

Moving and Delivery Agreement

BTIC-Big Tic Inc d/b/a Big T Moving & Delivery

225 Curie Drive, Suite 900

Alpharetta, GA 30005

404-312-3610

(MCA/HHG 8871)

In exchange for BTIC-Big Tic Inc. d/b/a/ Big T Moving and Delivery agreeing to move and deliver certain items for you, you agree to pay BTIC-Big Tic Inc. d/b/a/ Big T Moving and Delivery the binding estimate amount (subject to any changes to the job) and you agree to the following: (1) Procedures for Move, (2) Limitation of Liability, (3) Contract Terms and Conditions of Uniform Household Goods Bill of Lading for Weight/Distance Shipments Only, and (4) Miscellaneous Terms.

(1) PROCEDURES FOR MOVE

❖ Guidance, walk-through and payment:

- The customer or their representative must always be present during the move. We need your guidance! It is customer's responsibility to do a final "walk-through" of the premises to ensure we have taken everything. Our time runs continuously until all tools and equipment are back in the truck and payment is completed. Having your cash, or credit/debit card ready will save you time and money. Please note: WE DO NOT ACCEPT CHECKS. For credit card payment your name on your I.D. and name on the credit card should match.

❖ Long distance/interstate moves:

- We require cash, credit card, or money order/cashier's check at the time of delivery for any balance due on long-distance moves. If you wish to pay using a credit or debit card you must inform us prior to your delivery and make appropriate arrangements with our office. The delivery drivers for long-distance moves cannot process/accept any forms of payment other than cash, money order or cashier's check. For all interstate moves we require 30% deposit to secure crew and truck for your move (see our policy on deposits, section 'very strict policy').

❖ Parking arrangements:

- Customer is responsible for requesting moving permits if they may be required. We can only recommend getting permits for all moves as they guarantee parking the moving truck as close as possible to your doorway. Because you are familiar with the parking situation on your street, you must decide if you need one or if you can manage parking on your own. In most cases we require 20-40 feet to park the truck. Please get moving permits if you think our movers may have trouble parking at your address or let us know, so we can make

appropriate arrangements for you. If there is nowhere to park at the time of mover's arrival, the crew will start your moving clock while they will be searching for parking. Driver reserves the right to park anywhere at his discretion to better perform services, even if it is illegal and/or he must double-park. Customer agrees to pay any parking fees or tickets assessed to the carrier for any vehicle under hire by the customer at the time of the charge.



Loading/Unloading:

- If BTIC-Big Tic Inc d/b/a Big T Moving & Delivery is only providing loading or unloading services, we are not responsible for any damages which may occur in transporting the customer's belongings and is released of all liability after loading the truck prior to unloading. We are only responsible for items in our immediate care, custody and control.



Payment for local move:

- For local moves, you must pay in full at completion of the job. Unless otherwise arranged, payment for local moves is due at the end of the job by cash or VISA/MC/DISCOVER/AMEX, no personal checks. If you wish to pay by credit card, we may ask for valid I.D. to verify with the name on the card. Payment for loading rental trucks and/or self-moving containers is by cash or credit card, no personal checks.



Damages and claims:

- Any damage claims must be submitted in writing to our claims department no later than 90 days after the move occurs. Only 1 claim can be filed regarding damage from a given move. It is up to the customer to fully inspect all items prior to filing a damage claim.
We will not acknowledge any additional items claimed to be damaged once a claim has been filed and has gone into processing. Applicable notes about these damages must be made in writing on the bill of lading on the day of your move before movers leave your premises. Our company standards do assume a full inspection of furniture by both our movers and customers; however, the final inspection is the responsibility of the customer. All our customers sign a bill of lading upon completion of a move. It reads "I have inspected my goods and premises, including but not limited to elevators, floors, and stairwells. There are no damages except as noted. The cab and the back of the truck are empty, and the job is complete". For any insurance company this document is critical in noting charges the same day, to ensure the damage occurred that day and that coverage could be provided. Unless payment is made in full as is due, we are not required to answer or process a claim. Do not assume you may deduct the money from the final bill to compensate yourself in the event of damage. This is ILLEGAL. If the customer has selected valuation coverage option 2B, the \$300 deductible will be due prior to the beginning of claim processing, payable by credit card or cash.

- ❖ **Refrigerator move:**
 - We only move empty freezers/refrigerators. Please empty the contents for safe moving. We are happy to load these last and unload them first. It is the customer's responsibility to disconnect water lines prior to the refrigerator being moved. We will not be held responsible for any leaks or water damage resulting from moving a refrigerator and/or freezer.

- ❖ **Aquarium move:**
 - We only move empty aquariums. (This means empty of water, and empty of all living creatures).

- ❖ **Grandfather clocks:**
 - You are responsible for removing the pendulum, chimes and weights.

- ❖ **Waterbed:**
 - If you have a waterbed, we will be glad to move it. However, we are not waterbed technicians. We will follow your instructions, but you must make a final inspection before our crew leaves. We will not send men out for later adjustments. If you prefer to have a waterbed company move your bed, please do so.

- ❖ **Dresser Drawers, File Cabinets, Desk Drawers:**
 - Please empty all dresser drawers, file cabinets and desk drawers that are already significantly heavy in weight without the contents inside. Remember that the furniture will have to be lifted and carried, so if it is overstuffed and extra heavy it will be more difficult to handle. If the furniture will have to be navigated through challenging obstacles, like a winding staircase, it's usually best to remove everything, even the drawers, as it may be necessary to flip the furniture on its side or upside-down to get it through. We will not be held responsible for damage to sliders and gliders when moving dressers, chests of drawers, file cabinets and desks.

- ❖ **Last minute change of service:**
 - If the move requires work above and beyond the original order for services, BTIC-Big Tic Inc d/b/a Big T Moving & Delivery reserves the right to fulfill other obligations before completing additional work. For example, you have originally ordered services for two (2) rooms move only. On the day of the move you add additional rooms to move, not mentioned at the time of request, additional pick-ups/drop offs etc., which will significantly increase total move time. In order to make our schedule on time for the next move, we reserve the right to postpone additionally requested services until our next availability and/or after completion of other jobs that day.

- ❖ **Flat screen TVs:**
 - These are susceptible to damage from extreme temperatures, slight bumps, and altitude changes. The original packaging is the best. Please note that in the absence of physical evidence of external damage or negligence (visible damage) we are not responsible for TVs functioning after delivery. Please note item #4 in our EXCLUSION OF LIABILITY.



Weather conditions:

- BTIC-Big Tic Inc d/b/a Big T Moving & Delivery reserves the right to reschedule the move at an agreed upon time, without liability if there is inclement weather, including, but not limited to heavy/freezing rain, snow emergency, hurricane warning, weather travel bans etc.
-



Crew size:

BTIC-Big Tic Inc d/b/a Big T Moving & Delivery reserves the right to choose the number of movers for each job, depending on our current schedule, availability, weather conditions etc. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery reserves the right to send extra men and/or truck during the day to complete a job in 8 hours on the clock (time of day, not man hours) or if a job is running past 5 p.m. The customer will be charged accordingly. Please note, that additional movers will not significantly change your final bill, as the move itself goes more efficiently with more movers.



Driver hours and regulations:

- We reserve the right to limit our workday to 12 hours. In certain cases, due to DOT hours of service rules for drivers, we may need to cut a job short or send a replacement driver to avoid violating those regulations.

Appliances:

- BTIC-Big Tic Inc d/b/a Big T Moving & Delivery is not responsible for damage to plumbing, electrical systems, or for water damage associated with the connection or disconnection of any appliance including but not limited to refrigerators, freezers, washers, and dryers.



Heavy and oversized item move:

- Our personnel will move your pianos, appliances, and items over 300 lbs. if indeed the work can be done safely. Unfortunately, damage may result to floor surfaces. If you wish to take this risk BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not be responsible. Please note item #16 in our EXCLUSION OF LIABILITY.



Piano move:

- We do not move large upright pianos up or down flights of stairs inside the house. We only move pianos from ground to ground floor. Exterior stairs are fine, but we encourage you to send us pictures of entrances at each location, so that we can confirm that we can move your piano. There may be circumstances when we cannot safely move items and will need to discuss the situation with you. If the piano has lightweight legs (usually the front), we will not be responsible if they will not go back on if we take them off (sometimes the nut is loose inside the piano and will turn when you try to replace the leg). If the customer elects to leave the legs on, we will not be responsible if damage occurs to them.



Safe Pathways & Access to abode:

- Please ensure that your walkways are safe, especially in the winter. If there are any access problems: hills, long unpaved driveways, loose gravel, etc., please let us know. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not take a truck off pavement or on steep grades. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not drive a truck over freshly graveled driveways, lawns, sidewalks, or other areas not designated for truck traffic. Doing so may cause ruts in the grass, cracking of concrete, loss of vegetation, damage to underground sprinklers, drain fields or other damage. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery is not responsible for any damage or towing charges, which may result, whether foreseeable or not. Any time spent positioning the truck(s) or time lost due to truck(s) getting stuck will be at customer's expense.



Reschedule and Cancellation fee:

- Our reservations calendar is critical to our success at BTIC-Big Tic Inc d/b/a Big T Moving & Delivery - it controls the staffing of jobs, and our ability to provide accurate estimates. Changes to our reservations calendar have a ripple effect in our business systems and can affect other customers. That being said, we do understand that things come up. We have a well-thought out set of cancellation policies designed to secure our calendar at busy times, and therefore ensure the satisfaction of all our customers.

Read our cancellation policy here [BTIC-Big Tic Inc d/b/a Big T Moving & Delivery Cancellation Policies](#)



Right of Refusal:

BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not do anything that we feel is unsafe. We reserve the right not to service you under dangerous, unsanitary, or abusive conditions; the determination of which is at our sole discretion and we will not be liable to you or any other entity for direct or consequential damages. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not work in unfloored attics. Ceiling damage and personal injury may result. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery assumes no responsibility for ceilings.

Packing Materials and Packing Service:

- We carry a full line of packing materials including wardrobe cartons. We also offer packing service. Please call (404) 312-3610 for details. You may move your own glass, porcelain, ceramics, etc. yourself. If you wish, we will move them carefully, but will not be responsible for breakage and/or resulting damage to unpacked fragile items. If you wish to have fragile items packed in order that they will be covered by basic or increased insurance, you will be charged for packing and materials. If you decline additional materials, we will move the items, but you will be asked to sign a waiver.



Kids and pets:

- For safety reasons and their protection, small children and pets must be out of work area.



Unsafe/Unique Moving Circumstances:

- We are often asked to perform tasks that border on the impossible. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not be responsible for damage caused by non-routine moving, including but not limited to, standing pieces on end, sharp turns, overcrowded

work areas, difficult stairways, snags, and sharp edges in work areas and doorways, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery is not responsible for any direct or indirect damage to items or surroundings, because of a specific customer request. **You will be asked to sign a waiver if we agree to attempt a move that we deem unsafe or unreasonable.**



Flammables and Combustibles:

- BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will move no flammables or hazardous material due to safety laws and DOT regulations. As you prepare for your move, there are some items you should be prepared to move yourself or leave behind.
- Moving companies are not legally permitted to transport any hazardous materials! This includes items that are flammable, corrosive or combustible. What does this mean for you? If you have a gas barbecue grill you will need to disconnect the tank and take it with you, or the grill stays where it is. Your lawnmower and other power lawn tools must be emptied of fuel or they do not go on the truck. You should also be sure to disconnect gas hookups for grills, dryers, water heaters and anything else that you plan to have your movers take. Moving companies cannot handle gas connections. Please contact your gas company for servicing. **We do not disconnect gas appliances under any circumstances.**
- Non-allowable items include: Sterno (jelled fuel), Fire Extinguishers, Household Batteries, Matches, Aerosols, Chemistry Sets, Kerosene, Cleaning Solvents, Darkroom Chemicals, Gasoline, Ammonia, Pool Chemicals, Propane/Propane Tanks, Nail Polish, Nail Polish Remover, Motor Oil, Fireworks, Car Batteries, Charcoal, Charcoal Lighter, Liquid Bleach, Fertilizer, Paints (latex & oil-based), Paint Thinner, Pesticides, Lighter Fluid, Firearms, Ammunition, Poisons (such as weed killer), Lamp Oils, Fuels.
- Customers must make other arrangements to transport these items.



Aging and deterioration:

When moving household items, BTIC-Big Tic Inc d/b/a Big T Moving & Delivery has found deterioration occurs over time due to age/heat/dry rotting. Mattresses lump and disfigure upon disturbing, lampshades and wiring also become brittle and rotten, and floor lamp base concrete may crumble and fall out. If you wish, we will move them carefully, but will not be responsible for damage of deteriorated items.



Simulated wood products and pressed board:

- These products have poor structural integrity, which does not lend itself to moving or repair. We will move these items carefully but cannot be responsible for damage of simulated wood or pressed board furniture. These items are excluded from any and all moving insurance coverage. A helpful tip from your friendly BTIC-Big Tic Inc d/b/a Big T Moving & Delivery company: Furniture manufactured from pressboard and particleboard is designed to go into a box when it is moved from the manufacturer to the retailer then to the customer unassembled. It is not built to withstand the normal stresses of a move as an assembled unit. Most are not designed with the extra wood,

structural pieces to adequately brace the unit for movement out of or into a residence or office, nor the normal moving truck vibration, even in air-ride moving trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper – you can imagine how it must fare when stacked in a moving truck. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the

structural integrity of the furniture, but does make disassembly impossible without creating substantial, irreparable damage. For these reasons, moving companies and third-party insurers do not offer increased insurance coverage for these types of items. We will do our best to transport these items for you in a safe and careful manner, but because pressed wood furniture is so unstable, we are unable to offer increased cargo valuation or increased insurance on these pieces.

- o **Full replacement value insurance excludes these items. Pressed wood and particleboard furniture is moved at your own risk!**

❖ **How to Save Money:**

- o Pack everything into uniform sized boxes with lids and mark them with the destination room. Stay close to the action. Move delicate items in your car. We are happy to place them there and remove them. Disassemble your furniture before we arrive. Be as clear as possible with your directions to our crew.

❖ **Help with your move:**

- o Please note: Insurance regulations prohibit us from allowing you on the truck and if you choose to help with any part of the move, per our contract, we are excluded from liability for the entire move.

❖ **Self-storage:**

- o If you are loading or unloading into or out of self-storage, we are only responsible for damage caused while loading, transporting or unloading. It is the customer's responsibility to provide padding (blankets, thick towels, padded paper, etc.) to protect their goods. You can rent our blankets for \$7 each. \$15 per blanket is due on the day of your move, and \$8 will be refunded to you when you return them.

❖ **Tipping:**

- o Tipping in the moving business is not as customary as tipping in restaurants or taxis. However, if you feel you have been treated especially well, a tip of \$20-\$30 per mover is common.

(2) LIMITATION OF LIABILITY

Subject to Georgia law, the rules of the Georgia Public Service Commission, and the Contract Terms and Conditions of the Uniform Household Goods Bill of Lading for Weight/Distance Shipments Only, BTIC-Big-Tic, Inc. d/b/a Big T Moving and Delivery's liability shall be limited as follows:

1. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery 's liability for lost or damaged items is limited to \$0.60 per pound per article unless the customer has purchased additional insurance.2. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall be responsible for replacement of any lost items listed on inventory page and inspected prior to move, subject to above limits.

Items not listed on the inventory are not insured.

3. The condition of any item(s) boxed by customer (PBO/packed by owner) and not inspected prior to move is not insured by BTIC-Big Tic Inc d/b/a Big T Moving & Delivery and is the responsibility of the customer.

4. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall in no way be responsible for the working condition of electronic equipment, grandfather clocks, or any other piece of mechanical equipment (MCU/mechanical condition unknown). All items should be properly boxed and securely packed. If the following items are transported loosely, they are excluded from moving liability.

5. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not repair or replace pressed board or simulated wood furniture. Much of the budget priced furniture today is made from a pressed wood or wood byproduct material. Some of the wood grain look is simply paper and some is very thin plastic material like on lower end kitchen cabinets. This type of material is not structurally strong, especially if it has screws, since the screw threads have no real grain to imbed into, just crumbly pressed wood chips held together by some binding agent. It is not repairable, and we have seen it crumble from the smallest vibrations riding in a truck across town. Do not EVEN ask us to repair or replace this type of furniture! We will do our best to move it successfully for you. This type of furniture is specifically excluded from basic and increased insurance coverage.

6. The right is reserved by BTIC-Big Tic Inc d/b/a Big T Moving & Delivery to repair or replace any damaged item(s).

7. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will not be responsible for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, over-crowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. Occasionally it may not be possible to place items where you would like them without possible damage to the items or premises. If this situation arises, our foreman will present you with a release form indicating that you accept responsibility for any ensuing damage. (and/or obtain your verbal agreement). You will be asked to sign a waiver if we agree to attempt any non-routine moving request.

8. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall not be responsible for loss or damage to accounts, bills, checks, evidence of debts, letters of credit, passports, tickets, documents, manuscripts, notes, mechanical drawings, securities, currency, money, bullion, precious stones, jewelry, or other similar valuables, paintings, statuary, or other works of art; or property carried gratuitously or as an accommodation. The process of removing drawers must be done in the presence of the customer or their agent.

9. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall not be responsible for damage resulting when moving household items that have deteriorated such as, but not limited to, lamp shades, mattresses, electrical wiring, etc.
10. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall not be responsible for glass in any form or damage resulting from glass breakage unless special packaging has been purchased. This applies to porcelain and ceramic items, also.
11. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall not be responsible for plants or clay pots, clay pots tend to break really easy even just going over speed bump in the moving truck.
12. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery may use dollies to facilitate removal or placement of appliances, etc., and damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of BTIC-Big Tic Inc d/b/a Big T Moving & Delivery
13. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall not be responsible for damage to waterbeds or any subsequent damage. We claim no expertise as waterbed technicians.
14. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall not be responsible for damage to items requiring special instructions if customer fails to provide such instructions including, but not limited to, disassembly or assembly of said items and any special preparation required. It is your responsibility to provide special tools if needed.
15. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery assumes no liability or responsibility for any items and cargo placed in the customer's own vehicle or in rental equipment and which BTIC-Big Tic Inc d/b/a Big T Moving & Delivery does not transport.
16. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery may use dollies to move heavy objects such as but not limited to pianos, appliances, items over 300 lb., etc. Any floor surfaces including but not limited to parquet, hardwood, ceramic, marble, entrance halls, etc. and any damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of BTIC-Big Tic Inc d/b/a Big T Moving & Delivery If floor can be pulled by thumbnail, we are not responsible for damage. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery may use water or soapy water to facilitate removal or placement of appliances.
17. Water Connections. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery will connect washer/dryer, or refrigerators and ice makers but will not be held liable for any damages. Please note: you or your representative must check or accept any plumbing connections. Please make sure the main water valve(s) are completely turned off before disconnecting them. Any assistance we give is as a courtesy only. Water and drain connections are the responsibility of the user. **WE ARE NOT PLUMBERS.**
18. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery cannot be responsible for the working condition of major appliances. Please note: if you are moving front/top load washer-you are responsible to arrange third party appliance technician who will install shipping bolts for your washer before moving it! We do not carry THEM! A good place to check for part numbers and availability is at RepairClinic. There is also a universal washing machine stabilization pack on the market called LitKit that doesn't use bolts but requires a bit more effort.

19. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery does not assemble or disassemble baby cribs.
20. BTIC-Big Tic Inc d/b/a Big T Moving & Delivery shall not be liable for any damage caused to a bunk bed (absent gross negligence or willful misconduct) caused by BTIC-Big Tic Inc d/b/a Big T Moving & Delivery during BTIC-Big Tic Inc d/b/a Big T Moving & Delivery's assembly or disassembly of a bunk bed.

**(3) CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS
BILL OF LADING FOR WEIGHT/DISTANCE SHIPMENTS ONLY**

This contract is subject to all the rules, regulations, rates and charges, in currently effective applicable tariff on file with the Georgia Department of Public Safety, including, but no limited to, the following terms and conditions:

SECTION 1. The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage in transit EXCEPT for condition or flavor of perishable articles, and EXCEPT documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading, and EXCEPT loss or damage caused by or resulting:

- (a) From an act, omission or order of shipper.
 - (b) From insects, moth, vermin and ordinary wear and tear.
 - (c) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.
 - (d) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by any agent of any such government, power, authority of forces, (D) acts of terrorism; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 - (e) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.
 - (f) From Acts of God.
- SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's liability: The carrier's maximum liability shall be either:

(1) Released Value Protection, which provides for reimbursement for loss or damages at a rate of \$0.60 per pound per article **based solely upon the weight of the lost or damaged article(s)**; or

(2) Full Value Protection provides coverage based on current replacement value at the time of loss or damage, up to the dollar amount of valuation declared by the shipper.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper shall:

(a) Be liable for any and all charges applicable under carrier's tariffs, and pay therefore as provided in said tariff; and

(b) indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to

receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier' s applicable tariff, carrier may sell the property at its option, either (a) upon the notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper in general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to the owner of the property; PROVID ED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion

of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within ninety (90) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and on (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filled or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

(4) **MISCELLANEOUS TERMS**

- A. **Choice of Law.** This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of Georgia.
- B. **Choice of Forum and Attorneys' Fees.** Any claim or action arising in any way out of this Agreement must be brought in any court of competent jurisdiction sitting in Forsyth County, Georgia. The Parties hereby submit to the jurisdiction and venue of said courts for these purposes and waive all defenses relating to said jurisdiction and venue. In the event of any litigation or claim relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and expenses.
- C. **Entire Agreement.** This Agreement is the final and entire agreement between the parties relating to their subject matter and supersedes any and all prior or contemporaneous discussions, statements, representations, warranties, correspondence, conditions, negotiations, understandings, promises and agreements, oral and written, with respect to such subject matter.
- D. **No Reliance.** The parties each acknowledge that, in entering into this Agreement, they have not relied upon any statements, representations, warranties, correspondence, negotiations, conditions, understandings, promises and agreements, oral and written, not specifically set forth in this Agreement. All of the parties represent that they are represented by legal counsel and have been fully advised as to the meaning and consequence of all of the terms and provisions of this Agreement.
- E. **Waiver; Modifications.** No provision of this Agreement shall be waived unless in writing signed by the party effecting such waiver. No waiver of the breach of any of the terms or provisions of this Agreement shall be a waiver of any preceding or succeeding breach of this Agreement or any other provisions of it. No waiver of any default, express or implied, made by any party hereto shall be binding upon the party making such waiver in the event of a subsequent default. This Agreement may only be modified or amended by a written agreement executed by each of the parties.

- F. Indemnification.** You shall indemnify, *defend, and hold harmless* BTIC – Big Tic, Inc. d/b/a Big T Moving and Delivery, *and agents, officers, owners, directors, contractors, and employees of* BTIC – Big Tic, Inc. d/b/a Big T Moving and Delivery, *from and against any claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from, or alleged to have arisen out of or resulted from, your negligent acts or omissions, breaches of contract, or other actions or alleged actions that form the basis for any civil claim.*
- G. Changes to Binding Estimate.** If you received a binding estimate for your move and delivery, it was based upon information about the move and delivery that you provided. In the event that information was inaccurate, incomplete, misleading, or otherwise not a fair representation of the actual size and scope of the job, and thus not covered in the bill of lading, the price for your job is subject to increase at the appropriate rate.