

This Bill of Lading and Contract for Services ("Contract") is between the carrier Starving Artists Moving Corp. ("SAMC") headquartered at 134B Hall St., Concord, NH 03301, and you or your agent ("Shipper") for packing and/or transport of Shipper's goods ("Goods"). *The terms and conditions of this Contract are on both sides of this page and in the Addendum to this Bill of Lading and Contract for Services ("Addendum"); and, as needed, in a separate agreement for Packing Services and Charges.*

Shipper Name: \_\_\_\_\_ Phone:(c) \_\_\_\_\_ (h) \_\_\_\_\_ (w) \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

SAMPLE

SAMC agrees to provide \_\_\_\_\_ crew members and truck(s) at \$ \_\_\_\_\_ per hour, with a \$ \_\_\_\_\_ job minimum, plus \$ \_\_\_\_\_ per mile for each truck. Time and mileage are computed round-trip from SAMC's terminal located closest to Shipper's Pick-up address, checked below:

- 134B Hall Street, Concord, NH       211 Gay St., Manchester, NH       407 W. Main St., Tilton, NH

**DECLARATION OF VALUE:**

Shipper must select one of the options below prior to the start of service. **Both options are subject to the "Exclusion of Liability" section on the reverse side of this page.** If Shipper does not select one of these options, SAMC's maximum liability for loss and/or damage shall be Option A below.

**Option A.** Declared value of \$.60 per pound per item. Example, a 100 pound dresser is covered for \$60.00. There is no charge for this option.

**Option B.** A declared lump sum value of \$ \_\_\_\_\_ (\$10,000 minimum). The charge for this option is \$85 per \$10,000, with a \$250 deductible. SAMC will apply depreciation to any claim made under this option and, at SAMC'S sole option, SAMC will repair or replace the item, or compensate Shipper.

**THIS DOES NOT REPRESENT INSURANCE IN THE LEGAL SENSE. MOVING COMPANIES ARE NOT LICENSED TO SELL INSURANCE.**

Shipper selects **Option A** \_\_\_ or **Option B** \_\_\_ Shipper's signature: \_\_\_\_\_

**SHIPPER'S ATTESTATION:**

Shipper has read and acknowledges the Exclusions of Liability on the reverse side of this page. In addition, Shipper agrees to make any damage claim(s) to SAMC in writing, either via email or addressed to SAMC's headquarters address, within thirty (30) days of the date of the move. Further, unless otherwise arranged in advance, Shipper agrees to pay the total charges due immediately upon completion of the services provided. Shipper has read the entirety of this Contract, including the Addendum, and agrees to all terms and conditions.

Shipper's signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have done a walk through with \_\_\_\_\_ and attest there is nothing more to pack or put on the truck(s). \_\_\_\_\_  
Crew Member Shipper's initials

All Goods have been received in good condition: Shipper signature: \_\_\_\_\_ Date \_\_\_\_\_

1. Time started at SAMC's terminal \_\_\_\_\_:
2. Time arrived at job site \_\_\_\_\_:
3. Time ended at job site \_\_\_\_\_:
4. Est. time of arrival at terminal \_\_\_\_\_:
5. Time elapsed between 1 & 4 \_\_\_\_\_:
6. Less break time \_\_\_\_\_:
7. Total time charged \_\_\_\_\_:
8. Times hourly rate of \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**9. Additional charges:**

Boxes/packing material (list attached) +\$ \_\_\_\_\_

**Mileage charges (round-trip terminal to terminal):**

\_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ +\$ \_\_\_\_\_  
# of trucks total miles rate

Added Man-Hours: \_\_\_\_\_ x \_\_\_\_\_ +\$ \_\_\_\_\_

Credited Man-Hours: \_\_\_\_\_ x \_\_\_\_\_ -\$ \_\_\_\_\_

Valuation +\$ \_\_\_\_\_

Storage +\$ \_\_\_\_\_

Other Charges +\$ \_\_\_\_\_

**10. Total additional charges:** + \$ \_\_\_\_\_

**TOTAL CHARGES DUE** (at end of job unless otherwise arranged):

Line 8 = \$ \_\_\_\_\_

Line 10 = \$ \_\_\_\_\_

Total = \$ \_\_\_\_\_

**Total Received:**

Cash \_\_\_\_\_  Check # \_\_\_\_\_

VISA     M/C     Discover     American Express

*Customer to initial the applicable choice below:*

I have \_\_\_ have not \_\_\_ confirmed the truck is empty.

**Directions & Notes:**

  
  
  
  
  
  
  
  
  
  

Crew: \_\_\_\_\_ Truck(s): \_\_\_\_\_

Thank you!

The terms and conditions of this Contract, as well as those contained in the Addendum, are pursuant to SAMC's tariff, which is filed with the State of New Hampshire and available for public viewing at SAMC's headquarters in Concord, NH.

## **SECTION 1 – EXCLUSION OF LIABILITY:**

During your move, SAMC shall be liable for any loss of, or damage to, Shipper's Goods, *except* as herein provided.

a) SAMC shall not be liable for any loss, damage or delay caused by:

1. act(s) of God, public enemy, declared or undeclared war, acts of public authority, quarantine, riots, strikes, perils of navigation;
2. act or default of Shipper;
3. nature of Goods, including but not limited to defect or inherent vice;
4. occurrences in customs warehouse;
5. any loss or damage to: paintings, statuary, ornamental Goods, works of art, any article(s) of unusual nature or value which exceeds its utilitarian replacement cost, photographs or pictures, antiques, collectors items, rare stamps or coins, furs, jewelry, bills, currency, securities and/or notes; perishable Goods (such as, but not limited to, food), dishes, glassware, electronic equipment (including, but not limited to computers and peripherals, computer media, copy machines, plasma televisions, and telephone equipment); Goods composed partly or totally of marble, stone, slate, cast metal, or ceramics; loss or damage caused by liquids; Goods wholly or partially packed by Shipper; pets and plants, the working condition of home appliances in the absence of physical damage (see Addendum item #10 for specifics on exclusion of liability for front load washing machines); Goods which, due to inherent weakness, cannot sustain the stress of moving, which include, but are not limited to furniture composed of composition board and/or veneer; Shipper helping move his/her belongings; the assembly and/or disassembly of Goods; failure of Shipper to remove unsafe conditions along the paths of the move such as, but not limited to, snow and ice as well as paths inside the premises; loss or damage to Goods due to defects in furniture or on the premises (including but not limited to protruding nails and the like, and defects on the premises which cannot sustain the weight of the move such as, but not limited to ceramic, laminate, and wooden floors or carpets, loose stonework or stairway weakness); packing requested on the day of the move; the loading or unloading of Shipper rented vehicles (unless otherwise agreed to for containers such as "Pods" and other situations), wet paint or like material; glass which is either beveled, antique, curved, unframed, or has a dimension of 36" or more; ornate picture, mirror, or similar frames; musical instruments; vases; Goods made of plastic or cast iron; woodburning stoves; lamps, lamp shades or other fragile articles (unless such loss or damage was caused by negligence of SAMC, and the responsibility to prove such negligence shall be on the Shipper).
6. the internal malfunction of any computerized, electrical or mechanical Goods, whether or not such articles are packed and/or unpacked by SAMC; and
7. damage to, or loss of contents of, pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers, unless such contents are open for SAMC's inspection prior to starting the move, and then only for such articles as are specifically listed by the Shipper for, and acknowledged in writing by, SAMC.

(b) SAMC shall not be liable for delay caused by obstructions, faulty, or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(c) SAMC's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Goods at destination or at the port of export and delivery of the Goods has been made. Except in case of negligence by SAMC, SAMC shall not be liable for loss, damage, or delay occurring while the Goods are stopped and held, or stored in transit, on the request of the Shipper (or Shipper's legal agent), whether such request was made before or after SAMC came into possession of the Goods.

(d) Shipper understands and acknowledges that SAMC may cancel a scheduled move if, upon arrival at a pick-up address, the conditions are deemed unsafe or dangerous for SAMC's crews. This includes unsafe passageways due to inclement weather, unkempt quarters and grounds, uncleared passages, infestations, and/or hostilities between parties at the pick-up and/or drop-off address(es). Decisions to cancel a move based on this paragraph shall be at SAMC's sole discretion, without incurring any liability to SAMC. In the event of such cancellation, SAMC shall give Shipper a reasonable time to correct any unsafe or dangerous conditions, and may reschedule the move in a timely and reasonable manner if the site(s) have been deemed safe by SAMC.

## **SECTION 2:**

(a) SAMC is not bound to transport the Goods by any specific vehicle, train or vessel. In the event of physical necessity, SAMC shall have the right to forward the Goods by any Carrier or route between the pick-up and drop-off address(es).

(b) In all cases not prohibited by law, if the value of the Goods is declared to be lower than the actual value, as represented in writing by the Shipper or as agreed upon in writing as the value of the Goods, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(c) All damage or other claims for loss, damage, injury, or delay must be documented and submitted to SAMC in writing within 30 days after delivery of the Goods; and suits shall be instituted against SAMC within two years and one day from the day SAMC notifies claimant that SAMC has disallowed the claim or any part(s) thereof specified in the claim. Where claims are not filed, or suits are not instituted in accordance with the foregoing, SAMC shall not be held liable. SAMC will not accept a bill for damages without SAMC's express prior written approval.

(d) In the event of loss or damage to any of the Goods, SAMC shall have the full benefit of any insurance that may have been effected upon or on account of any of the Goods, so long as this shall not void the policies or contracts of insurance; provided that SAMC reimburses the claimant for the premium paid thereon.

**SECTION 3:** Except where such service is required as a result of SAMC's negligence, all Goods shall be subject to necessary packing and repacking at Shipper's cost.

## **SECTION 4:**

(a) SAMC shall have the right to retain possession of any Goods transported by it and to place the same in storage at the expense of Shipper, until all tariff rates and charges have been paid in cash, money order or certified check. Nothing herein limits the right of SAMC to require prepayment in part or in full, or guarantee of the charges.

(b) Goods not received by the Shipper at the drop-off address(s), may be kept in any vehicle, warehouse, or place of business of SAMC, subject to all lawful charges and to SAMC's responsibility as warehouseman only or, at the sole option of the SAMC, may be otherwise stored at the cost of the Shipper, and there held without liability on the part of SAMC, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the Shipper cannot be found at the drop-off address(es) listed on the Bill of Lading and Contract for Services, SAMC shall be discharged from liability upon sending a notice to Shipper at the last known address detailing the whereabouts of such Goods.

**SECTION 5:** If SAMC is directed to take Goods from a place or places at which the Shipper (or his agent) is not present, the Goods shall be at the risk of the Shipper before and during loading and unloading.

**SECTION 6:** SAMC shall not be liable in any way for carrying (transporting) any documents, specie, or article(s) of extraordinary value unless a special agreement, including a stipulated value of the articles declared by Shipper, is agreed upon in writing, *prior to a scheduled move*.

**SECTION 7:** SAMC is prohibited by law from transporting explosives or dangerous Goods. Shipper shall be liable for, and indemnify SAMC against, all loss or damage caused by such Goods, and SAMC will not be liable for safe delivery of the entire shipment. Shipper shall also be liable for damage done to SAMC's staff, equipment, trucks, and any other damage caused by such dangerous Goods.

**SECTION 8:** Shipper shall pay advances, tariff charges, packing and storage charges (if any) and all other lawful charges accruing on said Goods. SAMC shall deliver or relinquish possession of the Goods at the drop-off address(es) and may, at its discretion, require that reasonably estimated charges thereon be paid prior to unloading. Shipper shall be liable for all charges incurred in the event of failure to pay the amount due, including but not limited to storage and/or vehicle costs, collection and attorney's fees incurred by SAMC.

**SECTION 9:** Any alteration to this Contract without the special notation hereon by an officer of SAMC shall be without effect, and this document shall be enforceable as written.