



# AMAZON VAN LINES

## Uniform Household Goods Bill of Lading

Contract for Moving Services Based on an Hourly / Weight / Flat Rate

Crew leader: \_\_\_\_\_ Truck #: \_\_\_\_\_ Date: \_\_\_\_\_ BOL#: \_\_\_\_\_

Customer: \_\_\_\_\_

Origin House: \_\_\_\_\_

Cell: \_\_\_\_\_

City: \_\_\_\_\_

Additional Stops: \_\_\_\_\_

Destination House: \_\_\_\_\_

	Origin	Connecting	Destination
Carrier Name:			
Phone Number:			

Sales Agent	Pick-Up Date/Time	Delivery Date/Time
Name:		
Phone Number:		

Notes/Instructions: \_\_\_\_\_

### Job Details

Start date/time	End date/time	Billed (Total)

### Charges

DETAILS	@ESTIMATE	@FINAL
LABOUR CHARGES	\$	\$
TRUCK FEE	\$	\$
BASE WEIGHT(LBS)@	\$	\$
ADD WEIGHT(LBS)@	\$	\$
VALUATION	\$	\$
FUEL CHARGES	\$	\$
ADD CHARGES	\$	\$
SUBTOTAL	\$	\$
TAX	\$	\$
GRATUITY	\$	\$
TOTAL	\$	\$
DISCOUNT	\$	\$
DEPOSIT PAID	\$	\$
BALANCE DUE	\$	\$

### Additional Charges:

Description	Other	Amount	Qty	Total

\_\_\_\_\_(Customer Initials) **ESTIMATE:** I did receive a written estimate by email and signed on this shipment and understand I will be required to pay charges shown on this contract. I understand this shipment is moving under a non-binding estimate.

\_\_\_\_\_(Customer Initials) **BILLING:** I understand billing is determined by Flat/Pounds/ hourly/ Additional rates. Uniform conditions of carriage apply. The balance due will be determined by the actual number of Pounds/hours /Additional charges required to complete the move.

\_\_\_\_\_(Customer Initials) **CANCELLATION, RETURNS AND REFUNDS:**

- a) I understand I may cancel this agreement at any time during the period that is fifteen (15) days before the agreed move or job date. I do not need to give Amazon Van Lines a reason for canceling during these 15 days.
- b) I understand if i cancel this agreement, Amazon Van Lines has five (5) days to refund any payment that I have made, and if any packing materials were delivered payments will be adjusted accordingly.
- c) I understand if i cancel this agreement after movers are reached or services start performing, Amazon Van Lines is entitled to reasonable compensation for the goods and services that I received.

\_\_\_\_\_(Customer Initials) **BASIC LIABILITY PLAN:** Carrier's liability is limited by a term or condition of the contract of carriage. I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the items.

\_\_\_\_\_(Customer Initials) **PARKING:** I assume full financial responsibility for any and all parking tickets issued while loading and unloading the vehicle when lawful parking alternatives are either unavailable or impractical.

\_\_\_\_\_(Customer Initials) **STORAGE IN TRANSIT:** If shipment must be stored: I understand storage fee will be additional if the given free storage period is exceeded.

\_\_\_\_\_(Customer Initials) **FORM OF PAYMENT:** Debit through Card or Interact Online or E-transfer. And I agree all charges due must be paid accordingly mentioned below: -

- 20% @Estimate or Deposit amount for booking – non-refundable
- Pay 50% based on @Estimate before loading at the time of pick-up.

<p><b>Customer Authorization</b></p> <p>Customer hereby authorizes the moving services listed herein and accepts the terms and conditions of this contract.</p>	<p>_____</p> <p>Customer's Signature</p>
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## ***YOUR RIGHTS***

## ***Know and exercise your rights:***

- **To estimate. Get a written estimate from at least three companies. The estimate should cover get an accurate non-binding:**
- How costs are calculated, such as truck and crew size, distance, cost per hour, materials.
- Date and time the mover will provide services
- The company's proper name, address and telephone number and name of the moving consultant who provided the estimate
- How any extra charges will be calculated, such as heavy articles, stairs, and storage?
- Terms and forms of payment
- To get a binding estimate or flat rate guarantees that you cannot be required to pay more than the amount on the estimate
- To know the company's responsibility for loss or damage, limitations on liability and any extra costs for more protection
- To know if the company has their own equipment or will a sub-contractor be providing the service
- To know whose storage facilities will be used, if your belongings will be left overnight in the moving truck or to store your belongings for short/long term, - company's or a third party's?
- To reschedule the move.
- To cancel the move

Your moving consultant will email you a moving estimate that outlines exactly what you are moving, our services included, a breakdown of all charges, date and time of service, company's and moving consultant's full contact details, and terms of payment.

We can supply a flat-rate quote based on detailed information of your move. We usually add 2-3 hours more on a binding estimate to secure ourselves against any unforeseen circumstances.

We are happy to answer all your questions and concerns and want you to be fully informed and prepared prior to your move date

Amazon Van lines has always abided to these guidelines to ensure high standards of our moving services and continued excellent relations with our customers.

Amazon Van lines holds a Certificate of Insurance with cooperatives. Policy number is 4002227397

Mover's liability and options for more protection are outlined in the "Terms" section of your moving estimate.

Amazon Van lines owns all equipment: trucks, dollies, hand-trucks, pump trucks, etc., and ensures that it is always in good working order

Amazon Van lines provides warehouse /storage service at its own facility.

You can reschedule your move date without penalty with a notice of 5 business days in advance of your scheduled move date.

You can cancel your move by sending email or by phone but 10% or deposit amount will not be refunded.

- To see a contract. Make sure it has a mailing address, e-mail, etc., an itemized list of prices
- To sign a contract that contains all relevant information about all moving services provided and breakdown of all charges
- To tip the movers for great service
- To share your moving experience by posting reviews online and referring us to your friends, family and other business and homeowners

Your moving consultant will email you a moving estimate with attached contract for your reference

The foreman of your crew will have the contract filled out in details with a complete breakdown of all charges

Gratuities are optional but appreciated. The rule of thumb is \$5-\$10 per crew per hour. Tips can be paid in cash or added to the final bill

Posting a positive review of your moving experience with Amazon Van lines is the biggest “Thank You” for us. We always want to know how did we do on your move

\_\_\_\_\_ (Customer signature) \_\_\_\_\_ (Date)

## ***YOUR RESPONSIBILITIES***

### ***Know and exercise your responsibilities:***

- Reading all moving documents, fine print and footnotes issued by the mover.
- Knowing exactly what you want moved. Describe and show everything to the movers before they give you an estimate. A detailed inventory is essential for an accurate estimate.
- Telling the movers about any factors or obstacles that may slow them down, such as long carry (walking distance to/from movers’ truck), stairs, elevator time-frames, disassembly/reassembly of items, packing of breakables and special-care items, difficult parking, waiting for the keys, etc.
- Ensuring that all items, such as cabinets, armoires, dressers, file cabinets, drawers, etc.) are empty prior to movers’ arrival. Exceptions may apply. Ask your moving consultant for advice.
- Transport all valuables, such as passports, documents, currency, money, precious stones, jewelry, etc. by themselves.
- Ensuring that legal parking for our vehicles is available at all locations. Any and all parking tickets received will be added to the final bill.
- Finding out what is the mover’s liability, limitations on liability and extra cost for more protection
- Securing your move date, time and crew with a deposit in advance.
- Notifying promptly your mover if something has changed regarding your move (dates, delivery address, additional items, etc.)

- Being available at the time of pick-up and delivery of your belongings. If you are not available, you should appoint a representative to act on your behalf.
- Making sure that all documents you are being asked to sign, such as contracts and waivers, are complete.
- Making payment in the amount required and in the form agreed to with the mover.
- Filing promptly claims for loss or damage with your mover, if necessary

\_\_\_\_\_ (Customer signature) \_\_\_\_\_ (Date)

## UNIFORM CONDITIONS OF CARRIAGE — HOUSEHOLD GOODS

### 1. Liability of Carrier

The carrier of the goods is liable for any loss of or damage to goods accepted by the carrier or the carrier's agent except as provided in this Schedule.

### 2. Liability of Originating and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the originating carrier and the carrier who assumes responsibility for delivery to the consignee (called the delivering carrier in this Schedule), in addition to any other liability under this Schedule, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are delivered and from which liability the other carrier is not relieved.

### 3. Recovery from Connecting Carriers

The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are delivered the amount that the originating carrier or delivering carrier, as the case may be, is required to pay for the loss of or damage to the goods while they were in the custody of such other carrier.

### 4. Remedy by Consignor or Consignee

Nothing in Article 2 or 3 deprives a consignor or consignee of any rights the consignor or consignee may have against any carrier.

### 5. Exceptions from Liability

- i. The carrier shall not be liable for loss, damage or delay to any of the goods described in the contract of carriage caused by an act of God, the Queen's or public enemies, riots, strikes, a defect in the goods, an act or default of the consignor, owner or consignee, authority of law or quarantine.
- ii. Except as a result of the negligence of the carrier or the carrier's agents or employees, the carrier shall not be liable for,
  - A. damage to fragile articles that are not packed and unpacked by the contracting carrier or the contracting carrier's agent or employees,
  - B. damage to the mechanical, electronic, digital or other operations of radios, televisions, computers, clocks, cameras, audio and visual recording and playing equipment, appliances, musical instruments and other equipment, irrespective of who packed or unpacked such articles, unless servicing and

preparation was performed by the contracting carrier or the carrier's agent or employees,

- C. deterioration of or damage to perishable food, plants or pets, or
  - D. loss of contents of consignor-packed articles, unless the containers used are opened for the carrier's inspection and articles are listed in the contract of carriage and accepted for by the carrier,
- iii. The carrier shall not be liable for,
- A. damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the carrier shall only be liable for repair or replacement of the lost or damaged piece or pieces,
  - B. damage to the goods at a place or places of pick-up at which the consignor or the consignor's agent is not in attendance, or
  - C. damage to the goods at a place or places of delivery at which the consignee or the consignee's agent is not in attendance and cannot give receipt for goods delivered.
- iv. The burden of proving absence of negligence for the purpose of paragraph ii is on the carrier.

## **6. Delay**

- i. At the time of acceptance of the contract, the originating carrier shall provide the consignor with a date or time period within which delivery is to be made.
- ii. Failure by the carrier to effect delivery within the time specified on the face of contract of carriage shall render the carrier liable for reasonable food and lodging expenses incurred by the consignee.
- iii. Failure by the consignee to accept delivery when tendered within the time specified in the contract of carriage shall render the consignee liable for reasonable storage in transit, handling and redelivery charges incurred by the carrier.

## **7. Routing by Carrier**

If the carrier forwards the goods by a conveyance that is not a public truck, the liability of the carrier is the same as though the entire carriage were by public truck.

## **8. Stoppage in Transit**

If goods are stopped and held in transit at the request of the party entitled to request, the goods are held at the risk of that party.

## **9. Valuation**

Subject to Article 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence of the carrier or the carrier's employees or agents, shall be the lesser of,

- i. the value of the goods at the place and time of shipment, and
- ii. The greater of,
  - A. the value of the goods as represented by the consignor on the face of the contract of carriage, and
  - B. \$4.41 per kilogram computed on the total weight of the shipment.

## **10. Election**

- i. If the consignor so elects on the face of the contract of carriage, the maximum liability shall be based on \$1.32 per kilogram per article lost or damaged.
- ii. If the liability is calculated under Article 9, the consignor shall pay to the carrier any additional charges incurred by the carrier to provide insurance coverage in excess of \$1.32 per kilogram per article.

## **11. Consignor's Risk**

- i. If it is agreed that the goods are carried at the risk of the consignor, that agreement covers only such risks as are necessarily incidental to the carriage and the agreement does not relieve the carrier from liability for any loss or damage or delay that results from the negligence of the carrier or the carrier's agents or employees.
- ii. The burden of proving absence of negligence shall be on the carrier.

## **12. Notice of Claim**

- i. No carrier is liable for loss, damage or delay to any goods carried under the contract of carriage unless notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within 60 days after delivery of the goods or, in the case of failure to make delivery, within nine months after the date of shipment.
- ii. The final statement of the claim must be filed within nine months after the date of shipment.
- iii. The originating carrier or the delivering carrier, as the case may be, shall acknowledge receipt of the claim within 30 days after receipt.

## **13. Articles of Extraordinary Value**

- i. No carrier is bound to carry any documents, specie or articles of extraordinary value unless by a special agreement to do so.
- ii. If such goods are carried without a special agreement and the nature of the goods is not disclosed in the contract of carriage, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in Article 9.

## **14. Freight Charges**

- i. If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery but, if the total charges exceed the estimated charges by more than 10 per cent and if the excess charges are for additional or different goods or services from those to which the estimate applied, the consignee shall pay the difference between the estimated and total charges within 15 days, excluding Saturdays, Sundays and other holidays, after delivery.
- ii. The 15-day extension in paragraph i does not apply if the carrier notifies the consignor of the total charges immediately after the goods are loaded or if the consignor signs a waiver of the extension.
- iii. If upon inspection it is ascertained that the goods shipped are not those described in the contract of carriage, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable on the freight charges.

- iv. If a consignor does not indicate that a shipment is to move prepaid, or does not indicate how the shipment is to move, it will automatically move on a collect basis.

## 15. Dangerous Goods

Every person, whether as principal or agent, shipping dangerous goods without previous full disclosure to the carrier as required by law shall indemnify the carrier against all loss, damage or delay caused by the failure to disclose and such goods may be warehoused at the consignor's risk and expense.

## 16. Undelivered Goods

- i. If, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery cannot be made and shall request disposal instructions.
- ii. Pending receipt of disposal instructions,
  - A. the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or
  - B. if the carrier has notified the consignor of this intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

## 17. Alterations

Subject to Article 18, any limitation in the contract of carriage on the carrier's liability and any alteration to the contract of carriage shall be signed or initialled by the consignor and the originating carrier or their agents and, unless signed and initialled, shall be without effect.

## 18. Weights

- i. It shall be the responsibility of the originating carrier or such carrier's agent to show on the contract of carriage the correct tare and gross and net weights by use of a certified public scale and to attach the weigh scale ticket to such carrier's copy of the contract of carriage.
- ii. If there is no certified public scale at the place of origin or within a radius of 16 kilometres of the place of origin, the gross weight shall be deemed to be 112 kilograms per cubic metre of properly loaded van space.

## DEFINITIONS

**Estimate, Non-binding** – This is what the mover believes the cost will be, based upon the inventory provided, layout of pick-up and drop off households and services provided. The final charges will be based on actual moving time and services provided.

**Estimate, Binding (flat rate)** – it guarantees the total cost of the move based upon the quantities and services shown on the estimate.

**Bill of Lading** – the receipt of your shipment and the contract for its transportation

**Inventory** – the detailed list of your household goods to be moved

**Extra Charges** – accessorial or additional charges other than the hourly rate and travel time,



such as packing, unpacking, appliance handling, stair carry, heavy article handling, etc.

**Stair carry** – stair fee charged when movers have to bring your belongings over the floors up or down which requires more precautions and makes mover's work more strenuous, especially when handling your medium and large size items.

**Long carry** – a charge for carrying articles excessive distances between the mover's vehicle and your residence.

**Mover's liability and valuation** – the monetary value that you declare for your belongings. This is the maximum amount that your mover is liable for in the event of loss or damage of your items.

# DECLARED INVENTORY

DESCRIPTION	QTY/DETAILS OF ITEMS	ADDITIONAL NOTES

**NOTES:** The consignee for the receipt of goods does not preclude future claim for loss or damage made within the time limits prescribed by the uniform conditions of carriage under regulation number O.Reg. 643/05, s 6(1).

## Shipper Accepts Delivery of Shipment

Customer hereby accepts and acknowledges delivery of shipment.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
CUSTOMER SIGNATURE

(DISPATCH OF SHIPMENT)

\_\_\_\_\_  
CARRIER SIGNATURE

\_\_\_\_\_  
CUSTOMER SIGNATURE [Goods received good order and condition as given]

(DELIVERY OF SHIPMENT)

\_\_\_\_\_  
CARRIER SIGNATURE

## **Terms and Conditions**

### **(1) Section 1 of contract terms and conditions.**

- A. The household goods carrier or party in possession of any of the property herein described shall be liable at common law for any loss thereof or damage thereto, except as hereinafter provided.
- B. No household goods carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage there to or delay caused by an act of God, the public enemy, the authority of law, or an act or default of the shipper or owner. The household goods carrier's liability shall be that of warehouseman only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file after notice of the arrival of the property at destination has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the household goods carrier or party in possession (and the burden to prove freedom from such negligence shall be on the household goods carrier or party in possession), the household goods carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein, or from riots or strikes. Except in the case of household goods carrier's negligence, no household goods carrier, or party in possession of all or any of the property herein described, shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, and the burden to prove freedom from such negligence shall be on the household goods carrier or party in possession.
- C. In case of quarantine the property may be discharged at the risk and expense of the owner into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the household goods carrier's dispatch at the nearest available point in the household goods carrier's judgment, and in any such case the household goods carrier's responsibility shall cease when property is so discharged, or property may be returned by the household goods carrier at the owner's expense to the shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owner of the property or the household goods carrier may file a lien. The household goods carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by the household goods carrier's officers, local agents, or employees, nor for detention, loss, or damage of any kind occasioned by the quarantine or its enforcement. A household goods carrier shall not be liable, except in the case of negligence, for any mistake or inaccuracy in any information furnished by the household goods carrier, its local agents, or officers, as to quarantine laws or regulations. The shipper shall hold the household goods carrier harmless from any expense it may incur, or damages it may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

### **(2) Section 2 of contract terms and conditions.**

- A. A household goods carrier is not bound to transport property by any scheduled vehicle or in time for any particular market other than with reasonable dispatch. A household goods carrier shall have the right, in case of physical necessity, to forward the property by any household goods carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum amount recovered, whether or not such loss or damage occurs from negligence.
- B. As a condition precedent to recovery, a claim must be filed in writing with the receiving or delivering household goods carrier, or the household goods carrier issuing the bill of lading or receipt, or the household goods carrier on whose line the loss, damage, injury, or delay occurred, or the household goods carrier in possession of the property when the loss, damage, injury, or delay occurred, within 60 days after delivery of the property or, in case of failure to make delivery, then within 60 days after a reasonable time for delivery has elapsed; and suits shall be instituted against any household goods carrier only within two years and one day from the day when notice in writing is given by the household goods carrier to the claimant that the household goods carrier has disallowed the claim or any of its part or parts specified in the notice. Where a claim is not filed or a suit is not instituted in accordance with the foregoing provisions, a household goods carrier hereunder shall not be held liable, and the claim will not be paid.
- C. Any household goods carrier or party liable on account of loss of or damage to any of the property shall have the full benefit of any insurance that may have been effected, upon, or on account of, said property, so far as this shall not avoid the policies or contracts of insurance; provided, that the household goods carrier reimburses the claimant for the premium paid.

### **(3) Section 3 of contract terms and conditions.**

- A. Except where such service is required as the result of household goods carrier's negligence, all property shall be

- subject to necessary cooperation and baling at the owner's cost.
- B. Carrier's liability is limited by a term or condition of the contract of carriage.
  - C. For all services uniform conditions of carriage apply.

**(4) Section 4 of contract terms and conditions.**

- A. Property not removed by the party entitled to receive it within the free time (if any) allowed by tariff lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination has been duly sent or given, and after tender of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vehicle, warehouse, or place of business of the household goods carrier, subject to the tariff charge for storage and to household goods carrier's responsibility as warehouseman, only, or at the option of the household goods carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or other available point, or if no such warehouse is available at point of delivery or at other available storage facility, at the cost of the owner and there held without liability on the part of the household goods carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading or receipt for notification, showing the warehouse in which the property has been placed.
- B. If nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the household goods carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the household goods carrier; provided, that the household goods carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading or receipt if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Thirty days must elapse after notice that the property was refused or remains unclaimed was mailed, sent, or given before notice of sale may be published.
- C. If perishable property which has been transported is refused by the consignee or party entitled to receive it, or the consignee or party entitled to receive it shall fail to receive it promptly, the household goods carrier may, in its discretion, to prevent deterioration or further deteriorations, sell the same to the best advantage at private or public sale; provided, that if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.
- D. If the procedure provided for in this section is not possible, it is agreed that nothing contained in the section shall be construed to abridge the right of the household goods carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- E. The proceeds of the sale shall be applied by the household goods carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care requires special expense. If there is a balance it shall be paid to the owner of the property.
- F. If the household goods carrier is directed by the consignor or its agent to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- G. If the household goods carrier is directed by the consignee or its agent to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

**(5) Section 5 of contract terms and conditions.**

A household goods carrier shall not carry or be liable in any way for documents, specie, or for articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed.

**(6) Section 6 of contract terms and conditions.**

Every party, whether the principal or local agent, shipping explosives or dangerous goods, without previous full written disclosure to the household goods carrier of their nature, shall be liable for and indemnify the household goods carrier against all loss or damage caused by the goods, and the goods may be warehoused at the owner's risk and expense or destroyed without compensation.

**(7) Section 7 of contract terms and conditions.**

- A. The owner or consignee shall pay the freight and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no household goods carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading or receipt until all rates and charges have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading or receipt that the household goods carrier shall not make delivery without requiring payment of the charges and the household goods carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for the charges. Where the household goods carrier has been instructed by the shipper or consignor to deliver the property to a consignee other than the shipper or consignor, the consignee shall not be legally liable for transportation charges in respect of the transportation of the property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee is an agent only and has no beneficial title in said property, and prior to delivery of said property has notified the delivering household goods carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment re-conn signed or diverted to a point other than that specified in the original bill of lading or receipt, has also notified the delivering household goods carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so re-conn signed or diverted, the beneficial owner shall be liable for such additional charges.
- B. If the consignee has given to the household goods carrier erroneous information as to whom the beneficial owner is, such consignee shall be liable for the additional charges. Nothing herein shall limit the right of the household goods carrier to require at time of shipment the payment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading or receipt, the freight charges must be paid on the articles actually shipped.

**(8) Section 8 of contract terms and conditions.**

If this bill of lading or receipt is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading or receipt, the shipper's signature to the prior bill of lading or receipt as to the statement of value or otherwise, or election of common law or bill of lading or receipt, in or in connection with such prior bill of lading or receipt, shall be considered a part of this bill of lading or receipt as fully as if the same were written or made in or in connection with this bill of lading or receipt.

**(9) Section 9 of contract terms and conditions.**

Any alteration, addition, or erasure in this bill of lading or receipt which shall be made without the special notation herein of the agent of the household goods carrier issuing this bill of lading or receipt, shall be without effect, and this bill of lading or receipt shall be enforceable according to its original tenor.