

# Graham Family Auto Transport | Shipping Terms & Conditions

**DEFINITIONS:** “Company” refers to Graham Family Auto Transport LLC, licensed as a freight broker by the Federal Motor Carrier Safety Administration (FMCSA); “Customer” refers to the person for whom the freight brokering services are being provided. “Vehicle” refers to the freight being brokered. “Carrier” refers to the actual transport carriers physically moving the Vehicle. “Agreement” encompasses the “Reservation Confirmation”, “Terms and Conditions”, and “Shipment Requirements”.

**COMPLETE AGREEMENT:** Customer acknowledges the Agreement constitutes the complete agreement between Company and Customer. All prior written or oral representations are null and void. ANY CHANGES MUST BE REQUESTED VIA PHONE CALL TO (813) 488-0970. EMAIL OR TEXT/SMS MESSAGE WILL ALSO BE CONSIDERED A VALID REQUEST.

**VEHICLE OWNERSHIP & CONDITION:** Customer warrants legal ownership or authority to transport the Vehicle. Customer must provide one set of keys. Vehicle must be in safe condition to load/unload. Inoperable vehicles must roll, brake, and steer; otherwise, additional fees apply or transport may be refused. **Customer or Customer’s agent (the pickup person) is solely responsible for securing or removing all non-permanent exterior and interior fixtures prior to transport. Any damage caused by or to non-permanent fixtures during transit is the sole responsibility of the Customer.**

**PERSONAL EFFECTS:** Up to 100 lbs of personal property is permitted in the trunk or below the window line. Company and Carrier are NOT responsible for personal effects. Items exceeding 100 lbs may result in carrier refusal or additional fees.

**DAMAGE CLAIMS:** All transport-related damage must be noted on the Bill of Lading (BOL) at the time of delivery. **Signing the BOL without notation of damage is conclusive evidence that the Vehicle was received in acceptable condition.**

- **Notification Window:** Any alleged damage must be made aware to the Company (Broker) within **24 hours of delivery.**
- **Documentation Window:** Detailed documentation, including all photos of alleged damage and **two different repair estimates**, must be provided to the Company within **five (5) days of delivery.**
- **Liability Exclusions:** Company and Carrier are **NOT liable for damage to, or loss of, non-permanent fixtures (e.g., spoilers, antennas, racks, loose trim, mirrors, license plates, or license plate covers).** It is the responsibility of the person at the pickup location to ensure all such fixtures are removed or safely secured.
- **General Exclusions:** Claims made outside of these timeframes or with incomplete documentation will be denied. All charges owed to Company must be paid in full prior to

initiating a claim. Company is not liable for undercarriage, mechanical functions, interior components, or "Acts of God."

**INSURANCE:** Carrier provides limited cargo insurance. Customer agrees that liability for damages and driver negligence lies solely with the Carrier. Company will assist Customer in providing Carrier insurance information to facilitate claims.

**LIMIT OF LIABILITY:** Company's responsibility is limited to arranging transportation, not performing it. Company is not liable for incidental, special, or consequential damages (e.g., rental cars or hotel stays).

**TRANSIT TIME:** All transit times are estimates. Pickup windows are typically 2-3 business days. Company does not guarantee specific dates and is not liable for expenses resulting from delays.

**PAYMENT:**

- **Payment at Dispatch:** Customer credit card will be collected and securely saved on file. The total contracted price will be charged **immediately when a Carrier is assigned and dispatched.**
- **Authorization:** By entering this Agreement, Customer authorizes Company to charge the card on file for the full amount once dispatch is confirmed. Vehicle will not be released to the Carrier for transit until payment has been successfully processed.
- **No COD/COP: Graham Family Auto Transport does not offer or accept Cash on Delivery (COD) or Cash on Pickup (COP).** All payments must be made electronically to the Company. Customer shall not pay any monies, cash, or certified checks directly to the Driver or Carrier.
- **Adjustments:** Once the Customer credit card is charged for the total price, the price will not change unless there are extenuating circumstances caused by the Customer, including but not limited to: undisclosed inoperable status, undisclosed cargo, or undisclosed modifications.
- **Disputes:** Customer agrees not to seek a chargeback for delays or damage claims. Unauthorized chargebacks will be subject to a minimum **\$195 administrative fee** upon resolution. Company holds a lien on the Vehicle for all unpaid sums.

**CANCELLATION POLICY:** Cancellations after a Carrier has been assigned are subject to a minimum **\$195 cancellation fee.** Once a Carrier is assigned and dispatched, the service is considered rendered. If Company is unable to find a replacement Carrier after a Carrier-side cancellation within 48 hours, a refund will be issued to the Customer for all monies paid.

**DRY-RUN POLICY:** If a Vehicle is not available within 30 minutes of the Driver's arrival, or if delivery is delayed by Customer unavailability, a **\$195 dry-run fee** will be charged to the payment method on file immediately. Additional waiting time is billed at \$100 per 30-minute increment.

**DELIVERY AND STORAGE:** Liability ceases upon unloading at the destination. Unclaimed Vehicles may incur storage fees at the Customer's expense. Failure to accept delivery for more than 30 days authorizes the Company to foreclose its lien on the Vehicle.

**INDEMNIFICATION & DISPUTE RESOLUTION:** Customer agrees to indemnify and hold Company harmless from all claims arising from transport. This Agreement is governed by the laws of the State of Florida. Proper venue for any litigation shall be in **Pasco County, Florida**. The prevailing party is entitled to reasonable attorney's fees and costs.

**SEVERABILITY:** If any provision is found invalid or unenforceable, the remainder of the Agreement remains in full force and effect.