

HOUSEHOLD GOODS BILL OF LADING

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Camelback Moving Inc.

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MC #603040 US DOT#1635834

Customer: This Bill of Lading establishes a contract between you and the household goods carrier. It confirms Instructions and authorizes the carrier to move, ship, pack, store, and/or perform the services shown. Before you sign this document, It is Important that you first read the entire document, including the back, and that you ask for an explanation of anything that is not clear or that is different from any previous information received from the carrier or the carrier's representatives. This contract is subject to conditions on the back of this form.

ORIGIN

DESTINATION

Confirm rate of \$ / hour for movers (hour minimum). Customer agrees and understands that Camelback Moving is on the clock upon arrival at origin, through the load, through the drive to destination, and through the unload, until our truck and/or trailer has been fully reassembled. Billed in 15 minute increments. S trip charge + all materials - \$ deposit. If customer agrees, please sign here: _____

PAYMENT

The customer and carrier agree that payment, at end of each day(s) work, will be made by:

- CASH
 VISA, MC, DISCOVER, AMEX
 INVOICE
 NO CHECKS

ESTIMATES

The customer must initial the option selected

I understand this shipment is moving under a non-binding hourly rate. I will be required to pay the balance due upon completion of the move.

I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.

VALUATION

The customer must initial the option selected

Basic Value Protection. By Initialing here, I agree to release this shipment to a value of 60 cents per pound per article per our Waiver and Release agreement, posted, in its entirety, on the reverse side of this contract.

Replacement Cost Coverage. By Initialing here, I have purchased additional coverage through Baker's International, or a third party carrier of my choosing.

STORAGE IN TRANSIT (SIT)

If shipment must be stored, customer must initial below
 I understand that storage fees will be an additional \$ per night if stored on one of our vehicles + an additional trip charge.

I understand that if this shipment must be placed into storage, the hourly rate will continue through the unload.

I have inspected origin and all items Camelback Moving has been instructed to remove, are gone from the premises.

CREDIT CARD INFORMATION

Card Number:

Expiration: CVC: ZIP:

Street No:

Charge balance to the card used for the deposit.

Authorization Signature: _____

DETAILS OF PACKING MATERIALS

Description	Quantity	Price	Amount
Cartons - 1.5 cuft.			
3.0 cuft.			
4.5 cuft.			
6.0 cuft.			
Dish Pack			
Lamp Cartons			
Mattress Bags			
Large Mirror Pack			
Wardrobe			
Newsprint (10#)			
Paper Pads			
Tape			
TOTAL			

DETAILS OF LABOR CHARGE

START TIME -			START TIME -		
END TIME			END TIME		
BREAKS -		CUSTOMER	BREAKS -		CUSTOMER
TOTAL TIME =		INITIAL	TOTAL TIME =		INITIAL
RATE @		ABOVE	RATE @		ABOVE
TOTAL =			TOTAL =		

DETAILS OF TOTAL CHARGES

Description	Quantity	Rate	Amount
Labor Charge			
Labor Charge			
+ Trip Charge			
+ Materials			
+ SIT/Storage			
+ Addl Charges			
Cost of Services			
+ Gratuity			
Subtotal			
+ CC Surcharge			
Total before Deposit			
- Deposit			
DUE			
BALANCE			

I've inspected the cab & the back of the truck and they are empty. I've also inspected my goods & premises, including, but not limited to elevators, floors, & stairwells. There are no damages except as noted and job is complete.

Customer Signature: _____

I have been informed that a representative from Camelback Moving will do a follow up call.

Carrier Signature: _____

WAIVER AND RELEASE AGREEMENT

Please read carefully

This is a release of liability and a waiver of certain rights

In consideration for receiving certain services from Camelback Moving, Inc. ("Company"), I agree to the following Waiver and Release:

I acknowledge that packing, loading, transporting and unloading property creates certain risks to my property and my person. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc., including risks to carpets and hardwood flooring, as well as risk of loss of cash, checks, bonds, jewelry, deeds, coin and stamp collections, alcohol, prescription medications, damages to fur or items lined with fur, particleboard furniture, firearms and/or ammunition, and plasma televisions. COMPANY STRONGLY RECOMMENDS THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH. Further, I could be physically injured by use of property damaged in the move, or through physical impact with furniture, boxes, or vehicles.

I further understand that transporting home appliances or preparing them for use after transportation is dangerous and could result in injury or damages. In particular, appliances may be installed improperly and result in flooding, electrocution, or fire. COMPANY STRONGLY RECOMMENDS THAT YOU HIRE A PROFESSIONAL SERVICE PROVIDER TO INSTALL ALL APPLIANCES. I acknowledge that installation of home appliances is my personal responsibility and not Company's.

I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) for damages to my property or person resulting from COMPANY'S NEGLIGENCE during the move or resulting from an improperly installed home appliance. Notwithstanding, the foregoing, I acknowledge Company is only responsible for \$.60 per pound of damaged or missing items and that I have had the opportunity to seek a higher degree of protection through insurance. I agree that I may not bring any claim for lost or damaged items more than nine (9) months after the move. By bringing a claim, I agree to permit Company any reasonable means to investigate my claim. I further acknowledge that Company is not responsible for the contents of any box it did not pack. And, Company's responsibility only extends to items while under its care and custody and terminates when it leaves the premises.

Except when transportation is performed under the provisions of Item 1(b) or tariff, the following Contract Terms and Conditions apply to all transportation performed by carrier in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the carrier.

This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

SECTION 1: The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried EXCEPT loss, damage or delay caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.
- (d) From terrorist activity, including action in hindering or defending against an actual expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term 'terrorist activity' means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including an governmental organization) to do or abstain from doing any act as an explicitly or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing.
- (e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's or the party's in possession liability; The carrier's or the party's in possession maximum liability shall be : The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article, or

SECTION 2: 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 bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessary to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3:

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

SECTION 4: If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipments to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5: If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face thereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6: As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid