## <u>RHODEDOG TRANSPORT, LLC</u> TRANSPORT SERVICE AGREEMENT TERMS AND CONDITIONS

RhodeDog Transport, LLC is a fully insured VETERAN OWNED & OPERATED motor vehicle/automobile carrier servicing the northeast USA. DOT# 3624487 / MC# 1239294

This agreement is solely between the Customer and his, her, or their duly authorized agents, (hereinafter referred to as "Customer",) and RhodeDog Transport, LLC.

- 1. Customer authorizes RhodeDog Transport, LLC to operate and transport motor vehicle between its pickup location and the destination set forth in this shipping order. Customer affirms that the Customer has the legal authority to authorize such transport.
- 2. The Customer understands and agrees that prices are subject to change due to the fluctuations in the car shipping market. If there are any changes to the original agreement, RhodeDog Transport, LLC will inform the Customer before dispatch, for final confirmation. The Customer agrees not to hold RhodeDog Transport, LLC responsible for rate changes or any losses related.
- 3. RhodeDog Transport, LLC shall provide Customer with an estimated pick up and estimated delivery date. However, delays may occur prior to, and/or during transport due to reasons, including but not limited to, weather, road conditions, mechanical problems, time of day or day of the week, etc. There are absolutely no guarantees regarding pick-up or delivery times and dates.
- 4. Once RhodeDog Transport, LLC has scheduled vehicle to pick up and transport RhodeDog Transport, LLC shall notify the Customer via email (the email address provided in Customer's car shipping order).
- 5. RhodeDog Transport, LLC agrees to pick up and deliver as close to designated locations as legally and safely as possible. If conditions such as, but not limited to, low hanging trees, low hanging wires, narrow streets, road obstructions/ conditions, residential or commercial area restrictions, etc., a mutually agreeable place to load or unload may be necessary. If such conditions are not known prior to pickup or delivery, selection of an alternate location will be at driver's discretion. Customer will make

themselves available for coordination communications in the event any changes need to be conveyed.

- 6. The Customer agrees that RhodeDog Transport, LLC will be provided accurate contact information for pickup and delivery contacts as well as any additional parties involved in coordination of the vehicle(s) being transported under this agreement so that any further correspondence and scheduling of vehicle pickup and delivery can be arranged.
- 7. The Customer shall, in their absence, designate a person to act as their agent at the point of pick up and/or delivery, if for any reason the Customer is unavailable. Any delays may incur additional fees and at RhodeDog Transport, LLC's sole discretion.

CUSTOMER RESPONSIBILITIES

VEHICLE PREPARATION

- 8. Customer warrants that he/she/they will pay the transportation price/deposit due to RhodeDog Transport, LLC, for delivered vehicles, and will not seek to charge back a credit card or cancel/reverse payment to offset any dispute for damage claims and/or delays, etc.. It is the Customer's responsibility to have any payment due when the RhodeDog Transport, LLC Driver arrives.
- 9. Customer must disarm any alarm system installed in the vehicle or provide proper instructions for this matter. In the event said alarm sounds and there are no keys or instructions to turn it off, <u>RhodeDog Transport, LLC's Driver</u> may silence the alarm by any means.
- 10. Customer must assure the vehicle is fully prepared for transport. All loose parts, fragile accessories, etc. must be removed or secured. <u>Customer shall remove all non-permanent outside mounted luggage and other racks prior to shipment.</u> Vehicles must be tendered to RhodeDog Transport, LLC in good running condition with no more than a half tank of fuel (prefer 1/4 tank). <u>Any part of the vehicle that falls off during transport is the Customer's responsibility including damages caused by said part to any vehicles(s) and/or person involved.</u>
- 11. Customer is responsible for full disclosure and agrees to applicable upcharges for any undisclosed items prior to agreed pricing. Luggage and personal property must be disclosed prior to booking order, and acceptance of the property to be allowed for transport is at the sole discretion of RhodeDog Transport, LLC. Any undisclosed personal property may be

cause for RhodeDog Transport, LLC to refuse to pick up vehicle, or charge additional fees. RhodeDog Transport, LLC is not liable for personal items left in the vehicle, nor for damage caused to the vehicle from excessive or improper loading of personal items and will not be covered under RhodeDog Transport, LLC's insurance.

- 12. Personal property prohibited from being transported in/with Customer's vehicle(s) includes but is not limited to explosives, guns, ammunition, flammable products, hazardous materials, narcotics, negotiable and legal papers, alcoholic beverages, jewelry, furs, money, live pets, live plants, unlawful contraband, etc. Customer agrees that the RhodeDog Transport, LLC may dispose of said items with no reimbursement to Customer. RhodeDog Transport, LLC will not be held responsible for delivery of personal property. If Customer places items in the vehicle, whether disclosed or undisclosed, Customer does so at their own risk.
- 13. At the time of pick up, RhodeDog Transport, LLC's Driver will carefully inspect the vehicle for pre-existing damage (exterior only) by completing a vehicle inspection report. The RhodeDog Transport, LLC Driver and Customer will both acknowledge the condition of the vehicle and Customer will sign and receive a copy of the bill of lading via email, if one is provided in the signing process.
- 14. All vehicles MUST be fully operable and able to start. In the event the vehicle does require a jump start, an added fee per jump will be charged (see Fee Schedule.)
- 15. If the vehicle is inoperable, and unable to be loaded, the Customer will be charged a dry run fee (see Fee Schedule) as well as any tolls, parking, or other trip related fees incurred.
- 16. RhodeDog Transport, LLC is not responsible to cover any auction storage fees or pickup/delivery facility storage fees. Customer agrees to pay all storage fees prior to pick up of the vehicle. Should Customer be unable to accept delivery for any reason, the vehicle will be placed in storage. Any and all storage and re-delivery charges and expenses will be the sole responsibility of the Customer.
- 17. If the vehicle is not ready for pickup, or the Customer has misrepresented the shipment the RhodeDog Transport, LLC may be compelled to refuse pick up or charge an additional fee. Misrepresenting the shipment means providing inaccurate information about the make and model of the vehicle,

the condition of the vehicle, the weight of the extra cargo, type of pickup and/or delivery locations (residence, auction, port, etc.), and/or any other information which may affect the price of the shipment.

- 18. Failure to release vehicle for any reason (storage, auction, port, towing, mechanical, purchase fees, scheduling or personal issues, etc.) after driver has been dispatched may result in cancellation and a 'Dry Run' charge (see Fee Schedule.)
- 19. Rescheduling of the pickup resulting in the vehicle not being ready for pickup may incur a rescheduling fee as well as require full advanced payment or (partial non-refundable payment equal to "dry run" charge (per Fee Schedule) prior to rescheduling.
- 20. If the Customer is unable to accept delivery for any reason, the vehicle will be placed in storage. The Customer agrees to pay all storage fees prior to the pick-up of the vehicle.

INSPECTIONS AND DAMAGE CLAIMS

- 21. At the time of pickup, the vehicle will be inspected for any damage, scratches, dents, etc. Anything noticed must be noted in the Bill of Lading (BOL,) which must be signed during pickup by the Customer (or a representative of the Customer). If the Customer or Customer's representative refuses to sign or does not make themselves available to sign the BOL, the RhodeDog Transport, LLC shall have cause to refuse loading the vehicle and charge the Customer for a "dry run" (per Fee Schedule.)
- 22. At the time of delivery, the Customer will inspect the vehicle in the presence of the RhodeDog Transport, LLC. The Customer will sign the Bill of Lading, (BOL.) Any damage must be noted in the BOL. If no damage is noted in the BOL, it verifies that the vehicle was received undamaged, and RhodeDog Transport, LLC is relieved from any further responsibility.
- 23. RhodeDog Transport, LLC responsibility ends when the vehicle is delivered, and the Customer signs the final inspection BOL.
- 24. None of the parties involved in the shipping process (RhodeDog Transport, LLC's Driver, the insurance company or RhodeDog Transport, LLC) are responsible for any mechanical damages to the vehicle.

- 25. RhodeDog Transport, LLC's Driver is not responsible for checking the undercarriage of the vehicle or making such notes on the BOL. Those damages may not be covered by the insurance.
- 26. RhodeDog Transport, LLC will not be responsible for damage caused by acts of God, hail or storm damage, or damage resulting from worn/broken parts of vehicle/item.
- 27. RhodeDog Transport, LLC must be notified of any damages made during the transportation process within 24 hours of delivery.

CARGO INSURANCE COVERAGE & DECLARATIONS

- 28. RhodeDog Transport, LLC's cargo insurance policy provides coverage for the vehicle only. Personal items that are loaded into or with the vehicle are NOT covered by RhodeDog Transport, LLC's cargo insurance. Inventory of personal items will not be taken. The Customer acknowledges that any loss of such personal items is at Customer's risk.
- 29. The Customer agrees and understands that claims and transport service charges are separate transactions, and a claim does not negate the obligation of the Customer to make full payment as per these terms and conditions. Customer agrees that all fees and charges must be made prior to filing a claim for any damage or losses. Withholding any portion of fees and charges, or violating any of the terms under this agreement is considered a breach of contract and may void the right to any insurance claim.

CANCELLATION POLICY

- 30. If the Customer cancels the order prior to assigning a scheduled date, payments made to RhodeDog Transport, LLC (except the booking fee and any payment processing fees/surcharges) will be refunded. However, if the Customer cancels the order after pickup and delivery schedule is established, a cancellation fee will be charged. NOTE: Due to the likely inability to immediately book comparable alternate loads to replace cancellations, no refund will be issued once driver has been dispatched. RhodeDog Transport, LLC reserves the right to grant exceptions on an individual basis.
- 31. The Customer agrees that RhodeDog Transport, LLC has the right to cancel the Shipping Order at any time, for any reason deemed necessary by RhodeDog Transport, LLC.

- 32. The Customer agrees and understands that refusal or cancellation must be submitted by the Customer in writing via email to <u>admin@rhodedogtransport.com</u> or through our website contact form at; <u>https://rhodedogtransport.com/contact</u>. RhodeDog Transport, LLC does not accept, or honor cancellations made via phone call.
- 33. The Customer agrees and understands that a quote provided is not a guaranty of the pick-up but only an offer to arrange the pick-up within the time frame quoted. If RhodeDog Transport, LLC is unable to meet the agreed timeframe by no fault of the Customer, Customer's representatives, contacts, or assignees, the Customer may cancel the arrangement at no charge.
- 34. The Customer agrees that RhodeDog Transport, LLC holds the right to reject or cancel any order for any reason at any time. The Customer also agrees and understands that RhodeDog Transport, LLC cannot be held responsible for any losses or expenses etc. that the Customer may incur due to the cancellation of the order by RhodeDog Transport, LLC.

## **USE OF PHOTOS**

35. Customer authorizes and agrees that RhodeDog Transport, LLC, its members, agents, and assignees can use any Customer provided photos or videos (not subject to copyright laws) to be used by RhodeDog Transport, LLC in its official web pages, other promotional media, etc. in perpetuity. Any photos or videos taken of the Customer's vehicle, property, or likeness, by RhodeDog Transport, LLC, their representatives, assignees, or associates, are the sole property of RhodeDog Transport, LLC. Customer acknowledges and agrees to have no claim or rights to them.

Booking service with RhodeDog Transport, LLC confirms that the Customer understands and accepts all terms and conditions within this agreement.

## Valued Customer,

Our team thanks you for choosing RhodeDog Transport to service your vehicle transport needs. We encourage you to contact us with any questions or concerns before accepting any quotes and booking your order. We will be happy to help you navigate the process to make you comfortable with choosing our service.

RhodeDog Transport Management Team