

# **A ODYSSEY AUTO TRANSPORT**

**(A.O.A.T.)**

**16408 Hughes Mountain Road**

**Winslow, AR 72959**

**After placing your order, to check status call**

**1-800-635-6526**

**Fax 1-479-839-2444**

**e-mail: [marvin@odysseytransportation.com](mailto:marvin@odysseytransportation.com)**

**Customer/Carrier Contract Terms & Conditions**

## **GENERAL PROVISIONS**

1. Shipper warrants that it is the registered legal owner of the vehicle, or that it has been duly authorized by the legal owners to enter into this Agreement. For the purposes of this contract the terms "Shipper" and "Customer" are interchangeable.
2. In the event that Shipper cancels this order, Shipper shall pay A.O.A.T. a cancellation charge of \$200.00 in addition to any other amounts due under this Agreement.
3. Shipper upon tender of shipment to A.O.A.T. or its agent, and the consignee upon acceptance or delivery of shipment from A.O.A.T. or its agent, shall be jointly and severally liable for any and all unpaid charges payment on account for shipment, including but not limited to, sums advanced or disbursed by A.O.A.T. or its agent on account of such shipment and any and all costs of collection including costs and reasonable attorneys fees.
4. Shipper shall not leave personal belongings in vehicle except those attached to and a part of the vehicle. A.O.A.T. shall not be responsible for loss of or damage to personal belongings, including without limitation any personal property which is not factory-installed, that are not a part of the vehicle.

5. Unless the order has been pre-paid, or other arrangements have been made, Shipper shall pay all COD amounts, including any additional charges, in cash or certified funds.
6. Signing A.O.A.T.'s bill of lading or the agent's bill of lading at destination without notation of damages shall be evidence of satisfactory delivery of the vehicle. Claims must be made to A.O.A.T. in writing within ten (10) days of delivery with pictures of specific damages claimed, Carrier shall not be liable directly, in subrogation or by assignment to owner's insurance for any payment made under owner's insurance covering the vehicle while in Carrier's possession.
7. A.O.A.T. and its agents shall not be liable for damages not caused by their negligence, and Shipper agrees to submit claims for such damages to Shipper's insurer, including without limitation the following:
  - a. Minor damages such as scratches, scrapes and chips that result from normal road conditions, wear and tear;
  - b. Damages caused by leaking fluids, battery acids, cooling system anti-freeze solution, industrial fallout, acts of God, mechanical malfunctions, exhaust assembly, frame alignment, tire damage, suspension, glass damage, overloaded vehicles, defective or insufficient brakes, parking brake or parking gear, road hazards (i.e. flying debris);
  - c. Damage to convertible tops that are loose, torn or visibly worn prior to transport;
  - d. Damage to vehicle boots, caps, masks, bras and any other type of covering;
  - e. Damage caused because vehicle cannot be driven on or off transporter under its own power;
  - f. Damage caused by tie downs that break or tear due to vehicle's age or condition;
  - g. Damage that is undetectable due to vehicle's dirty condition at the time of pickup;
  - h. Auto rental costs.
8. Shipper shall prepare the vehicle for shipment including without limitation removing or properly securing all batteries, loose parts, fragile or protruding accessories, low hanging spoilers, antennae, etc.

9. Shipper shall pay any and all costs, including without limitation, storage, towing and additional delivery costs incurred as a result of shipper's breach of any warranty or obligation under this Agreement, Shipper agrees to indemnify, defend and hold A.O.A.T. and its agents harmless for any costs, expenses, damages, losses and claims caused by Shipper's breach of any warranty or obligation under this Agreement. Shipper/customer shall not be entitled to refunds for services rendered.
10. Shipper agrees to pay any additional charges including but not limited to, charges incurred above and beyond, due to oversized/inoperable vehicle not previously stated, storage, or towing. These charged shall be added to the *Total amount of Shipment* stated at the beginning of this contract and payable in cash or certified funds upon or prior to delivery of vehicle.
11. The provisions of this Agreement are severable, and the invalidity and unenforceability of any provision herein shall not affect the enforceability of the remaining provisions which shall remain in full force and effect, This Agreement supersedes all written and oral agreement between A.O.A.T. and Shipper and may not be changed except in writing by an officer of A.O.A.T. The parties agree that any legal action arising out of this Agreement must be filed in a court of competent jurisdiction within the State of Arkansas. Shipper hereby submits to the jurisdiction of such courts and waives any and all defenses based on lack of personal jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.
12. Shipper designates \_\_\_\_\_ or \_\_\_\_\_, as the receiver of the vehicle.
13. Shipper shall provide A.O.A.T. with a copy (front & back) of specified Credit Card and included permission to use Credit Card should cardholder differ from Shipper, via fax or as an e-mail attachment.

## **TRUCK TRANSPORT**

1. Carrier warrants and Shipper acknowledges that carrier, A.O.A.T. is licensed by the Interstate Commerce Commission of the U.S. Government holding both Motor Carrier and Broker authority under Certificate No. 224729.
2. This order and any shipment hereunder is subject to all terms and conditions of A.O.A.T.'s bill of lading, copies of which are available to Shipper at the office of A.O.A.T. and the terms of which are incorporated herein by this reference.
3. Shipper's signature, Shipper's agent's signature or the posting of a deposit with A.O.A.T. shall be considered agreement by Shipper to all terms and conditions of this contract.

4. By Shippers signature, Shipper's agent's signature or the posting of a deposit with A.O.A.T., A.O.A.T. and the motor carrier transporting the vehicle and their agents and employees, jointly and separately are authorized to operate and transport the vehicle from point of origin to the destination specified in the Bill of Lading. A.O.A.T. is authorized to drive said vehicle at origin and destination between the points of loading/unloading and pickup/delivery, respectively.

The parties acknowledge and agree that in the event that there are any problems regarding truck delivery, Interstate Commerce Commission regulations require that all outstanding freight charges be paid without deductions. The Shipper agrees to properly note any damage claimed when the driver is making the delivery, and to pay the balance of the delivery charges in cash or certified funds. Any claim of damage caused by A.O.A.T. or its agents must be made within five (5) days of delivery in writing, specifying the damage claimed, and must be accompanied by two written estimates for repair and photographs of claimed damage. If A.O.A.T. does not actually transport the vehicle, the carrier actually transporting the vehicle shall be liable for any and all damage claims arising from the transport. The Shipper agrees to file all claims with such carrier as identified on the bill of lading/delivery receipt, and to bring any legal action for damages against such carrier only. The Shipper agrees to release and hold harmless A.O.A.T. from any such claims, All subcontractors hired for truck transport are insured and have ICC Authority on file with A.O.A.T. which are available to Shipper upon request.

5. After Shipper makes the vehicle available to A.O.A.T. for transport, A.O.A.T. shall use its best efforts to deliver the vehicle within fourteen (14) business days. However, because unforeseeable factors could delay delivery beyond fourteen (14) business days, A.O.A.T. does not guarantee the date or time of delivery.
6. Shipper shall pay an additional \$200.00 for each inoperable vehicle, (including vehicles which become inoperable after delivery to A.O.A.T.), and an additional \$300.00 for each oversized vehicle, unless such vehicles are disclosed as being inoperable or oversized, respectively at the inception of this contract with A.O.A.T. Inoperable vehicles are not insured during loading and unloading.
7. While A.O.A.T. and its agents are driving the vehicle for purposes of parking, storage and other purposed incidental to performance of the obligations under this Agreement, A.O.A.T. shall have the full benefit of any insurance that has been effected by Shipper on the vehicle or said property, unless said insurance coverage is void while the vehicle or property is in the possession of A.O.A.T. and its agents. In the event that fluids leaking from Shipper's vehicle (including without limitation battery acid and transmission fluid) cause damage during transport to other vehicles transported by A.O.A.T., Shipper shall be liable for any such damage.

8. Guaranteed Truck Service Only (Exclusive Use). A.O.A.T. disclaims any guarantee of delivery date for regular truck service. However, for Shippers ordering Guaranteed Truck Service (Exclusive Use), A.O.A.T. shall deliver vehicle within fourteen (14) days of the date A.O.A.T. receives Shipper's shipping order and vehicle is made available for shipping. In the event A.O.A.T. is unable for any reason to deliver vehicle within fourteen (14) days, A.O.A.T. and Shipper agree that A.O.A.T.'s liability for such inability shall be limited to reimbursement of Shipper's car rental up to a maximum rate of forty dollars (\$40.00) per day, per vehicle shipped, not to exceed a cumulative total of four hundred dollars (\$400.00).

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Total amount for shipping \$

**PLEASE SIGN AND RETURN TO:**

A.O.A.T.  
16408 Hughes Mountain Road  
Winslow, AR 72959

e-mail: [marvin@odysseytransportation.com](mailto:marvin@odysseytransportation.com)

Fax: 1-479-839-2444 or call

1-800-635-6526

1-479-839-8320 local