

TERMS AND CONDITIONS

The following is a contract between the broker, **Executive Auto Transport**, herein referred to as **Broker** and the customer, herein referred to as **Customer**.

1. **Customer** warrants that it is the registered legal owner of the vehicle, or that it has been authorized by legal owners to enter into this **Agreement**.
2. **Customer** agrees to pay the price quoted for delivered vehicles, including all COD amounts and any additional charges initially agreed upon. COD's must be paid in cash, cashiers check or money order.
3. **Customer** shall inform Executive Auto Transport if the vehicle is inoperable (unable to be driven under its own power) or oversized (lift kit, oversized tires, dually, etc.). If carrier is not informed prior to pick-up, all extra charges must be paid prior to delivery. The **Customer** shall prepare the vehicle for shipment including all non-permanent outside mounted luggage and other racks prior to shipment.
4. **Broker** and its agents will not be liable for damage caused by leaking fluids, freezing, or antennas not tied down. Inspection of mechanical functions, exhaust systems, alignment, suspension or tuning of engine are not practical at time of shipment. **Broker** and its agents shall not be liable for damages not caused by their negligence, including: damages caused by mechanical malfunctions; defective or insufficient brakes, parking brake or parking gear; overloaded vehicles; acts of God; damage caused by tie downs that break or tear due to vehicle's age or conditions; any damages caused by the loading or unloading of inoperable vehicles; any convertible tops that are loose, torn, or have visible wear, bras, or any other type of canvas or material covering; damage that is undetectable due to vehicle's dirty condition at the time of pickup. If the vehicle shall become inoperable during transport an additional \$100 will be charged to the customer.
5. Executive Auto Transport does not agree to transport the vehicle on any particular truck, nor in time for any particular event, due to possible delays caused by weather, road conditions, mechanical problems, etc. **Broker** shall use its best efforts to deliver the vehicle within the estimated time frame; however, because unforeseeable factors could delay delivery beyond the estimated time frame, **Broker** does not guarantee the date or time of delivery.
6. Vehicle should be free of any personal or household items. **Broker** and its agents are not responsible for personal items left in vehicle, nor for damage caused to the vehicle from excessive or improper loading of personal items. The following items are not allowed to be in the vehicle at time of shipment: electronic equipment, valuables, plants, pets, alcohol, drugs, firearms, explosives, ammunition, flammables, jewelry, furs, money or contraband.
7. In case the owner or its agents are unavailable and/or unreachable on or 24 hours prior to the delivery scheduled date, storage and a redelivery charge will be assessed. **Customer** shall pay any and all costs, including storage, towing and additional delivery costs incurred as a result of **Customer's** breach of any warranty or obligation under this **Agreement**. **Customer** agrees to hold **Broker** and its agents harmless of any costs, expenses, damages, losses and claims caused by **Customer's** breach of any warranty or obligations under this **Agreement**. **Customer** shall not be entitled to refunds for services rendered. Auto rental accruals will not be honored.
8. The vehicle will be covered by the carrier's (agent) cargo insurance up to the vehicle's market value. Any claim for loss or damage must be noted and signed on the condition report at time of delivery. Signing the agent's bill of lading at destination without notation of damages shall be evidence of satisfactory delivery of the vehicle. Any claim of damages caused by assigned carrier must be made within 5 (five) days of delivery and must be reported to the **Broker** and the designated carrier. Customer will not seek to charge back a credit card or stop a check to offset any dispute for damage claim.
9. In the eventuality that **Customer** decides to cancel an order within seven (7) days of placement with **Broker**, the **Customer** will be charged a \$50 processing fee. If **Customer** decides to cancel the order after a carrier has already been assigned, **Customer** will be charged a \$100 cancellation fee.

10. This supersedes all prior written and oral representation of **Broker** and constitutes the entire **agreement** between **Customer** and **Broker** and may not be changed except in writing signed by an officer of **Broker**.



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