



**NEWCOMB TRANSPORTATION AND LOGISTICS, INC.
CUSTOMER VEHICLE SHIPPING AGREEMENT**

I, _____ hereafter referred to as Owner or Owner’s Agent agree

1. Owner or Owner’s Agent warrants that he/she is the registered legal owner of the vehicle(s), or that he/she has been duly authorized by the legal owner to enter into this Agreement.

2. The vehicle(s) will be transported by one of our trucking affiliates, who shall be referred to herein as “Carrier”. Owner agrees to allow Newcomb Transportation & Logistics to act as its agent in dealing with the Carrier and to exercise its efforts on Owner’s behalf in placing the order with the Carrier they deem fit. Said Carrier will route vehicle(s) from origin to destination by a suitable route and does not agree to any specific routing. The Carrier is authorized by Owner to operate and transport Owner’s vehicle(s) between its pick-up and destination set forth on this shipping contract.

3. Owner shall authorize someone to accept delivery of the vehicle(s) at the designated destination. Any claim for damage(s) must be noted on the Bill of Lading at the time of delivery. A claim for damage not documented on the Bill of Lading will not be honored. Pursuant to Federal Highway Administration law, any claim for damage(s) must be taken up directly with the trucking company to whom Newcomb Transportation & Logistics brokered the shipment. The claim must be submitted to the Carrier within fifteen (15) days of delivery, in writing, specifying damage claimed. The claim must be accompanied by two (2) written estimates for repair and photographs of claimed damage as well as a signed copy of the Bill of Lading where the damage was documented upon delivery. If there is any damage, liability for same lies solely with the trucking company, not Newcomb Transportation & Logistics Transport. Newcomb Transportation & Logistics will furnish Owner/Agent with the name, address and phone number of the trucking company used for transport and will assist in providing any other necessary information should a claim arise.

4. Newcomb Transportation & Logistics agrees to make all efforts possible to provide the most expedient shipment of described vehicle(s) insofar as they will not compromise its standard of safety or quality. Owner/Agent and Newcomb Transportation & Logistics understand that any shipment may be delayed due to mechanical failure, adverse weather or road conditions, driver illness, supply and demand for trucks, drivers, etc... Newcomb Transportation & Logistics will only reimburse for any delivery exceeding fourteen (14) days at a rate of \$35.00 per day. If the parties agree to delay delivery of a vehicle(s), the fourteen (14) day guarantee does not apply. Vehicle(s) that are picked up and held for the purpose of accommodating Owner’s schedule will commence when the carrier picks up the vehicle(s) from the local pick-up location. The fourteen (14) day delivery guarantee only applies to shipments within the continental United States.

5. In the event that there are any problems regarding transport of the vehicle(s), all outstanding freight charges must be paid without deductions. Owner/Agent agrees to inspect their vehicle(s) upon delivery and note any damage claimed on the Bill of Lading while the driver is making the delivery. Owner warrants that he/she will pay all tariffs due Newcomb Transportation & Logistics for delivered vehicle(s) and will not seek to invalidate credit card charges or stop payment on a check to offset and dispute damage claims. Interstate Commerce Commission regulations require that all tariffs be paid in full before a claim can be processed.

6. The Carrier actually transporting the vehicle(s) shall be liable for any and all damage claims arising



from the transport. Owner 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. Owner agrees to release and hold harmless Newcomb Transportation & Logistics from any such claims. All Carriers hired for truck transport have insurance on file with Newcomb Transportation & Logistics. Newcomb Transportation & Logistics will not honor car rental for autos that are in the process of being repaired due to damage that occurred while in transit.

7. Any legal action against Newcomb Transportation & Logistics must be filed in the North County branch of the San Diego County Superior Court. By executing this agreement, Owner waives any and all rights to litigate elsewhere. The prevailing party in any litigation initiated under this agreement shall be entitled to reasonable attorney's fees and court costs incurred.

8. Pick up and delivery is door to door unless residential area restrictions apply, such as weight restrictions, overhanging trees, steep hills, cul-de-sacs, speed bumps or the maneuverability of the truck is restricted. Newcomb Transportation & Logistics agrees to provide. Carrier to pick-up and deliver your vehicle(s) as promptly as possible in accordance with your instructions, but cannot guarantee pick-up or delivery on a specified date. Pick-ups by appointment are available for an additional fee by smaller auto carriers.

9. Carrier will attempt to notify Owner/Agent of delivery of vehicle(s) 12-24 hours prior to the actual delivery. If Owner/Agent is not available at delivery, after attempted notifications of arrival, the vehicle(s) will be delivered to a terminal at the discretion of Newcomb Transportation & Logistics or our Carrier. There will be an extra charge for storage and delivery. All COD, terminal fees, and additional trucking fees, if any, are due and payable to Newcomb Transportation & Logistics or our Carrier in either cash or cashier's check before release of the vehicle(s) to Owner/Agent. Owner must provide complete and correct pick-up and delivery information at the time the order is booked. Should any of this information change prior to pick-up or delivery, Newcomb Transportation & Logistics must be notified at least 48 hours prior to pick-up or delivery. In the event this information is not relayed to our office and Carrier attempts a pick-up or drop off, the Owner will be responsible for paying for any dry run and/or re-delivery charges.

10. If your vehicle(s) is oversized (longer than 16 feet, taller than 7 feet, has dual wheels, racks, etc.), please inquire as to extra charges. If Newcomb Transportation & Logistics or the Carrier is not advised of inoperable or oversized vehicle(s) prior to pick-up all extra charges will be added as C.O.D. charges at time of delivery. An additional fee of up to \$300.00 will be added for inoperative vehicle(s). This includes vehicles that will not start under their own power at time of delivery. Owner/Agent is responsible for damage to any vehicle(s) that cannot be driven on or off the transporter under its own power. Brakes must be in good working condition.

11. Carrier is not liable for damage caused to vehicle(s) from excessive or improper loading of personal items. CARRIER IS NOT LICENSED TO CARRY HOUSEHOLD GOODS OR PERSONAL ITEMS AND WILL NOT BE RESPONSIBLE FOR ANY LOSS OR CITATIONS AS A RESULT OF EXCESSIVE WEIGHT IN VEHICLE (S). CARRIER WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL BELONGINGS INCLUDING, WITHOUT LIMITATION, ANY PERSONAL PROPERTY WHICH IS NOT FACTORY INSTALLED, THAT ARE NOT A PART OF THE VEHICLE (S). Any costs, damages, sit time or citations issued to Carrier due to or caused by excess weight of vehicle(s) or personal items in vehicle will be the sole responsibility of Owner. An additional fee may be added if personal items are left in vehicle(s), based on weight of such items. Carrier reserves the right to charge an additional fee for any personal items and excessive packing of vehicle.

12. THE FOLLOWING ITEMS ARE NOT TO BE IN THE VEHICLE (S) AT TIME OF SHIPMENT: EXPLOSIVES, GUNS, AMMUNITION, FLAMMABLE PRODUCTS, NARCOTICS, NEGOTIABLE AND LEGAL PAPERS, ALCOHOLIC BEVERAGES, JEWELRY, FURS, MONEY, OTHER ARTICLES OF



UNUSUAL VALUE, LIVE PETS, PLANTS OR CONTRABAND.

13. Prior to shipment, Newcomb Transportation & Logistics shall have the right to refuse to ship Owner's vehicle(s). In such case, Newcomb Transportation & Logistics Auto Transport shall return to Owner any payment already made by Owner.

14. Should order be canceled for any reason, no cancellation fees will be assessed.

15. Carrier will not knowingly transport any uninsured vehicle(s). If vehicle(s) is not insured and Owner fails to notify Carrier of such, Carrier is not held responsible for any claims made against the Owner by third parties.

16. If vehicle(s) is vandalized either during shipment or while awaiting shipment, Carrier will not be responsible, Owner will have to submit claim to his/her own insurance or absorb the loss if there is no insurance. The carrier will not be responsible for any damage not resulting from transporter negligence.

ALL VEHICLES ARE INSURED BY THE CARRIER WITH NO DEDUCTIBLES EXCEPT AS NOTED BELOW:

NOTE: NEWCOMB TRANSPORTATION & LOGISTICS AND THE CARRIER WILL NOT BE LIABLE FOR THE FOLLOWING:

1. Damage caused by leaking fluids, battery acids, cooling system, brake systems, antifreeze solutions, rock chips, minor chips or scratches caused by highway gravel or low hanging trees, industrial fall-outs and acts of God.

2. Articles left in vehicle.

3. Owner is responsible for preparing vehicle for shipment. All loose parts, fragile or protruding accessories (i.e., non-retractable antennas including car phone antennas), low hanging spoilers, running boards, hub caps, license plates, etc. must be removed and/or properly secured. Any part of the vehicle that falls off in transit is the customer's responsibility, including damages to any and all vehicles involved.

4. Owner is responsible for completely disarming any aftermarket alarm systems installed in the vehicle. The customer must provide remote to the alarm system. In the event the car alarm sounds, the transporter is required to silence the alarm by any means the transport driver deems reasonable and effective.

5. Mechanical function damages to include engine, transmission, rear end, motor mounts, drive trains, exhaust assembly, mufflers, tailpipes, undercarriage, brake systems, clutch or clutch cable, wiring systems, cooling systems, window/mirror motors, radios, stereo systems, alarm systems, vehicle computer systems, airbags, steering, any switch, alignment, suspension, etc., (anything that is mechanical or electrical).

6. Damage that result to the vehicle from vibration.

7. Damage that result to the vehicle from tie downs breaking or tearing.

8. Defective or insufficient brakes, parking brakes, or parking gear.



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- 9. Damage caused by freezing of cooling system, engine and/or batteries.
- 10. Windshields that crack due to previous existing chips or extreme changes in weather conditions.
- 11. Convertible tops that are loose, torn or have visible wear, any type of T-top due to body flex or other type of damage. The transporter and Newcomb Transportation & Logistics will not be responsible for vehicle boots, caps, masks, bras or any other type of canvas or material covering.

*Signing the Bill of Lading at destination without notification of damage shall be evidence of satisfactory delivery of vehicle regardless of time of day or dirty condition of vehicle.

I HAVE READ THESE TERMS AND CONDITIONS ON ALL THREE PAGES AND AGREE TO BE BOUND BY THEM AS AN INTEGRAL PART OF THIS SHIPPING ORDER AND THE TERMS OF THIS AGREEMENT.

This Agreement shall be governed by and construed in accordance with the laws of the state of California with respect to contracts made and performed wholly within the State of California.

Agreement Beginning Date _____ 20 ____

This Agreement is effective as of the date of signing and shall remain in full force as set forth above and will automatically renew, or stay in an effect until a renewal is deemed necessary at the request of the Company.

SHIPPER/CUSTOMER

 Authorized Signature – Printed

 Authorized Signature

 Title

 Date

