The actual loss or damage not exceeding 60 cents per pound of the weight of any loss or damaged article when the shipper has released the shipment to the carrier, in writing, with liability limited to 60 cents per pound per article in case of loss or damage.
- (c) If the shipper places a total value on the shipment in excess of 60 cents per pound per article, the total value must be insured by the shipper if the shipper is to recover more than 60 cents per pound per article in case of loss or damage.

The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bond to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of the shipment and the point of the destination.

**4. The shipper shall be liable for any and all charges applicable under the carrier's tariff and pay therefore as provided in said tariffs.**

- (a) The shipper upon tendering or offering the shipment to the carrier, and the consignee, upon acceptance of delivery of shipment from the carrier, shall each be liable for all unpaid charges payable on account of the shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of the shipment. The extension of credit to either the shipper or consignee for the unpaid charge shall not thereby discharge the obligation of the other party to pay such charge in the event the party to whom credit has been extended shall fail to pay the charges.
- (b) The shipper shall assume responsibility in place of the carrier for loss or damage caused by inclusion in the shipment of explosive or dangerous goods.

**5. In order to preserve your rights to recovery, a claim for loss or damage, injury or delay must be filed in writing within (9) months after delivery to consignee as shown on the front of this contractor in case of failure to make delivery, then within nine (9) months after reasonable time for delivery has elapsed; a suit must be instituted against the carrier within in two (2) years and one (1) day from the date when the notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts specified in the notice. When a claim is not filed or suit is not instituted in accordance with the above provisions, carrier shall not be liable and the claim will not be paid.**

**6. The motor carrier shall have a lien on the property for all transportation charges and costs, attorney's fees and expenses.**

**Storage in Transit**

- 1. Storage in transit of shipments in the holding of the shipment in the warehouse of the carrier or its agent, for storage, pending further transportation, and will be done only a specific request of the shipper. For the purpose, a carrier may designate any warehouse to serve as its agent.
- 2. Subject to tariff rules, payment for accumulated transportation and other lawful charges, at the options of carrier, may be required from consignor or consignee at time storage in transit shipment is delivered to the warehouse.
- 3. Except as otherwise provided in tariffs, storage in transit shipments may be stored for a period not to exceed ninety (90) days from the date of unloading into the warehouse (except shipments moving on a United States Government Bill of Lading which may be stored for one hundred and eighty (180) days from date of unloading into the warehouse) When not removed at the expiration of the time limit specified, the warehouse shall be considered the destination of the shipment and its bill of lading shall be considered the warehouse operator's receipt. And the warehouse operator shall be agent for the shipper and the property shall be subject to the rules, regulations and charges of the warehouse operator's tariff and supplements on file with the Minnesota Department of Agriculture.

**VALUATION - LIABILITY**

**1. NOTICE TO SHIPPER ABOUT SHIPMENT VALUATION:** The basic liability for loss or damage to an article that is transported or warehoused is 60 cents per pound per article. The charges for transportation and/or warehousing are based upon that liability because carrier does not know the value of the goods. This liability is far less than the average value of household goods. As an example, if your shipment weighs 12,000 pounds, the maximum recovery that you would receive if the entire shipment were lost or totally damaged would be \$7200.00.

**2. INCREASE THE LIABILITY TO THE FULL REPLACEMENT VALUE:** If the shipper wants the carrier to be liable for the full replacement value of any articles that are lost or damaged, shipper must state in writing on the estimate/bill of lading the replacement value of the entire shipment. Replacement value is the market cost of replacement of any lost or damaged article(s). If shipper fails to state the replacement value then the maximum liability of carrier is 60 cents per pound per article.

**3. EXTRAORDINARY (UNUSUAL) VALUE ARTICLES:** If the shipment contains any item that is of a value in excess of \$100.00 per pound such an item must be specifically identified and declared. If this is not done then the maximum liability of carrier will be limited to \$100.00 per pound per article under the full replacement option. Identified extraordinary articles will be subject to additional charges.

- (a) Carrier has the option to repair the article or to pay the amount of loss at either 60 cents per pound or replacement depending on shipper selection of valuation.
- (b) If shipper undervalues the shipment, any payment for a loss will be reduced by the percentage amount of the undervalue.

**CHARGES FOR INCREASED LIABILITY**

Protection Level	\$250 Deductible	\$500 Deductible
\$15,000	\$105	\$77
\$20,000	\$140	\$100
\$25,000	\$175	\$125
\$30,000	\$210	\$150
\$35,000	\$245	\$175
\$40,000	\$280	\$200
\$50,000	\$350	\$250
\$60,000	\$420	\$300
\$75,000	\$525	\$375