

Jordan River

MOVING & STORAGE

US DOT # 901418
 ICC MC # 391125-C
 UTC HG # 11884

12515 Willows Rd NE, Suite 220, Kirkland, WA 98034
 Tel: 1-877-611-0808

www.jordanrivermoving.com, email: info@jordanrivermoving.com
INTERSTATE BILL OF LADING AND ORDER FOR SERVICE

JOB #

ORIGIN INFORMATION	DESTINATION INFORMATION																																																																																																																	
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<p>THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS CUSTOMER'S DECLARATION OF VALUE THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE</p> <p>OPTION 1: The Cost Estimate that you receive from your mover MUST INCLUDE Full (Replacement) Value Protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Level of protection you must complete the WAIVER of Full (Replacement) Value Protection shown below.</p> <p>Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$8.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6000. Under this option the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.</p> <p>If you wish to declare a higher value for your shipment than these default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate.</p> <p>The Total Value of my shipment is: \$ _____ (to be provided by the customer)</p> <p>Dollar Estimate of the cost of your move at Full (Replacement) Value Protection: \$ _____ (to be provided by carrier)</p> <p>I acknowledge that for my shipment I have 1) ACCEPTED the Full (Replacement) Level of protection included in the estimate and declared a higher total value of my shipment (if appropriate); and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.</p> <p style="text-align: right;">_____ (Customer's Signature & Date)</p> <p style="text-align: center;">----- OR -----</p> <p>OPTION 2 - WAIVER of Full (Replacement) Value Protection. This lower level of protection is provided at no additional cost beyond the base rate; however it provides only minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed or damaged while in your mover's custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1000 that weighs 10 pounds would be \$6.00 (10 pounds times 60c). Dollar Estimate of the cost of your move under the 60-cents option: \$ _____ (to be provided by carrier)</p> <p>COMPLETE THIS PART ONLY if you wish to WAIVE the Full (Replacement) Level of Protection included in the higher cost estimate provided (above) (on the prior page) for your shipment and instead select the LOWER Released Value of 60 Cents Per Pound Per Article; to do so you must initial and sign on the lines below - I wish to Release My Shipment to a Maximum Value of 60 Cents per Pound per Article. _____ (Customer's Initials)</p> <p>I acknowledge that for my shipment I have 1) WAIVED the Full (Replacement) Level of protection for which I have received an estimate of charges; and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.</p> <p style="text-align: right;">_____ (Customer's Signature & Date)</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Base:</td> <td style="text-align: center;">lbs. @ \$</td> <td style="text-align: center;">per lbs.</td> <td></td> </tr> <tr> <td>Additional:</td> <td style="text-align: center;">lbs. @ \$</td> <td style="text-align: center;">per lbs.</td> <td></td> </tr> <tr> <td>Fuel Surcharge</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Services (Other charges list below if applicable)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Packing Labor & Materials (Packing list below if applicable)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Valuation Charges:</td> <td></td> <td></td> <td></td> </tr> <tr style="background-color: black; color: white;"> <th colspan="4" style="text-align: center;">SUMMARY OF CHARGES</th> </tr> <tr> <td colspan="3" style="text-align: right;">GRAND TOTAL:</td> <td></td> </tr> <tr> <td colspan="4">PARTIAL PAYMENT:</td> </tr> <tr> <td colspan="4">DISCOUNT:</td> </tr> <tr> <td colspan="3" style="text-align: right;">BALANCE DUE:</td> <td></td> </tr> <tr> <td colspan="4"> </td> </tr> <tr> <td colspan="4"> </td> </tr> <tr> <td colspan="4"> </td> </tr> <tr style="background-color: black; color: white;"> <th colspan="4" style="text-align: center;">NOTIFICATION SERVICES</th> </tr> <tr> <td rowspan="4"> Tariff: Jordan River Moving Tariff Effective: 03/01/2020 </td> <td></td> <td style="text-align: center;">ORIGINAL</td> <td style="text-align: center;">REWEIGH</td> </tr> <tr> <td>Gross</td> <td></td> <td></td> </tr> <tr> <td>Tare</td> <td></td> <td></td> </tr> <tr> <td>Net</td> <td></td> <td></td> </tr> <tr> <td>Min. 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I agree and accept the charges as listed above. </td> </tr> <tr> <td colspan="2">Customer Signature</td> <td colspan="2">Date</td> </tr> <tr> <td colspan="2">Carrier's (Driver)</td> <td colspan="2">Date</td> </tr> <tr> <td colspan="2" style="text-align: right;">PRICE ADJUSTMENTS</td> <td colspan="2" style="text-align: center;">\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">DESTINATION PAYMENT</td> <td colspan="2" style="text-align: center;">\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">BALANCE DUE TO CARRIER WITHIN 30 DAYS</td> <td colspan="2" style="text-align: center;">\$</td> </tr> <tr> <td colspan="4"> DELIVERY ACKNOWLEDGEMENT: I, the customer / representative, hereby declare that I have the authority to enter into this agreement with the carrier / its agents. 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SECTION 1: Liability of the carrier: (a) the carrier is not responsible for injury or damage to any fragile article (articles susceptible to breakage or crushing). Unless such fragile articles are both packed and unpacked by its employees and subject to the further conditions that such packing, unpacking or other handling is performed in a grossly negligent manner by the carrier. The carrier will not carry and or be liable in any way for the loss or damage to currency, precious stones, documents, stamps, securities, species, silverware, jewelry, or any article of extraordinary value unless such articles of value was agreed to in writing, and unless the shipper assumes additional valuation charges, as indicated thereon. The carrier shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding actual cash value of the property at the time and place loss with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extended to repair, replacement or recovering the entire set, but in no event to exceed the released or declared values as indicated. The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agents is not present the property shall be at the risk of the shipper after unloading or delivery. Where the carrier is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present property shall be at the risk of the shipper before loading or after shipper signed the inventory list.(b) Should the shipper not declare a specified value and not pay the additional valuation charge thereon then the shipper hereby agrees to the carrier's limited responsibility as specified in section 1 (a) above and as further set forth below in this subdivision, (b) when the shipment has been released to the carrier at the value not exceeding \$0.60 per pound per article as per declaration of the value on the face hereof, it is agreed that said property be moved packed, shipped, forwarded, or otherwise, handled with the carrier's liability specifically limited to \$0.60 per pound per article. All of the said services specified herein in excess of the carriers liability are assumed totally by the shipper and said services over and above the carrier's liabilities are solely shippers responsibility with respect to any damage loss or delay for any reason whatsoever. The carrier shall be liable only for its failure to use ordinary care and only on the basis of the shipper's declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the shipper. The carrier shall not be responsible with respect to damage, loss, or decay caused by acts of God or the public enemy war insurrection, strikes, labor trouble, riots, fire, earthquake, nature of the property or defects or inherent vice therein deterioration by time, moths, termites, or other insects, vermin, rodents, wear and tear, leakage, fire or any cause beyond the carrier's control or any other cause unless such damage results from the carrier's control. The carrier is not responsible for mechanical or electrical function or any article such, as but not limited to piano, radio, television set, DVD player, computer, VCR, barometer, refrigerator, clock, air conditioner, or other instrument or appliance whether or not such articles are packed or unpacked by the carrier. (c) The carrier shall not be liable for delay caused by highway obstruction or faulty or impassable highways, or lack or capacity of any highway, bridge or ferry, caused by breakdown or mechanical defect of vehicles/ equipment.

SECTION 2: Form of Payment: Upon booking a 10% deposit is required to be paid. Deposit can be paid over the phone with a credit card or customer can mail in a payment. On or before pickup a 40% payment is required at pickup. Payments accepted at pickup are cash, cashier's check (only from a bank) and/or money order (not from a bank). If the pickup is in a local area a credit card machine may be provided. If the delivery is not direct a person check may be accepted. Remaining balance is due in full at the delivery prior to unloading. Payments accepted at delivery are only cash, cashier's check (only from a bank) and/or money order (not from a bank). The Carrier reserves the right to collect up to 60% of balance due prior to the goods leaving the origin state. Subject to federal law, payment in FULL of all charges is required before delivery and prior to unloading - Subject to the 110% law, if applicable. All charges are based on full tariff rates.

SECTION 3: Summary of dispute settlement program: As a member of the American Trucking Association (ATA) we participate in a neutral arbitration program designed to give neither the carrier nor the shipper any special advantage. If a dispute arises between the carrier and the shipper Arbitration may be a mutually beneficial alternative to help resolve the dispute. A. Applicable costs: Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. Specific rates depend on the amount of your claim and range from \$450 to \$700 plus. B. Legal effects: If the arbitration alternative is chosen, then any decision made by the arbitrator is final and binding. An arbitration decision may not be appealed in a court of law. You may request arbitration through ATA's website at <https://www.trucking.org/arbitration> or by writing to the American Trucking Association at consumersupport@trucking.org.

SECTION 4: Valuation of coverage: There are two valuation of coverage options available for your choice. We encourage you to purchase third party full replacement value coverage. **Option A (FREE): Limited Liability:** As a licensed carrier with the U.S. D.O.T. we are required to provide limited liability coverage at no charge to the customer. Under this option, the maximum liability is limited to \$0.60 per pound per article, for all items indicated as damaged or missing at time of delivery on the inventory logs. Failure to indicate damage at time of delivery will waive carrier's liability. **Option B: Replacement:** Under this option, the mover is liable for the replacement value of lost or damaged goods (as long as it doesn't exceed the total declared value of the shipment). If you elect to purchase full value protection, and your mover loses damages or destroys your articles, your mover must repair, replace with like items, or settle in cash at the current market replacement value, regardless of the age of the lost or damaged item. The minimum declared value of a shipment under this option is \$6,000 or \$8.00 times the actual total weight (in pounds) of the shipment, whichever is greater. The approximate cost for FVP is \$32.00 for each \$1,000 of declared value FVP is offered with a \$500, \$1000 or with no deductible. The amount of the deductible will affect the cost of your FVP coverage. Unless you specifically agree to other arrangements, the mover must assume liability for the entire shipment based upon this option. Under both of these liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Valuation of claims will be based on the ATA Joint Military/Industry Table of weights and depreciation guide.

SECTION 5: Exceptions to Carrier Liability. Neither the Carrier nor the Vessel shall be responsible for loss or damage arising or resulting from (a) Act of God; (b) Act of War; (c) Act of public enemy; (d) fire, unless caused by the actual fault or privity of the Carrier; (e) perils, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods packed by Shipper; (h) any other cause arising without the actual fault and privity of the Carrier. Additionally, mechanical vehicles including but not limited to automobiles, motorcycles, scooters, boats, airplanes, ATVs, go-carts, riding lawnmowers, tractors, and other similar vehicles are transported at the sole risk of the shipper since all coverage for those items is waived against the carrier, its agents or representatives. The carrier shall not be held responsible for any items insisted by shipper to be moved through impassable passageways or other impassable openings. Carrier is not liable or negligent for any damage to the interior or exterior of any residence including, but not limited to walls, floors, ceilings, stairs, banisters, carpets, plumbing, landscaping, etc.

SECTION 6: Filing of Claims/Complaints and Inquiry Procedures: Carrier shall not be liable for the loss or destruction of, or missing goods, or damage of goods tendered hereunder or any part thereof unless claim is made in writing supported by proof of ownership, together with substantiation of value, and weight. As a condition precedent, all outstanding monies due to the mover must be paid in full before a claim can be submitted to the company within 9 months after the date the goods are delivered or demand thereof refused and must be limited to the destination descriptions of damage indicated on the inventory logs at the time of delivery. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described on the Bill of Lading. Liability for the moving company will be in accordance with the liability option the shipper contracts for. To file a claim or complaint call Carrier at phone number on front of this document. All costs associated with the claim is shipper's responsibility.

SECTION 7: Agreed Pickup and Delivery schedule: Guaranteed service on or between agreed dates is an optional service that is available to you at an additional cost. This optional extra service guarantees that your shipment will be picked up, transported to the destination and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem of \$80.00) regardless of the expense you actually might have incurred as a result of the mover's failure to perform. Absent selecting and paying for the optional extra service guaranteeing specific pick up and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time. Generally, estimated delivery is up to 21 (twenty one) business days from date indicated as first available for delivery. Any oral promises made regarding delivery or pick up dates and times are mere estimates. We guarantee delivery to take place within 30 business day of the date first available for delivery. (time calculations exclude days in storage) Any changes to your order will extend this time. This time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. The moving company will do its best to meet any requested pickup or delivery dates. Business days do not include holidays or weekends.

SECTION 8: Notice of Maximum amount due upon delivery: Final charges will be based on actual weight or cubic feet/volume of property and services provided. Maximum amount demanded at time of delivery is the amount of the non-binding estimate plus 10% - 110% rule; or 100% of the binding estimate. Shipper may voluntarily pay total actual charges upon delivery. Actual charges may exceed the amount of estimate.

SECTION 9: Definitions: Carrier: the moving company and its agents, contractors, employees, and representatives. Shipper: the customer who engaged the carrier to perform interstate domestic moving services.

SECTION 10: Interest: a charge of 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges the carrier incurred as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.

SECTION 11: AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION. If a lawsuit becomes necessary to resolve any dispute between the carrier and shipper, said suit shall and must only be brought in circuit or county court in and for King County, Washington. Suits involving disputed over interstate shipments must be limited to the governing Federal law. Both parties agree to submit themselves to the jurisdiction of the Washington State Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in King County, Washington and hereby waives the right to be served within the State of Washington.

SECTION 12: Waiver of class action suits. The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper.

SECTION 13: Reasonable Attorney Fees: In the event litigation is necessary, the carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation. Lawsuits brought against the shipper on collection matters for failure to pay an outstanding balance due are not subject to the jurisdiction requirements under section 11 herein.

SECTION 14: Carrier's lien (a) it is agreed that the carrier shall have a lien against any and all property tendered to it heretofore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for moneys, advanced storage, transportation, interest labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by the carrier as a result of any litigation in which the carrier may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when default has been made also for all costs inclusion of court costs reasonable attorney fees in collection charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event the carrier is made a party to any litigation concerning the goods involved therein. If for any reason other than the fault of the carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier at its option, may cause tariff and other lawful charges. Articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the costs of owner, and subject to a lien for all accrued charges (b) All goods upon which the carrier has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expenses including reasonable attorney fees, which maybe necessitated by said sale. (c) The lien upon any and all property tendered with the carrier shall include unpaid charges and expenses pertaining to property previously tendered with the carrier regardless of whether said property has been delivered by the shipper. (d) The parties agree that in any sale conducted to satisfy the carrier lien all property which is subject to the lien plus the cost of preserving the goods and conducting the sale shall be remitted by the shipper (e) the carrier may at its discretion bring suit for reimbursement pursuant to the foregoing provision without first foreclosing upon this lien. (f) the carrier shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the approximate provisions of the state uniform commercial code and or relevant statutes.

SECTION 15: Severability: Severability: If any part of this contract is found to be unlawful or invalid, the remaining terms and conditions shall still be enforceable.

SECTION 16: Ownership of goods: Ownership of goods: Shipper has represented and warranted to the carrier that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of shipper to contract for services and id there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which this carrier may reasonably incur or become liable to pay in connection therewith. This carrier shall have a lien on said property for charges and for such costs and expenses. Shipper agrees to indemnify the carrier with regard to any costs and expenses that may occur including but not limited to attorney's fees, with regard to a claim of ownership and/or possession made by any third party with regard to the goods specified herein. Lien specified herein shall also cover legal expenses incurred bringing or defending an interpleaded action to determine the ownership and/or right of possession specified in this contract.

SECTION 17: Agents: Carrier may use agents/independent contractors on all orders. Additionally, unless you purchased an "exclusive use of the vehicle" option, there is no guarantee that your items will not be temporarily stored or offloaded and reloaded onto a different vehicle then performed pickup.

SECTION 18: Inspection of Carrier's Tariff: Carrier's tariff is available for inspection upon reasonable request by calling carrier. All charges are based on full tariff rates.

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SERVICES PRICELIST

SERVICE NAME				SUBTOTAL
Warehouse Handling	Charge \$0.090	Weight		
Stair Carry	Cost Per Flight \$0.03500	Flights	Weight	
Shuttle	Cost \$0.1200	Weight		
Elevator Charge	Cost \$0.03500	Weight		
			GRAND TOTAL	
Carrier's Signature	Date	Customer's Signature		Date