

ADDITIONAL TERMS AND CONDITIONS

- 4) **LIMITATION OF LIABILITY:** As a broker, YOU CRATE shall have no liability for any damage or loss to, or delay of, CUSTOMER's property. In exchange for the rates under this Move Agreement, CARRIER's liability shall be that of a motor carrier of property under 49 U.S.C. § 14706 subject to a maximum liability of 10¢ per pound per piece or \$ _____ per container or trailer, whichever is less. In no event shall YOU CRATE or CARRIER be responsible for any special or consequential damages of CUSTOMER without regard to whether YOU CRATE or CARRIER had with notice of any circumstances which might result in such damages.
- 5) **ADDITIONAL CHARGES:** The charges set forth herein are based on the specifics outlined within this Move Contract. Charges are subject to change for change in drop-off or pickup date, origin or destination location, parking fees or fines, equipment detention, gypsy moth quarantine, re-delivery, cleaning or removal of debris from a container and/or trailer, guaranteed service or cancellation of the Agreement within _____ days of the move. Additional charges of \$ _____ per day per container and \$ _____ per day per trailer shall be assessed for the detention of container(s) or trailer after two (2) business days at origin or destination. If CUSTOMER is not ready for delivery of the container within the delivery dates set forth above, or requests that the container(s) or trailer be held and/or stored between pickup and delivery, storage charges will accrue at the rate of \$ _____ per container or \$ _____ per trailer per day or any part thereof.
- 6) **CONTENTS AND PROHIBITED COMMODITIES:** CUSTOMER agrees that it shall not place any hazardous materials of any type, including but not limited to petroleum products, compressed gases, corrosives, bleach, explosives, fuels, oils, insecticides, matches, candles, propane, aerosol cans, paints and varnishes, paint thinners, cleaning chemicals, and/or other flammables in the container or trailer. In addition, CUSTOMER shall not place any firearms, ammunition, live plants, firewood, perishable goods, animals or pets, food or other items in glass jars or other liquids or materials which may leak, contaminate or otherwise damage the container(s) and/or trailer. Empty propane containers may be included so long as they are properly purged. The maximum weight for a loaded container shall not exceed _____ pounds and the maximum total weight for a trailer shall not exceed _____ pounds. CUSTOMER shall be responsible for any and all fines, penalties or charges related to placing prohibited commodities or materials in the container(s) or trailer and shall INDEMNIFY AND HOLD HARMLESS, YOU CRATE, CARRIER, their respective employees, contractors, agents and assigns from any and all loss, cost, damage to property, personal injury, expense, fine or penalty arising out of or related to CUSTOMER placing prohibited items in the shipment or exceeding appropriate weight limits.
- 7) **EXCLUSIONS:** CARRIER shall not be liable for any damage or loss to any property due to: (a) the packing, unpacking, loading or unloading; (b) inherent risk or vice of items packed or unpacked which are not suitable for transportation or inappropriately loaded; (c) change in temperature, moisture, atmospheric conditions, or the presence of mold or mildew; (d) Act of God, nature, flood, fire or other circumstances beyond CARRIER's control; (e) act or neglect of CUSTOMER; or other exclusions included in CARRIER's tariff, a copy of which is available upon request.
- 8) **ASSUMPTION OF RISK:** CUSTOMER assumes all risk and liability for any act or omission of CUSTOMER or its agents for cargo or property damage, personal injury or other loss or claim arising out of or related to the loading, unloading, packing or unpacking of the container(s) or trailer, the location or placement of the container(s) or trailer, including any damage to streets, driveways, yards or buildings, or other claims arising from the use of the container or trailer.
- 9) **LIEN:** IN ADDITION TO ANY LIENS OR OTHER REMEDIES PROVIDED BY APPLICABLE LAW, CUSTOMER HEREBY GRANTS YOU CRATE AND CARRIER A CONTRACTUAL LIEN UPON ANY AND ALL PROPERTY PLACED IN A CONTAINER OR TRAILER TO SECURE PAYMENT OF ALL SUMS OR OTHER CHARGES DUE UNDER THE TERMS AND CONDITIONS OF THIS MOVE AGREEMENT. IF CUSTOMER FAILS TO MAKE PAYMENT IN FULL OF ANY CHARGES OR FEES, YOU CRATE OR CARRIER MAY RETAIN POSSESSION OF SUCH GOODS UNTIL PAID IN FULL OR OTHERWISE SELL OR DISPOSE OF SUCH GOODS IN A REASONABLE MANNER. AS CUSTOMER HAS KNOWLEDGE OF THE CONTENTS OF THE CONTAINER(S) OR TRAILER, CUSTOMER WAIVES ANY OBLIGATION OF YOU CRATE OR CARRIER TO PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN THE CONTAINER(S) OR TRAILER TO THE EXTENT REQUIRED BY ANY APPLICABLE STATE OR FEDERAL LAW. ANY PROCEEDS FROM THE SALE OF GOODS SHALL BE FIRST APPLIED TO THE COST OF SALE AND THEN TO ALL SUMS DUE AND OWING YOU CRATE AND/OR CARRIER.
- 10) **NO WARRANTIES:** YOU CRATE AND CARRIER DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES OR REPRESENTATIONS CONCERNING THE CONTAINER, TRAILER OR ANY SERVICES HEREUNDER, INCLUDING WITHOUT LIMITATION: (a) ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE MERCHANTABILITY, DESIGN, COMPLIANCE WITH SPECIFICATION, OPERATION, CONDITION, CAPACITY, SUITABILITY, PERFORMANCE, QUALITY, FITNESS FOR USE OR ANY PARTICULAR PURPOSE OF THE CONTAINER(S) OR TRAILER AND (b) ANY WARRANTY, GUARANTEE OR REPRESENTATION CONCERNING THE SAFETY, SECURITY OR NATURE OF THE CONTAINER FOR PROPERTY STORED THEREIN. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS MOVE CONTRACT DOES NOT CREATE ANY DUTY, CONTRACTUAL OR OTHERWISE, OF YOU CRATE OR CARRIER TO CREATE, INCREASE OR ENHANCE THE CONDITION, SAFETY OR SECURITY OF THE CONTAINER(S) OR TRAILER. TENANT ACCEPTS THE CONTAINER(S) OR TRAILER "AS IS" AND WITH ANY AND ALL FAULTS, APPARENT OR OTHERWISE.
- 11) **COMPLIANCE WITH LAWS AND GYPSY MOSS REGULATIONS:** CUSTOMER will comply with all applicable laws and regulations. In addition, CUSTOMER acknowledges and agrees that, to the extent it includes any outdoor household articles, as defined by the U.S. Department of Agriculture Regulations, in the container(s) or trailer and has those goods transported from a quarantined area through or into a non-quarantined area, CUSTOMER shall be responsible to undertake any and all inspections; provide completed inspection and other documentation necessary to transport the goods; and otherwise comply with state or federal regulations. In addition, to the extent any such property being transported into or out of a particular state may be subject to quarantine, restriction, declaration or fee, including agricultural restrictions and/or U.S. and Canadian Custom laws, CUSTOMER shall be responsible for compliance with all such requirements as well as any cost, loss or expense incurred by YOU CRATE or CARRIER as a result of the CUSTOMER's failure to comply with such requirements and/or provide appropriate documentation.
- 12) **APPLICABLE LAW:** This Contract is made in the State of Ohio and shall be construed in accordance with the laws of Ohio and applicable federal laws and regulations. CUSTOMER and YOU CRATE agree that all parties are subject to the jurisdiction and venue of state and federal courts covering Clinton County, Ohio and that all suits between the parties arising out of or related to this Contract and services provided hereunder shall be brought exclusively in such courts.

