



### **Terms and Conditions**

1. Knickerbocker Auto Transport agrees to have vehicle(s) described on quotation shipped on or about the dates requested. Knickerbocker Auto Transport will designate a reliable carrier to fulfill the terms and conditions of this agreement. Knickerbocker Auto Transport or its Agents do not guarantee a specific pickup or delivery date.
2. This order is subject to all terms and conditions of the carrier's bills of lading, copies of which are available at the office of carrier and are incorporated herein.
3. Carrier's responsibility begins when the customer (shipper) or his agent signs the bill of lading at pickup, and terminates when the shipper or his agent signs the bill of lading at delivery. Knickerbocker Auto Transport must be notified immediately should the shipper be unavailable for pickup or delivery. If a carrier is sent out and vehicle cannot be picked up or delivered there will be an additional \$150.00 rescheduling fee.
4. Knickerbocker Auto Transport hereby notifies shipper that their vehicle will be driven on and off the transporter, or to and from the transporter at the pickup or delivery site. Should the carrier be unable to access either site, this does not relieve the consignee from making a reasonable effort to meet the truck at a suitable location.
5. All vehicles to be delivered with a balance due shall be paid via cash or certified funds. These funds are due directly to the carrier assigned.
6. Knickerbocker Auto Transport does not guarantee transport by any specific driver/carrier, including Knickerbocker Auto Transport.
7. If you are shipping an inoperable vehicle, you may be required to help load and unload said vehicle at the discretion of the driver. It may also be necessary to hire an additional party to help load the inoperable vehicle. Any fees required for this type of service are in addition to the quote obtained by Knickerbocker Auto Transport. Should vehicle(s) become inoperable during transport, \$150.00 will be due at time of delivery in addition to any other moneys owed. It is the shipper's responsibility to make sure vehicle is in proper working order.
8. Knickerbocker Auto Transport will not knowingly transport vehicles with personal or household items in the passenger or trunk compartment. Federal regulation prohibits Knickerbocker Auto Transport or its agents from doing so. If such items are shipped unbeknown to Knickerbocker Auto Transport or its agents, such items become the sole responsibility of the shipper. No insurance is provided and none implied.
9. Knickerbocker Auto Transport or its agents will not be responsible for acts of God (fire, flooding, hail, sand storm, tornadoes, and earthquakes) or objects flying from the road. Shipper should maintain their own insurance for these reasons.
10. Shipper is responsible for preparing the vehicle(s) for transport, all loose parts, fragile or protruding accessories, low hanging spoilers, fog lights, etc., must be removed and/or properly secured. This includes antennas that do not retract! Any part that falls off in transit

is shipper's responsibility, including damages done by said part to any and all vehicles involved.

11. If damage to shipper's vehicle should occur, all moneys owed for transport must be paid to initiate a claim. Damage must be noted in the proper place on the vehicle condition report, and signed by driver and shipper, regardless of weather, or time of day. Signing the bill of lading without any notation of damage verifies that shipper or his agent has received said vehicle in good condition, and that Knickerbocker Auto Transport and its agents are relieved of any further responsibility. We strongly urge shipper or his agent to check vehicle thoroughly.

12. Knickerbocker Auto Transport and its agents must also be notified of any damage by phone within 24 hours. Shipper must submit in writing a description of damage, clear pictures, and 2 estimates within 7 days of receipt of said vehicle directly to Knickerbocker Auto Transport. If another carrier has been assigned, in no way will Knickerbocker Auto Transport accept responsibility for negligence of the assigned carrier. If your vehicle is valued at a higher than market rate, we suggest you purchase a special insurance rider.

13. Any and all litigation shall be subject to the jurisdiction of New York, NY. Shipper specifically waives any right to judicature of this matter at any other location. Knickerbocker Auto Transport can only be liable for up to the amount of our fee collected and not the full cost of the transport. In no case can Knickerbocker Auto Transport be held liable for the designated carrier's damage. Knickerbocker Auto Transport will provide carriers insurance certificate and carrier information should the need arise.

14. If you place an order with us, you have the option to cancel any time prior to your vehicle being assigned to a transporter. However, if your vehicle is booked on a transporter before you call or email your cancellation, you will forfeit a fee of \$150 to Knickerbocker Auto Transport.

15. Knickerbocker Auto Transport is a licensed automobile carrier. We are responsible for physically shipping vehicles. However, it is sometimes necessary, in the interest of expediency, to allow other carriers to transport the shipper's vehicle. In these instances, the shipper will receive information regarding the carrier's insurance documents. Each carrier will handle any and all damage claims filed against them.

16. By either submitting your order online, sending us your order by fax or by email, or asking a representative to book the order for you, Knickerbocker Auto Transport understands you are placing your order and accept the terms and conditions (in lieu of your signature) found here and on Knickerbocker Auto Transport's web site.

17. Shipper must make their vehicle available during the transport time, if the vehicle becomes unavailable at any time after the order has been place and a carrier has been assigned, Knickerbocker Auto Transport holds right to cancel the order and process a fee of \$150.

**Neither Knickerbocker Auto Transport nor its agents shall be responsible for the following:**

1. Damage to tie downs, brakes, alignment, tuning, charging system or battery. (No evaluation is made of these components or systems at pickup location) therefore Knickerbocker Auto Transport or its agents do not accept responsibility for them.
2. Damage caused by failure of factory tie-downs or pull through from tie-down holes.
3. Damage not detected at pickup location due to poor weather or lighting conditions.
4. Damage to antenna under any condition (suggests that they may be removed).
5. Damage to or loss of audio or video equipment not installed at the factory. Including antenna that does not retract to within 3 inches of the vehicles body.
6. Damage or fines incurred because shipper left personal or household items in vehicle.
7. Damage caused by fluids or objects flying up from the roadway, or out of the sky.
8. Damage to cloth or vinyl convertible or decorative tops over 2 years old.
9. Damage to T-tops, boots, bras, caps, or any other type of canvas covering.
10. Damage caused by acts of god.
11. Damage caused by freezing of cooling system and/or battery.
12. Damage to, or caused by any vehicle that cannot be driven on or off the transport under its own power. (Vehicle will not run, or has lost its braking system).

Concerning items #6-11, Knickerbocker Auto Transport recommends the services of an enclosed carrier, which will greatly reduce exposure to, but not completely eliminate, issues of this kind.

**PLEASE SIGN, DATE AND FAX BACK TO 646.219.1059**

<b>Signature:</b>		<b>Print Name:</b>	
<b>Reference #:</b>		<b>Date:</b>	