



P.O. BOX 276
 SILVER CREEK, NE 68663
 (308) 773-2265
 FAX: (308) 773-2506
 1-800-657-2144

C.O.D. AMT. \$		
C.O.D. YES NO	Driver No.	Truck No.

D & D AUTO TRANSPORT

ICC MC #170094 DATE _____

SHIP FROM		
Address		
City	State	Zip
Contact	Phone	

SHIP TO		
Address		
City	State	Zip
Contact	Phone	

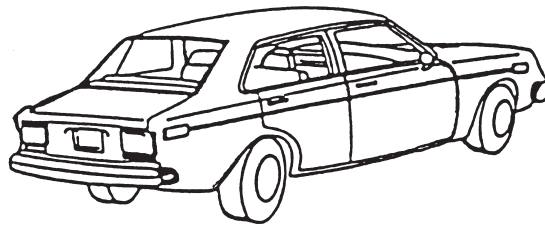
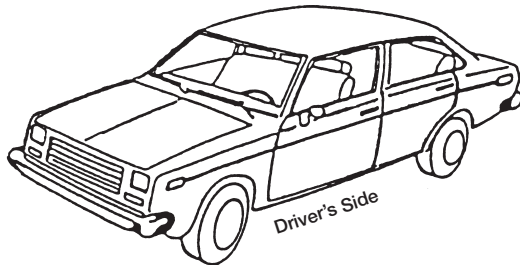
Description of Vehicle and Exceptions

- Vehicle dirty or inspected at night or in the rain. Could have hidden scratches and/or dents.
- Vehicle is overloaded. Not responsible for under carriage damage.

Year, Color _____ Make & Model _____ I.D. Number _____
 State & License Number _____ Odometer Reading _____

D & D AUTO TRANSPORT DOES NOT GUARANTEE DELIVERY ON ANY PARTICULAR SCHEDULE.

INSPECTION



NOTICE:

- 1.) All merchandise must be thoroughly inspected at time of delivery, and all damages must be noted in the space designated.
- 2.) Absolutely no claims on mechanical functions, under carriage, exhaust assembly, alignment, suspension or tuning of engine.
- 3.) All claims must be computed at actual cost. This is absolutely necessary under provisions of the Motor Carrier Act.
- 4.) Absolutely no claims on low hanging spoilers. Absolutely no claims on spoilers or bumpers of cars that customer has overloaded.
- 5.) Any claims for replacements, SALVAGE MUST be turned over to CARRIER before claim can be settled.
- 6.) Absolutely no claims will be accepted for mufflers or exhaust systems on vehicles over two (2) years old.
- 7.) Absolutely no claims will be accepted on damage that results from acts of God.
- 8.) Absolutely no claims on loading or unloading disabled units.
- 9.) Absolutely no claims on leaks from units such as battery acid, antifreeze, etc.
- 10.) Absolutely no claims on broken windows or glass caused by road hazards or stress.
- 11.) All shipments are cash on delivery unless prior arrangements have been made.

Vehicle Inspected at Delivery-NO DAMAGE
Signed _____

I have read and I understand the conditions of this contract. _____ (please initial)

Automobiles are designed for road use and may acquire small scratches, scuffs, dents or abrasions. D & D AUTO TRANSPORT as a carrier can not be liable for minor damage of this nature which is considered to be the result of natural wear and tear. Please inspect vehicles at time of delivery and report any damages to our driver, company will not honor damage claims made after delivery inspection. Please read conditions and terms on reverse side.

I have reviewed my car, with no damages, except as noted above, and hereby release D & D AUTO TRANSPORT from any further claims:

Signature _____

Signature _____

Date Picked Up _____

Date Delivered _____

CONDITIONS AND TERMS

1. Carrier or Agent does not guarantee pick up or delivery on specified dates on shipments, although Carrier and Agent will make a good faith attempt to move the vehicle as promptly as possible and in accordance with Shipper's instructions. Carrier, Agent and Shipper agree that the parties hereto do not foresee or contemplate any car rentals or other special damages arising from a delay in the delivery of the vehicle and carrier and Agent shall not be liable for such damages.
2. Shipper is responsible for preparing vehicle for shipment. All loose parts, special equipment, fragile or protruding accessories, low hanging spoilers, hub caps, etc. must be removed and/or properly secured. Any part of vehicle that falls off in transit is Shipper's responsibility, including damages caused by said part to any and all vehicles involved. Vehicles must be tendered to Carrier in good running condition.
3. All non-operational vehicles tendered for transportation will be charged an additional \$100.00. If a vehicle is rendered for shipment and later becomes non-operational, the \$100.00 fee will be added onto the amount to be collected, as well as any other charges necessary to accomplish delivery. Owner may be required to pick up vehicle at a terminal facility if additional fees are due upon delivery.
4. Any dispute of payment, including, but not limited to: stop payment checks, non/insufficient funds, or any other dispute of charges will be considered a breach of contract and the vehicle will be immediately subject to lien, repossession and auction to satisfy the amount due - plus any costs and/or expenses, including, but limited to collection and legal fees.
5. This agreement supersedes all prior written or oral agreements and understandings between Carrier and Shipper and constitutes the entire agreement between Carrier and Shipper. This agreement may not be modified except in writing signed by an officer or Carrier.
6. This order and any shipment hereunder is subject to all forms and conditions of carriers tariffs to the Uniform Straight Bill of Lading, copies of which are available to shippers at the office of Carrier and are included herein by reference and made part hereof.

IMPORTANT - TO SHIPPER: ICC REGULATIONS limit service to the transportation of the vehicle only. We DO NOT ACCEPT RESPONSIBILITY FOR ANY PERSONAL EFFECTS inside the vehicle or trunk areas. This regulation cannot be waived. Any charges, fines, damage and/or loss resulting from this will be shipper's responsibility.

Vehicles that are driven by the Carrier or a Carrier Representative from the origin to the Carrier's truck or from the Carrier's truck to the final destination is the responsibility of the Shipper and/or Shipper's automobile insurance should an accident occur. Carrier cannot go into residential areas. Shipper has the option to meet the Carrier's truck.

CARRIER WILL NOT BE LIABLE FOR THE FOLLOWING:

1. Damage caused by leaking fluids, battery acids, cooling systems anti-freeze solution, industrial fallout, road hazards or acts of God.
2. Mechanical functions, under carriage, exhaust assembly, alignment, suspension or tuning of engine, because inspection of these items is not practical at time of shipment.
3. Damage to glass, not due to carrier negligence, such as hail, wind, storm damage, stones, etc.
4. Convertible tops and rear windows, boots, caps or any other type of canvas coverings.
5. Damage to vehicle caused by:
 - A. Vehicles that cannot be driven on or off transporter under its own power.
 - B. Vehicles with insufficient brakes, parking brake or parking gear.
 - C. Repos.
6. Damage caused by freezing of cooling system and/or batteries. The protection from freezing will be the responsibility of the Shipper.
7. Damage to tires unless noted on Bill of Lading and signed by driver.
8. Damage to radio and/or car phone antennas that extend more than three (3) inches above fender or hood level.
9. AUTO RENTAL ACCRUALS WILL NOT BE HONORED.
10. Costs or expenses, including towing or damage charges, resulting from malfunction of auto.
11. Damage to plastic molded or covered interior such as dash boards, seats, etc., due to weather conditions.

READ!!

Exceptions for damages or shortages must be noted on Bill of Lading at time of delivery. Claims must be made in writing within 15 days of delivery with pictures of specific damages claimed. Shipper also agrees that his insurance company has the primary responsibility under his comprehensive coverage. Carrier shall not be liable directly in subrogation or of assignment to owner's insurers for any payment made under owner's insurance covering the vehicle while in Carrier's possession.

If there is a problem regarding a trucking delivery, the balance due must be paid before a claim can be commenced. First, the damage should be properly noted while the driver is there, and the balance paid in cash. Then a copy of the damage report should be sent to the trucking company immediately so as to expedite a proper resolve. Payment to driver or signing of the Bill of Lading at destination without notation of damage, no matter what time of day or night, shall be evidence of satisfactory delivery of vehicle.