

Contract Terms and Liability Disclaimer

1. Baier Transport LLC (carrier) will pick up and deliver as close to Customer's door as legally and safely as possible. A mutually agreed upon place to load or unload the vehicle(s) may be necessary due to low hanging trees, low hanging wires, narrow streets and residential area restrictions.
2. **Baier Transport LLC** shall provide Customer with an estimated pickup and estimated delivery date. However, delays may occur prior to, and/or during, transport due to weather, road conditions, mechanical problems, etc. There are absolutely no guarantees regarding pickup or delivery times and dates. **Baier Transport LLC** shall not be held responsible for loss or damages occasioned by delays of any kind or for any reason, car rental fees or any accommodation fees. **Baier Transport LLC** shall not be held liable for failure of mechanical or operating parts of Customer's vehicle.
3. Customer must prepare vehicle for transport. All loose parts, fragile accessories, low hanging spoilers, etc. must be removed or secured. Customer shall remove all non-permanent, outside mounted luggage and other racks prior to shipment. Vehicles must be tendered to Carrier in good running condition (unless otherwise noted) with no more than a half tank of fuel (preferably 1/4 tank). Any part of the vehicle that falls off during transport is Customer's responsibility including damages caused by said part to any vehicles(s) and/or person involved.
4. Customer must disarm any alarm system installed in the vehicle or provide proper instructions for this matter. In the event said alarm sounds and there are no keys or instructions to turn it off, Carrier may silence alarm by any means.
5. It is illegal for drivers to transport personal items in the car. Should a driver allow person items here are the following rules: Luggage and personal property must be confined to one suitcase OR one bag in the trunk only, with no heavy articles, and is not to exceed 100 lbs and these items cannot be visible. **Baier Transport LLC** is not liable for personal items left in vehicle, nor for damage to vehicle caused by excessive or improper loading of personal items. No personal property shall be transported in customer's vehicle(s) that includes, but is not limited to, Explosives, Guns, Ammunition, Flammable Products, Narcotics, Negotiable and Legal Papers, Alcoholic Beverages, Jewelry, Furs, Money, Live Pets, Live Plants or any unlawful contraband. Customer agrees that Baier Transport LLC may confiscate or dispose of said items with no remuneration. **Baier Transport LLC** will not be held responsible for delivery of personal property. If Customer wishes to put items in the vehicle, he does so at his own risk. Not all drivers will accept personal property in the car. We are not responsible for any charges for shipping household good items the driver will not take.
6. If the vehicle is inoperable or oversized (dual or oversized wheels, extra-large, racks, lifted, limo, etc.) Customer must inquire as to the extra charges. If **Baier Transport LLC** is not advised of inoperable or oversized/modified vehicles prior to pickup, all extra charges must be paid in cash or money order to the carrier upon delivery. No cars will be moved without keys.
7. Customer agrees that **Baier Transport LLC** has the right to reject (cancel) any order for any reason at any time.
8. At the time of pickup, Customer and Carrier will carefully inspect the vehicle for pre-existing damage (exterior only) by completing a vehicle inspection report recorded on the Bill of Lading. Carrier and Customer will both acknowledge the condition of the vehicle and Customer will sign and receive a copy of the Bill of Lading.
9. At the time of delivery, Customer and Baier Transport LLC will carefully inspect the vehicle for possible damages incurred during transit. Carrier and Customer will both acknowledge the condition of the vehicle and Customer will sign and receive a final copy of the Bill of Lading.

Damage must be noted in the proper place on the Bill of Lading and signed by Customer regardless of weather conditions, time of day or day of week. Signing the Bill of Lading and inspection report without notation of any damage verifies that Customer has received his vehicle(s) in satisfactory condition, and that Baier Transport LLC their agents are relieved of any further responsibility. Carrier damage claims are covered by a minimum of \$2,000,000 public liability and property damage including cargo coverage \$500,000. All claims must be submitted in writing within 24 hours of delivery. **Baier Transport LLC** will share insurance policy details upon request.

Customer agrees and understands that all claims for damage to property arising out or occurring during the taking possession of, transporting, or delivery of Customer's property falls under the Carmack Amendment, if the transport is interstate.

As outlined in Section 10761 of the Interstate Commerce Act ([49 USC 10761](#)) the payment of freight charges may not be postponed due to alleged loss or damage. These charges should be paid in full and the portion applicable to the lost or damaged item should be included in the freight claim.

The following items are important to remember:

- a) Claims and payment of freight charges are two entirely different transactions.
- b) ICC regulations prohibit withholding the payment of freight bills due to a pending claim. ([Administrative Ruling No. 128](#))
- c) Without payment of the freight charges, payment for transportation has not been made. A valid claim will not be paid until freight charges are made.

10. **Baier Transport LLC** will not be responsible for damage caused by acts of God, hail or storm damage, or damage resulting from worn/broken parts of vehicle or added personal items.
11. Customer shall, in their absence, designate a person to act as their agent at the point of pickup and/or delivery if for any reason they are unavailable.
12. Customer warrants that he/she will pay the full transportation price due to **Baier Transport LLC** in full and will not try to offset any dispute for damage claims and/or delays etc. from freight (transport) charges. All payments must be in the form of cash, cashier's check or money order – no exceptions. Customer agrees that if the payment cannot be made by these methods, the vehicle will be stored, at Customer's expense, until Customer pays in full all transport charges. Should Customer be unable to accept delivery for any reason, the vehicle will be placed in storage. Any and all storage and re-delivery charges will be the responsibility of Customer.
13. This Agreement shall be construed in accordance with the laws of the New Hampshire.
14. The parties here agree that all actions or proceedings arising in connection to this agreement shall be tried and litigated exclusively in the State or Federal (if permitted by law and a party elects to file an action in federal court) courts located in Rockingham County, in the state of New Hampshire. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section. By action of this provision, the parties agree to submit to the personal jurisdiction of the aforementioned court.
15. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
16. Invalidity or unenforceability of one or more of the provisions in this Agreement shall not affect any other provisions of this Agreement.