



The Transporter will not be responsible for any damage not resulting from Transporter negligence.

- The customer verifies that this vehicle is free of contents or additional charges of \$50 to maximum of \$300 if contents exceed 100 lbs. in the trunk only. Charge will be determined after vehicle is loaded on the truck. Charges must be paid in cash or cashier's check at the time of delivery. No exceptions.
- No delivery time is guaranteed. All delivery dates and times are only estimates of normal deliveries (delays may occur). Transporter does not agree to transport shipment in time for any particular market or event and will not be responsible for loss or damages occasioned by unavoidable delay. There are absolutely no guarantees made, expressed or implied, regarding delivery times or dates.
- No auto rental will be honored (for delays, damage or accidents).
- The Transporter will not be responsible for damage caused by leaking fluids (i.e. battery acids, brake systems, cooling systems, antifreeze solutions, etc.), industrial fallout and acts of God; any natural causes.
- The Transporter will not be responsible for damage caused by freezing of engine, cooling system and/or batteries.
- The Transporter will not be responsible for damage that results to the vehicle from tie downs breaking or tearing.
- All vehicles are transported on an open trailer thus the Transporter will not be responsible for damages caused by any flying objects such as rock chips, tree scratches, etc.
- The customer is responsible for preparing the vehicle for transport. All loose parts, fragile or protruding accessories, low hanging spoilers, etc., must be removed and properly secured. Any part of the vehicle that falls off during transport is the customer's responsibility including damages caused by said part of any and all other vehicles involved.
- The customer is responsible for completely disarming any alarm system installed in the vehicle. The customer must provide keys to any alarm system. In the event the car alarm sounds the Transporter is required to silence the alarm by any means the Transporter or transport driver deems reasonable and effective.
- The Transporter will not be responsible for any mechanical function damages to include engine, transmission, rear end, motor mounts, drive trains, wiring systems, cooling systems, window motors, radios, stereo systems, power steering, air bag, brake cable or brake system, clutch cable or clutch, engine tuning, vehicle computerized systems, alarm systems, any switch, alignment or suspension, etc. (anything that is mechanical or electrical).
- The Transporter will not be responsible for any exhaust system, mufflers or tail pipes. No exceptions.
- The Transporter will not be responsible for convertible tops that are loose, torn or have visible wear. The Transporter will not be responsible for vehicle boots, caps, masks, bras or any other type of canvas or material covering. No exceptions.
- The vehicle owner or the customer shall, in their absence, designate a person to act as their agent at the point of pick up and/or delivery., if for any reason they are unavailable.
- The Transporter will inform the customer prior to delivery. It is the customer's responsibility to have the full payment when the Transporter's driver arrives. In order to affect pickup and delivery the customer agrees to meet the Transporter's driver at any specified time and place. No exceptions.



- All payments for transport must be in the form of a cashier's check. The customer agrees that if the payment cannot be made by cashier's check, the vehicle will be stored at the customer's expense. Should the customer be unable to accept delivery for any reason, the vehicle will be placed in storage. Any and all storage and/or delivery charges will be the responsibility of the customer.
- The customer agrees that should this vehicle become inoperative for any reason during the transport, a charge of \$250 (two hundred fifty dollars) will be added to the transport charges and will be collected at time of vehicle delivery. This charge must be paid in cash or by cashier's check. No exceptions.
- The customer agrees that their vehicle is insured and their insurance has primary responsibility, any damages related to theft is not the Transporter's responsibility. Transporter is solely responsible for transporting the vehicle from one point to another.
- All claims will be settled at actual costs.
- The customer agrees that this is the only contract between the parties governing this transport and no other agreement or contract is in effect. No claim or legal action of any kind may be initiated against Transporter's agent(s) or the transport broker (if any). Claims for damage must be made to the Transporter.
- Exceptions for damages must be noted on the Bill of Lading at time of delivery, a claim for damage not documented on Bill of Lading will not be honored. All claims must be made in writing within 15 (fifteen) days of delivery with a statement of specific damages claimed. All claims, subrogation, litigation, or legal action must have right of venue in the state of California in the municipal court.

If any provision or part of this Agreement is held to be invalid or unenforceable, all the other parts of this agreement remain in effect.

Address all claims to: Westside Tow & Transport