



HOUSEHOLD GOODS INDIVIDUAL SHIPPER TERMS AND CONDITIONS

These Household Goods Individual Shipper Terms and Conditions (“Terms and Conditions”) apply to any shipment of an individual shipper’s household goods facilitated by Move Masters, LLC, (“MM”) (for the avoidance of doubt, excluding military moves and commercial shippers) or to any shipment in which these Terms and Conditions are incorporated.

These Terms and Conditions (Version #MMTC230901) are effective as of September 1, 2023 (the “Effective Date”).

1. **Definitions and Scope of Operations:**

- a) For any shipment, there are four categories of duties that can be performed by a “Transportation Service Provider”: Booking Carrier, Origin Agent Services Provider, Hauling Carrier, and Destination Services Provider.
 1. The “Booking Carrier” is the Carrier that has entered into an arrangement with a shipper to move the goods. The Booking Carrier conducts a pre-move survey of the goods, provides an estimate, makes the shipper aware of its rights and responsibilities, and all other pre-move functions required by law or these Terms and Conditions.
 2. The “Origin Agent Service Provider” provides packing, disassembly of furniture, and other ancillary non-Carrier services at origin. This can also include any kind of APU or direct pickup service.
 3. The “Hauling Carrier” is the Carrier physically performing the transportation of goods. There may be more than one Hauling Carrier for a shipment. For example, if an Origin Services Provider also transports the goods to a transload facility, the Origin Services Provider would be a Hauling Carrier when performing the transportation. In a trip lease, the Hauling Carrier is the lessor.
 4. The “Destination Services Provider” provides unpacking, assembly of furniture, debris removal and disposal (when delivered to a residence), and other ancillary non-Carrier services at destination. This can also include any kind of SIT or local delivery service.
 5. The Booking Carrier and Hauling Carrier are individually and collectively referred to as “Carrier.”
- b) The Transportation Service Provider may perform any or all of the foregoing duties for a shipment, and the Transportation Service Provider’s compensation, rights and obligations will be tied to the services performed. For example, the Booking Carrier may also act as the Hauling Carrier, and the Hauling Carrier will often also be the Origin Services Provider and the Destination Services Provider.
- c) MM will act as the “Move Manager.” It will determine which carriers within its network have capacity to act as a Hauling Carrier or other Transportation Service Provider for a shipment. MM will also distribute payment to the Hauling Carrier and other Transportation

Service Providers engaged through its network, as well as provide claims administration and transit protection, all as described in Sections 6 and 7 below. MM may also perform certain additional services, such as customer support, if stated in the Service and Compensation Agreement, or if agreed with respect to a particular shipment.

- d) The Booking Carrier can also be the sole Hauling Carrier. However, when the Booking Carrier does not also act as the sole Hauling Carrier:
 - 1. When the Booking Carrier does not act as Hauling Carrier at all (i.e., it does not transport the goods for even a portion of a particular shipment):
 - i. If the Booking Carrier is a freight forwarder, then it will engage the Hauling Carrier as its motor carrier for the shipment.
 - ii. If the Booking Carrier is not a freight forwarder, the Booking Carrier will enter into a trip lease with the Hauling Carrier, under which the Hauling Carrier will lease its services to the Booking Carrier and transport the shipments on behalf of the Booking Carrier.
 - 2. When there is more than one Hauling Carrier (for example, if the Booking Carrier also transports the shipment from the original origin to a transload facility, but not all the way to the ultimate destination, and a second Hauling Carrier takes the goods to the ultimate destination) the two Hauling Carriers will interline the goods.
- e) These Terms and Conditions do not convey exclusivity. Booking Carriers are not obligated to utilize MM's services. However, if a Booking Carrier wishes to utilize MM's services hereunder, whether to assist in finding capacity or other ancillary services, it will contact MM and any transportation facilitated by MM will be governed by these Terms and Conditions. MM does not guarantee that a Transportation Service Provider will be available to perform any particular shipment. MM is not required to recommend the use of a Hauling Carrier or any other Transportation Service Provider in any particular circumstance or with any particular volume. Furthermore, a Booking Carrier has the right to select or reject a Hauling Carrier or other Transportation Service Provider for a particular shipment or to select a particular group of approved Hauling Carriers or other Transportation Service Providers for their shipments.
- f) These Terms and Conditions govern the relationship not only between a Transportation Service Provider and MM, but also between Transportation Service Providers participating in the transportation of a shipment. Any terms governing the rights and obligations of a Transportation Service Provider will also be enforceable between Transportation Service Providers to a particular shipment, as third party beneficiaries.

2. **Rates:** Except as hereinafter provided, the payment for services performed under these Terms and Conditions shall be as shown on the Service and Compensation Agreement entered into by each Transportation Service Provider.

3. **Description of Services:**

- a) Booking Carrier authorizes MM to create and maintain an offset fund for paying claims as outlined in the Service and Compensation Agreement. All loss and damage claims

relating to operations conducted under these Terms and Conditions shall be adjudicated and settled by MM. MM will investigate, settle, adjust, and compromise claims and make such claim payments that in its discretion are proper. MM will pay all claims made by shippers who sustain loss or damage to shipments as required of a household goods carrier under 49 CFR 375. MM reserves the right to recoup claims chargebacks from another entity, such as from the Hauling Carrier to the extent the Hauling Carrier caused the loss or damage, or other Transportation Service Providers involved with a shipment.

- b) Booking Carrier shall be responsible for the preparation of all shipping documents necessary for the transportation of the cargo. The Booking Carrier shall be responsible for the collection of all charges, except when (at the direction of the Booking Carrier) the Hauling Carrier delivers C.O.D. shipments direct to destination residence. A bill of lading shall be issued by or on behalf of Booking Carrier on all traffic handled hereunder, showing the carriers participating under their own authority in the handling of the shipments when the movement is an interline shipment. For the avoidance of doubt, when the transportation is performed via a trip lease, the Booking Carrier will be the only carrier participating under its own authority; the Hauling Carrier truck, driver and workers will be leased to the Booking Carrier.
- c) The Booking Carrier shall retain responsibility for shipments tendered under these Terms and Conditions to the Hauling Carrier from point of pickup to point of delivery; shall arrange for consolidations (including joint loading); and where consolidations have been affected by the Booking Carrier, the Booking Carrier shall furnish the Hauling Carrier with instructions on split pickups and/or deliveries and such other special instructions as may be required under the circumstances. This subsection is specific to cargo and is not intended to imply or confer liability or agency for the purposes of personal injury claims or any other non-cargo claim.
- d) Unless otherwise agreed for any particular shipment, the Hauling Carrier at origin will also be the Origin Agent Services Provider and the Hauling Carrier at destination will also be the Destination Services Provider. However, if requested, MM can arrange to have the non-carrier duties performed by others.
- e) The Hauling Carrier at origin will pick up at origin residence, obtain proper weight of shipment, and provide line haul transportation service from point of origin to point of destination or such other point as agreed for the shipment. The Hauling Carrier at destination will pick up at the point agreed for the shipment, deliver to the destination, and obtain appropriate signatures and timely transmittal documents. If there is only one Hauling Carrier, it will perform the duties of Hauling Carrier at origin and at destination.

4. **Transportation Service Provider Obligations:**

- a) Carrier represents and warrants that while performing services under these Terms and Conditions it will have and maintain operating authority from the FMCSA, or its

predecessor or successor agencies, as a for-hire household goods motor carrier in interstate commerce and shall have and maintain all operating authority, registrations, and licenses that are required by law to perform the services in each jurisdiction in which Carrier performs the services. Carrier shall immediately notify MM if it has a change in its safety fitness rating from the FMCSA, or it at any point becomes not authorized for interstate carriage by the FMCSA.

- b) Transportation Service Provider shall comply with all applicable law, including federal, state and local statutes, rules and regulations, now existing or hereinafter enacted.
- c) Transportation Service Provider shall maintain all equipment used by it hereunder in good, safe, clean and lawful operating condition at all times. Hauling Carrier shall, at its cost, furnish motor vehicles and equipment as may be necessary and suitable to satisfy these Terms and Conditions.
- d) Transportation Service Provider agrees that MM (or its designee(s)) may monitor Transportation Service Provider's compliance with these Terms and Conditions through periodic inspections, audit reviews and other methods of verification deemed useful by MM. In the event of any deficiencies identified by such audit or if Transportation Service Provider otherwise becomes aware of noncompliance with these Terms and Conditions, it shall immediately notify MM of such and provide plans of corrective action and any remediation efforts required as a result thereof. MM may require Transportation Service Provider to certify to its compliance with the obligations set forth in these Terms and Conditions from time to time.
- e) By its acceptance of shipment, the Hauling Carrier agrees to handle the shipment with reasonable dispatch and otherwise comply with all regulations to which any Booking Carrier or Hauling Carrier may be subject and complete all arrangements and commitments of Booking Carrier as assumed by the Hauling Carrier pursuant to these Terms and Conditions.

5. **Liability and Claims:**

- a) Booking Carrier shall accept cargo liability for loss, damage and delay in accordance with 49 U.S.C. § 14706. All claims will be processed subject to 49 C.F.R. §370 and the terms and conditions of the Uniform Domestic Bill of Lading. The claims settlement process related to loss and damage under these Terms and Conditions shall function as outlined in Section 3.a. Shipments will be released to Booking Carrier at \$.60 per pound per article (Released Value) unless shipper purchases valuation coverage (Full Replacement Value) from Booking Carrier on a shipment-by-shipment basis subject to the Booking Carrier's filed tariff and provision regarding valuation coverage.
- b) The Hauling Carrier, Origin Agent Services Provider, and Destination Services Provider, as applicable, will provide the Booking Carrier (for Released Value moves) or MM (for Full Replacement Value moves) with proper documentation with which to carry a claim to a conclusion and must cooperate with the Booking Carrier and MM in determining the

facts of the claim and may bear responsibility for the claim. If Booking Carrier or MM requests the cooperation of the Hauling Carrier, Origin Agent Services Provider, and Destination Services Provider regarding a claim and does not receive a reply within fifteen (15) days of the date of the correspondence, the Hauling Carrier, Origin Agent Services Provider, or Destination Services Provider, as applicable, will be bound by the decision of the Booking Carrier or MM.

- c) In the event of overcharge, over-collection, duplicate payment or a cargo claim for which Booking Carrier's insurer denies coverage, the entity that has paid such overcharge, over-collection, duplicate payment or cargo claim will have the right to set off against payments to the Hauling Carrier, up to the amount in controversy until such claim is amicably resolved or otherwise adjudicated.
6. **Move Management:** MM will provide Move Manager services, including claims administration services, on behalf of the Booking Carrier for all shipments. Specifically, MM will:
- a) investigate and settle all claims and make such payments as deemed proper, resulting from operations conducted under these Terms and Conditions.
 - b) communicate directly with the Transportation Service Providers, including scheduling pickups, deliveries, and shipment registrations, and resolve difficulties encountered in transit, payment issues, etc.
 - c) assist the Booking Carrier in obtaining Transportation Services Providers to service a shipment and to maintain a good working relationship with the Transportation Services Providers.
 - d) meet all applicable FMCSA requirements in connection with the services provided to the Booking Carrier under these Terms and Conditions.
 - e) distribute amounts received for services performed under these Terms and Conditions in accordance with the Service and Compensation Agreement.
 - f) provide a continuous line of communication with Booking Carrier to include monthly dialog and reports, email, and yearly onsite visits as necessary for purposes of planning and reviewing.

The Hauling Carrier will provide MM with proper documentation with which to carry a claim to a conclusion.

7. **Transit Protection and Valuation:** On shipments released at \$6.00 (or greater) times the net weight of the shipment, otherwise referred to as Full Replacement Valuation (FRV), MM shall deduct and retain 4% of the linehaul revenue, 4% of the packing revenue, and 4% of any additional transportation revenue hereinafter referred to as "Limited Liability" reduction in order to reduce the liability of the Transportation Service Provider to no more than \$1.25 per pound per article for

any cargo claims for which the Hauling Carrier is liable to the customer (except for missing items or gross negligence as otherwise indicated herein).

8. **Missing Items/Negligence/Mishandling:** Missing items or loss and damage as a result of negligence or mishandling will be charged back 100% to the responsible party based on repair costs or the market value of each item subject to Booking Carrier's maximum cargo liability as declared on the bill of lading. In other words, if an item with a value of \$500 is lost, the responsible party will be charged back the full \$500 without regard to the weight of that individual item.

Acts of negligence/mishandling include, but are not limited to:

- A. Subjecting cargo to water damage by transporting same in a leaky van or unprotected on an open flatbed.
- B. Subjecting cargo to weather damage by storing in vans or containers in an unsheltered area (such as on the dock or in a yard).
- C. Staging the shipment for loading or unloading in a manner that exposes it to damage from weather, water, or dirt.
- D. Subjecting goods to pilferage or theft by leaving equipment or shipments unattended, unsecured, or in an area where units are not normally parked, that is, a dark residential street or high-crime area (instead of an appropriate area such as yards of agents or offices, truck stop and motel).
- E. Hauling electronic equipment without use of properly equipped unit (included necessary pads and straps).
- F. Negligent packing including, but not limited to:
 - 1. Packing hazardous materials
 - 2. Knowingly packing articles together that will cause damage to the contents or surrounding items (e.g. packing bleach with clothing).
 - 3. Failure to use cushioning materials in cartons that contain breakable objects.
- G. Mishandling of cargo, e.g. failure to use pads, tailgating, deliberate damage, etc.
- H. Failure to respond to claims inquiries (e.g. tracers).
- I. Subjecting cargo and trailer to fire and resulting damage by failing to properly inspect unit prior to any movement, or welding on trailer while loaded.
- J. Failure to take appropriate exception sheets, riders, or O, S&D reports.
- K. "At fault" accident.
- L. Failure to properly secure or brace cargo in transit.

The Hauling Carrier agrees that the submission of a clear receipt at delivery, by itself, does not allow a claim denial.

9. **Missing or Late Loss or Damage Reports:** All notification of loss or damage reports on residential deliveries must be sent to the Hauling Carrier within 30 days of delivery. If any agent or Hauling Carrier fails to timely supply a properly completed notification of loss or damage to the Booking Carrier, that agent or Hauling Carrier will be charged back 100% of any claim amount that is not the fault of MM or any other Transportation Service Provider. A late notification of loss or damage will be treated the same as not having received the notification of loss or damage.

10. **Forced Claim Settlement:** It is agreed and understood that the shipper may disagree with the rules, regulations or contractual terms concerning claim settlements and will not accept the Booking Carrier's legal liability or agree to it. In such instance, the Booking Carrier will consult with the Hauling Carrier and MM to work toward a cooperative resolution. However, if no resolution can be agreed, the Booking Carrier has the right to settle the claim, and both the Hauling Carrier and Booking Carrier will assume a pro rata share of the liability based upon the percentage participation in the transportation and physical handling of the shipment. It is agreed that a claim form, itemized letter, or a copy of the set-off action from the customer, court, or any other party who is ruling on this settlement must substantiate the claim settlement amount. It is agreed that where the Booking Carrier only books the shipment and does not service it in any way, such as packing or pickup, that no portion of a claim settlement will be shared by the Booking Carrier. To the extent MM or the Booking Carrier pay a cargo loss to the cargo owner, the parties hereto have agreed that MM and the Booking Carrier will not be construed as volunteers.

11. **Unearned transportation When Weight is Deducted on Items Lost or Destroyed in Transit:** The Transportation Service Provider responsible for the lost or destroyed article will also be liable for 100% of any unearned freight charge that may be assessed against the Booking Carrier.

12. **Concealed Damage or Missing articles:** Concealed damage on shipments that cannot be attributed to a responsible Transportation Service Provider will be shared equally among all participants, including the Booking Carrier if the Booking Carrier handles the shipment. Liability for missing articles within packed cartons will be shared equally among all participants, including the Booking Carrier. The Hauling Carrier will be responsible at their agreed liability level as outlined above for documented exterior damage to containers while in the Hauling Carrier's possession which results in contents damage, or for damage which clearly should have been noticed and annotated, or for cartons listed as being damaged but which the Hauling Carrier fails to open and inspect for damage to contents.

13. **Shipper Notifications:** In the event of a delay or any occurrence where notification may be required, Hauling Carrier shall notify MM and MM will provide notifications and communications to shippers on behalf of the Booking Carrier; provided, however, Hauling Carrier shall notify Booking Carrier as soon as it becomes known that such notification will be necessary, and in any event, in sufficient time for Booking Carrier to perform its obligations hereunder.

14. **Storage in Transit:** When necessary to place a shipment in storage at destination, Hauling Carrier will place such shipment in the warehouse of the agent specified by MM. If no agent is specified or the designated agent is unable to accept the shipment, the Hauling Carrier must call MM for an assignment of a destination agent. In the event a shipment is delivered to a warehouse without approval of MM, Hauling Carrier assumes full liability of all uncollectable monies from the unauthorized destination agent of any claim deriving from the fault of the destination agent. Also, in such instances, the Hauling Carrier assumes full liability for all charges due the Booking Carrier on corporate or C.O.D. shipments. A \$25.00 billing fee will be deducted from each storage in transit invoice.

15. **Shipping Documents:** When making a direct pickup from a residence, Hauling Carrier agrees to return weight tickets and inventories to the Booking Carrier within 2 working days of pickup. Failure to return such paperwork in a timely manner may result in overnight delivery charges being assessed against the Hauling Carrier if Booking Carrier or Booking Carrier's agent must use overnight delivery service.
16. **Discount Rates:** The rates used in these Terms and Conditions will be negotiated on a load-by-load basis and quoted as a percentage of the Booking Carrier's tariff rate.
17. **Collect on Delivery:** On shipments that collect on delivery, the Hauling Carrier is responsible for the collection of all C.O.D. monies at the time of delivery to residence. All monies and proper delivery paperwork are to be forwarded by the Hauling Carrier to be received by Booking Carrier within seven (7) days of the delivery date.
18. **Incomplete Services:** It is agreed that if Hauling Carrier does not complete the services for the customer, and cannot provide a waiver signed by shipper, MM may contact a third party to complete the services and charge-back the Hauling Carrier the amount of money paid for these services.
19. **Intermediate Interline Point:** Unless otherwise agreed, the Hauling Carrier will transport the shipment from origin to destination without the use of any other carrier. However, in the event of an emergency (e.g. van fire, mechanical failure that cannot be fixed timely or transloaded into another vehicle of the Hauling Carrier), the Hauling Carrier will contact MM and MM will arrange for another carrier to complete the transportation. In this event, the line haul compensation shall be divided between the initial Hauling Carrier and the second Hauling Carrier on a prorated basis, i.e.: the second Hauling Carrier compensation will be calculated on the mileage from the interline point to destination as if the shipment's origin was the interline point, less pickup allowance. The initial Hauling Carrier compensation will be the normal compensation less pick allowance and any amounts due second Hauling Carrier.
20. **Prohibited Interline:** If the Hauling Carrier cannot service a shipment accepted between the points agreed, the Hauling Carrier will coordinate with MM. Hauling Carrier may not subcontract or interline the shipment with another carrier without MM's consent.
21. **Overflow:** If there is an overflow on a shipment and the estimated weight provided by Booking Carrier to the initial Hauling Carrier is 110% or less than the actual weight, then the Hauling Carrier transporting the overflow portion will be compensated as if the overflow portion were a new shipment and the additional amount paid to the overflow Hauling Carrier will be deducted from the initial Hauling Carrier. If the estimated weight is more than 110% of the actual weight, then the Booking Carrier shall bear the additional expense of the overflow. In either case, the Hauling Carrier transporting the overflow portion will be responsible for moving the overflow and the initial Hauling Carrier is required to notify Booking Carrier immediately upon determining that there will be an overflow.
22. **Diverted Shipments:** If a shipment is diverted enroute where the new destination is such that it is practical to leave the shipment on the van, then normal compensation applies, with mileage

calculated from the origin point via the actual point of diversion, or from origin point to new destination point, whichever is greater, provided, however, that the actual point of diversion is an en route point to the original destination. Booking Carrier will retain the diverted shipment charge. If a shipment is diverted en route where the new destination is such that it is not practical to leave the shipment on the van and the shipment is unloaded into a warehouse, then the original Hauling Carrier will be paid normal compensation calculated from the origin point to the location of the warehouse. The second Hauling Carrier will be paid normal compensation, less pickup allowance, on miles calculated from the warehouse to the new destination. It is agreed that Booking Carrier is responsible for the secondary movement and any storage set-off charges that may apply and will retain the diverted shipment charge.

23. **Consolidated Shipments:** The line haul rate will be based on the total weight of all shipments in the consolidation and miles will be determined from the point of first pickup to the most distant destination point. Each portion of the consolidation will move on actual weight not subject to a minimum. Each shipment except the first will be subject to extra pickup and delivery.

24. **Waiver of Lien:** Hauling Carrier waives the right to exercise legal or equitable lien or the right to hold cargo and agrees to deliver the cargo in a timely manner.

25. **Third Party Services:** MM will engage third party services such as a Booking Agent, Origin Agent Services Provider, or Destination Services Provider if requested by the Booking Carrier or Hauling Carrier. MM may also, at its discretion, permit a Transportation Service Provider to initiate third party services and to pay the third party directly and submit a copy of the paid receipt to MM and other documents in order to receive payment, if billable. The Transportation Service Provider who engages the third party will be responsible to the other Transportation Service Providers and to MM for the actions of the third party and will be responsible for any liability of the third party. Nothing in these Terms and Conditions prohibits a Transportation Service Provider that engages a third party from entering into an arrangement to allocate responsibility between themselves.

26. **Personnel:** Transportation Service Provider will deliver quality moving and storage services to all customers. Transportation Service Provider will service shipments with a trained and professional workforce that respects the customer and protects their home and belongings from damage. Transportation Service Provider will ensure a background check is conducted on all personnel performing services under these Terms and Conditions, even on employees and/or independent contractors used by a subcontractor. Transportation Service Provider agrees that its employees or subcontractors will always maintain a neat and professional appearance and demeanor on the job in performance of work order under these Terms and Conditions.

27. **Trip Lease:** For transportation subject to a trip lease, the lease must be maintained inside the vehicle used to perform the transportation for the entire duration of the lease.

28. **Indemnity:** Transportation Service Provider hereby agrees to defend, indemnify and hold harmless MM and all other Transportation Service Providers (including its affiliates, and its and their respective officers, directors, employees, contractors, equity holders, representatives, agents, successors and assigns) to the fullest extent not prohibited by applicable law, from and against any

and all losses, damages, liabilities, obligations, settlements, awards, costs (including court costs, costs of settlement, costs of enforcing any right to indemnification hereunder and costs of pursuing any insurance providers) and expenses (including reasonable attorneys' fees and expenses) of any kind whatsoever suffered or incurred in connection with any claim, action, cause of action, demand, suit or proceeding (collectively, "Claims") arising out of or relating to the actions performed by it under these Terms and Conditions, including without limitation, Claims alleging:

- a) any liability or expense on account of any public liability, property damages, bodily injury or death to anyone, or environmental restoration (other than damage to household goods cargo, which is addressed in Sections 5, 3.a, and as otherwise addressed in these Terms and Conditions);
- b) that it was negligent to hire or select the Transportation Service Provider;
- c) that a driver(s) that has transported a shipment under these Terms and Conditions is an employee of MM or another Transportation Service Provider;
- d) gross negligence, willful misconduct, negligent misrepresentation or a more culpable act or omission of the Transportation Service Provider;
- e) a breach of any representation, warranty, covenant or agreement contained in these Terms and Conditions by the Transportation Service Provider.

Transportation Service Provider's obligation to indemnify and defend shall not be affected by alleged negligence or willful misconduct of MM and all other Transportation Service Providers to the maximum extent permitted by law. If this provision is found in any way to be overbroad, it is the parties' intent that this provision be enforced to allow indemnification to the maximum extent permissible.

29. **Insurance:**

- a) Hauling Carrier and Booking Carrier, at its own cost and expense, will procure and maintain in force while performing services under these Terms and Conditions, with reputable insurers the following:
 - 1. Commercial General Liability insurance covering bodily injury and property damage, personal and advertising injury, and products/completed operations coverage with minimum limits of at least \$1,000,000 for any claim arising out of a single occurrence and \$2,000,000 for all claims in the aggregate;
 - 2. Worker's Compensation insurance coverage adequate to comply with all statutory requirements and Employer's Liability with minimum limits of at least \$1,000,000;
 - 3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, and endorsed to cover all owned, non-owned and

hired vehicles while used in connection with the work under these Terms and Conditions;

4. Cargo Liability insurance to coverage damage to or loss of cargo in the amount \$100,000 per occurrence.
- b) The Commercial General Liability, Worker's Compensation and Automobile Liability policies shall contain a waiver of subrogation in favor of MM and the Booking Carrier.
- c) The Commercial General Liability and Automobile Liability policies shall name MM and the Booking Carrier, and their parents, subsidiaries, and affiliates, and their respective officers, directors, shareholders, members and employees as additional insureds.
- d) The Commercial General Liability and Automobile Liability policies shall also include a blanket additional insured endorsement which insures entities that by contract are required to be named as additional insureds.
- e) The Commercial General Liability and Automobile Liability policies will be primary and will not require contribution from any coverage maintained by MM and will not contain, without MM's prior written consent, any special or non-customary exclusions.
- f) Carrier's Cargo Liability insurance policies shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of Carrier's employees, agents, officers or directors. If said policies contain such exclusions, Carrier shall obtain and furnish a surety bond or endorsement to its policy providing such coverage to the satisfaction of MM. In addition, Carrier's Cargo Liability insurance policies shall not exclude coverage for unattended vehicles, breakdown or failure of mechanical refrigeration equipment, or any products transported on behalf of MM or Booking Carrier. If said policies contain such exclusions, Carrier shall obtain and furnish an endorsement extending appropriate coverage.
- g) Carrier will deliver to MM, prior to the performance of any work under these Terms and Conditions, certificates of insurance evidencing the coverages required herein. Renewal certificates shall be provided to MM within five (5) days following the renewal of any policy. Carrier will promptly notify MM upon any cancellation of, or material change to, any insurance policy required under these Terms and Conditions.
- h) All insurance policies referred to above will be maintained with licensed insurance companies that are rated A- or better by AM Best. The fulfillment of the insurance obligations hereunder will not otherwise relieve Carrier of any liability assumed by Carrier under these Terms and Conditions or in any way modify Carrier's obligations to indemnify MM.

- i) Notwithstanding the foregoing, if Carrier meets all applicable federal requirements, Carrier may use self-insurance to self-insure some or all of its insurance obligations hereunder, if such self-insurance is to MM's satisfaction.
- j) Nothing contained herein shall be construed to limit Carrier's liability to the insurance limits set forth above. Furthermore, Carrier will not be entitled to the benefit of any insurance obtained by MM.

30. **Independent Contractor:** Each Transportation Service Provider and MM are all independent contractors. Each Transportation Service Provider and MM have the sole and exclusive responsibility for the costs and the manner in which its employees and/or independent contractors perform their services hereunder, and the equipment used.

31. **Payment Terms:** Hauling Carrier will forward all documents necessary for rendering billing to the Booking Carrier within 10 days of delivery. Booking Carrier will render all necessary billing to its accounts (no waivers). MM will bill the Booking Carrier for all services performed and pay for Hauling Carrier and any other service provider from the proceeds received from the Booking Carrier. Booking Carrier agrees to pay MM within thirty (30) days from the date of MM's invoice, provided all necessary delivery paperwork has been received by Booking Carrier. The Transportation Service Providers and MM give each other the authority to offset or deduct the accounts receivable on accounts due the other or its associated carriers from any accounts payable or revenues due it or its related companies. Payment for services will not be earned or paid unless the Transportation Service Providers submits a valid invoice and such other documentation as required herein within one year of performing such services (failure of which will constitute a cancellation and waiver of all claims relating to such services).

32. **Governing Law and Disputes:** Services performed governed by these Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of the state of Florida (other than provisions addressing conflicts of laws), except where these Terms and Conditions references federal statutes, and does not modify the rights or obligations thereunder, which shall be governed by and construed and interpreted in accordance with federal law. Any disputes arising out of or relating to these Terms and Conditions, if not able to be amicably resolved, will be handled through arbitration under the commercial rules of the American Arbitration Association, in Jacksonville, Florida, unless otherwise mutually agreed by the parties to the arbitration.

33. **Non-Discrimination:** Any entity subject to these Terms and Conditions agree that they will conform to the U.S. President's Executive Order to not discriminate against any employee or applicant because of race, sex, color, creed or national origin.

34. **Firearm Handling:** Firearms are extremely sensitive items to handle and must be provided the highest level of security at all times. Any suspected or actual theft of firearms must be reported immediately to the shipper and local law enforcement authorities. All parties involved must make themselves available to the appropriate authorities if an investigation is conducted.

The procedures regarding the safe and secure transportation of firearm(s) when shipped as household goods are indicated below and must be followed without exception.

- a) The Hauling Carrier should take physical possession of the firearm(s) or carton with the firearm(s) upon arrival at residence or warehouse.
- b) The Hauling Carrier will ensure the firearm(s) are physically present in the appropriate carton and the inventory, high value inventory and chain of custody form is properly completed. Jointly inventory the firearm(s) with the customer or the person transferring custody to the van operator.
 1. Mark the outside of the carton as household item, DO NOT in any way indicate that there is a firearm in the carton (ATF regulation).
 2. On the Household Goods Descriptive Inventory, identify the firearm by manufacturer's name (make), model, gauge, and serial number.
- c) The Hauling Carrier should place the firearm(s) or carton containing firearm(s) in the van such that it is inaccessible without unloading several other items (bury it in the load).
- d) The Hauling Carrier is then responsible for the firearms until relieved at destination by the customer or another van line representative enroute, such as a senior agency representative or warehouseman at storage facility.
- e) While enroute, the Hauling Carrier will ensure the trailer remains locked at all times and prudent care is taken to monitor the trailer so that theft of the firearms cannot take place.

35. **Notices:** Any notice required or permitted to be given under these Terms and Conditions, unless otherwise indicated, shall be deemed sufficiently given if it is delivered by hand or sent by prepaid mail, registered or certified, return receipt requested, by a nationally recognized overnight courier, or email transmission (with confirming copy sent first class mail) if sent as follows:

Notices to MM under these Terms and Conditions are to be sent:

To: Move Masters
ATTN: Non-Government Program Administrator
8445 Western Way
Jacksonville, FL 32256

Notices to the Transportation Service Provider are to be sent to the person who signs the Service and Compensation Agreement on behalf of the Transportation Service Provider, at the address listed in that signature block.

36. **Captions:** The captions set forth in these Terms and Conditions are for convenience only and shall not be considered a part of these Terms and Conditions nor affect in any way the meaning of the terms and provisions hereof.

37. **Entire Agreement:** These Terms and Conditions and the Service and Compensation Agreement, and any document referenced or incorporated therein, constitute the entire agreement with respect to its subject matter and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed, or implied, with respect to the subject matter hereof for non-government shipments.

38. **Amendments:** These Terms and Conditions may be revised from time-to-time by MM. MM will notify the Transportation Service Provider of any such revision in writing at least thirty (30) days prior to the effective date of any such revision.

39. **Severability:** Any term or provision of these Terms and Conditions that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of these Terms and Conditions or affecting the validity or enforceability of any of the terms or provisions of these Terms and Conditions in any other jurisdiction.

40. **Waiver:** No waiver of any right, power, or privilege hereunder shall be binding unless in writing and signed by or on behalf of the entity against which the waiver is asserted.

41. **Priority of Documents:** In the event of any conflict between any documents related to the subject matter of these Terms and Conditions, the following order of priority shall control: (i) these Terms and Conditions; (ii) the Service and Compensation Agreement; (iii) any other term or condition not made null and void by these Terms and Conditions.

42. **Confidentiality:** The Transportation Service Providers and MM shall keep in confidence and not disclose to any third party any confidential or proprietary information either in connection with any shipment under these Terms and Conditions, such as, but not limited to, the rates, value, origin, destination, or consignee of any shipment made hereunder. The Transportation Service Providers and MM may disclose such terms and information to the extent required by law, to obtain financing, or to auditors retained for the purpose of assessing the accuracy of freight bills.

43. **Records Maintenance and Audit Rights:** For at least three (3) years after the term and for any additional period required by law, the Transportation Service Provider will maintain accounting and business records necessary to verify all services performed and fees or charges billed subject to these Terms and Conditions. MM (and its outside third-party auditors) reserves the right to audit all such records, in all media including paper and electronic, at any time during normal business hours upon seven (7) days prior notice to the Transportation Service Provider. In the event MM performs such audit or inspection and non-compliance or an overcharge to MM is discovered, the Transportation Service Provider will immediately remedy such non-compliance or reimburse MM for such overcharge, plus interest on such overcharge at the maximum rate permitted by law, as applicable. If the overcharge equals or exceeds two percent (2%) of the total fees or charges billed to MM for the period subject to audit, the Transportation Service Provider

will also immediately reimburse MM for its audit or inspection costs, including accountant fees and travel expenses.