

Thank you for giving **XTREME RELOCATION LLC** the opportunity to assist you with your relocation / transportation needs.

We are offering 3 different methods of service for your vehicle transportation to accommodate your needs:

STANDARD SERVICE: Standard service, pick up within 10 working days (From the first available date of pick up)

EXPEDITE SERVICE: Expedite pick up, within 1-5 days (From the first available date of pick up, price is \$100.00 on average from standard service price, depending on the route and time of year )

RUSH SERVICE: Pick up within 72 business hours (From the first available date of pick up \$175.00 on average from standard service price, depending on the route and time of year)

The rate that was provided to you, the customer, is an estimate based on the information that you, the customer provided. The rate is based on the current transportation market rates for the vehicle(s) to be shipped at the given time and can fluctuate due to said market rates.

**This quote represents a full service, of your vehicle transportation, which includes the following (unless otherwise disclosed):**

- Door to door service
- Pickup and delivery
- Taxes, mileage, fuel and tolls
- You can store up to 100 pounds at the trunk of your vehicle (must notify the company while booking) **FREE**
- Insurance coverage up to \$250,000.00 (in case of damage to your vehicle during transportation)

No hidden fees policy:

An additional charges may occur in the following:

If your vehicle is not in a running condition.

If an enclosed trailer will be required.

If your vehicle has any modification (bigger tires, lift gate, roll bars or KC lights etc.)

If there is no access to your vehicle, during pick up or delivery, and a flat bed or tow truck are needed.

If a storage is needed.

\* Please try to update your sales representative if any of the above applied to your

auto transportation, please note that if the truck cannot get to your location the driver will pick up or deliver the car to the nearest available place.

**Payment:** As a condition of this contract is that a deposit is due upon reservation by a major credit cards. By providing your credit card information over the telephone to a sales representative, you, the customer, are authorizing Xtreme Relocation LLC to charge your card the deposit amount same day of booking.

The remaining balance is due upon delivery of your vehicle(s) to the driver / transportation company, and may be paid by cash, money order or wire transfer **ONLY, NO PERSONAL CHECKS**. You, the customer, understands and agrees that if payment is not ready at the time of delivery, the car will be put in storage at the customer's expense. You, the customer, agree to pay the broker fee to Xtreme Relocation LLC services and will NOT seek to charge back (dispute) a credit / debit card and charge once processing has begun on the order. You, the customer, acknowledge the broker fee paid Xtreme Relocation LLC is for posting said vehicle(s), assigning a carrier and processing the order and this is the sole service in which Xtreme Relocation LLC is responsible for. Said deposit is only valid for the assignment of two carriers to the customer's order. Any additional carriers assigned to the order exceeding the required two carriers, and additional fee may be assessed to the order (this fee may only be waived at the discretion of XR) Customer was advised that quoted price was given based on current market rate on time of reservation. Customer was advised that price might fluctuate due to current market rate on time of transportation.

At the event of disputes, if Xtreme Relocation wins the dispute, the customer's account will be automatically charged \$75.00 for fees and dues.

\* 'Budget Discount' on file: we at Xtreme Relocation give our customers the recommended price for the rout that is shown on the file as the price before the discount, a discount is given per our customer's request so XR will assign a driver for the lowest price possible, we will negotiate the price with the driver, and if needed increase the price slowly in order to get a driver assigned within the price range of the discounted price and the recommended price. You, the customer know understand and acknowledge that the discount given on the file might be used in part or in full for the driver's fee, at the event of cancellation resulting the usage of the discount, the deposit is non-refundable.

I hereby agree and acknowledge that I have received, and read the email 'Budget discount program - Ship at Your price ', I understand and agree to the budget discount program.

**Insurance, Damages & Liability:**

Xtreme Relocation LLC does not guarantee transport by any specific driver / carrier. As a condition of this contract is that primary Insurance for your vehicle(s) is provided by the carrier assigned to your move. Xtreme Relocation LLC is a broker and is restricted by law from providing primary insurance for your move / transportation. Xtreme Relocation LLC or its agents will not be responsible for vandalism, acts of god (fire, flooding, hail, sand storm, tornado, earthquake, hurricane etc.) or objects flying from the road or sky during transport, the insurance is for the exterior of the vehicle, personal items / interior of the vehicle is not cover by said insurance.

Customer should maintain their own insurance for these reasons. Customer shall remove all non-permanent outside mounted, luggage and other racks prior to shipment. Carrier will not be liable for damage caused by leaking fluids, freezing, exhaust systems, fog lights, or antennas not tied down. Carrier is not liable for personal items left in vehicle, or for damage caused to vehicle from excessive or improper lading of personal items. All damages to the vehicle(s) must be noted at the time of delivery.

The driver must sign the inspection report in order for any damages(s) to be claimed. No claim will b honored without the driver's signature. Additional, customer must submit in writing a description of damage, clear pictures and 2 estimates within ten (10) days of receipt of said vehicle directly to the designated carrier for any resolutions to be initiated. Xtreme Relocation LLC will not accept responsibility for any negligence of the assigned carrier nor is liable for the actions of the carrier. If your vehicle is valued at a higher then market rate, you should purchase a special insurance rider.

Customer can not file a claim against Xtreme Relocation LLC once the vehicle has been picked up

### **Cancellation policy:**

As a condition of this contract is that at the event that you, the customer, should decide to cancel the order, said cancellation must be done in writing (email or regular mail only, text is not a valid cancellation request). If said cancellation notification is not sent, the cancellation of the order will not be processed until such is received. Should you, the customer, decide to cancel the reserved order and Xtreme Relocation LLC has failed to assign a carrier to the customer's order, then the deposit made for said order would be considered refundable. Please be advised that a 20% cancellation fee is applies with all orders to cover any fees incurred for said order.

At the event that the cancellation is made and falls within one of the below categories, the deposit for said order would be considered non-refundable:

1. In case the cancellation was made less than 72 business hours before the first available date for pick up or within the contracted dates for the agreed shipping service.
2. If a carrier was assigned, can occur anytime once the order was placed with Xtreme Relocation LLC.
3. Any refusal of allowing Xtreme Relocation LLC and/or the agent to provide said service.
4. Any vehicle that is not prepared for pick up on the scheduled date and / or the customer is unable to be reached by the driver in a timely manner.
5. Any orders made that are considered last minute (if you, the customer made reservation and the first available day for pick up is less the 72 business hours from the time of the said reservation).
6. If the vehicle is in a different condition than described by you, the customer, upon reservation or if the vehicle is modified in any way other than stated in the contract (modification include, but not limited to: violation of height restriction of 7, modified in any way that alters the length, width, weight or ground clearance of the vehicle, if nothing is noted on the 'vehicles' table above, the car is considered as 'manufactory stock')
7. If the vehicle is not accessible to the carrier and the customer is unwilling or unable to move the vehicle to a proper loading area.
8. If multi-vehicle / multi order discount applied to order, deposit for one vehicle / offer will be considered automatically non-refundable in case of any cancellation for any reason, or if customer proceeds with shipping only one vehicle / order.
9. If said cancellation is due to offers given.

**Pickup and delivery:**

Assigning driver for the pickup of your vehicle will be within the agreed time frame according to the methods of service (as stated above) in which you, the customer, made the said order for, and before or after requested date. While every effort will be made to meet the customer's requested scheduling, NO guarantee of pickup or delivery date can be made, expressed, or implied. Furthermore, due to the nature of the transportation business / industry, delays may occur. (An additional fee will be applied if customer request to change the service methods after the reservation).

The first available date is the first date that the vehicle can be picked up and the first date that your order will be worked on. Please keep in mind that we go by zip codes and not by city, therefore, it is the customer's responsibility to make sure that all

information on the agreement is correct, any mistake / problem that may occur as a result of wrong information (addresses/ phone#/car condition etc.) will be the customer's liability and part of the 'non-refundable' deposit. Any oral promises made regarding delivery or pickup dates and times are mere estimates, guaranteed service on or between agreed dates is an optional service that is available to you at an additional cost. This optional extra service guarantees that your vehicle will be picked up or delivered on specific guaranteed dates. Absent selecting and paying for the optional extra service , XR is only required to perform the service per the agrees service methods above.

### **Delays:**

Please keep in mind that delays may occur due to carrier schedules, road condition, mechanical failure, inclement weather, human condition, and any unforeseen circumstances. If the customer insists on pick up or delivery on a specific date, special arrangements could be made with additional charges. All dates of pickup and delivery are estimated and not guaranteed. If the pickup or delivery of the vehicle is delayed by the customer for more than a reasonable time frame (3-5 days), additional charges may occur, and such shall be at the discretion of the assigned carrier, or broker. Xtreme Relocation LLC will not be responsible for any charges incurred due to delay of pick up or delivery. This includes, but is not limited to: airline tickets, rental car fees, etc Xtreme Relocation LLC will keep you informed if there are any changes in your scheduled first available date and for any delays that may occur. Not all trucks are equipped to load non operative vehicles, please consider an additional delay in assigning an equipped truck. Delays may occur if a discount of any kind was applied to the order per the customer's request, or applied to the order for multi-booking, holidays etc, delays may occur due to the lack of carriers willing to accommodate the discounted price. All offers from carriers will be provided to the customer in order to avoid said delays. More delays may occur in un common / popular rout or difficult locations that are located more than 50 miles from a major highway.

Please note that additional delays may occur in cold routes: Northern states such as but not limited to: MT, WY, ID, ND, SD, NH, VT, and ME. As well as northern regions of MN, MI, WI, WA and NY, the lower southern regions of TX, AZ, NM in case pick up / drop off location is not located within 75 miles off of any major highway.

We will do our best to accommodate your requested date. If you want to guarantee a pick up date there will be an average extra charge of \$200.00 per vehicle (this price may vary according to rout and / or vehicle). The vehicle needs to be accessible to the driver in order to have them loaded to the truck (18 wheeler), It is the customer's

responsibility to make sure that the vehicle is accessible for loading, otherwise the following might occur: additional funds might be needed, the independent contractor/broker can cancel the transportation of the vehicle and the contract between the client and Xtreme Relocation LLC will be terminated, the customer will meet the driver elsewhere-the driver will determine the location. (Nearby location - where the truck can park).

### **Orders on hold:**

As a condition of this contract is that once the customer place the a request to put the said service / order on hold, the order will be cancelled and the deposit will be on hold for a full calendar year, the deposit in nonrefundable in this case and prices are subject to change i;½ Please note that once the order has been rescheduled that price for the said order can be subject to change. Furthermore, once an order has been reinstated, a new contract must be signed with new dates starting at the advisement of you, the customer, or upon initiating the reinstatement.

If the customer books the shipping of their vehicle(s) with multiple transport companies (in that case two or more brokers are working to assign a driver for the same order) the customer's order is defined as double booked.

If the customer's vehicle is being posted on the driver's board by another company, at the same time - it will cause delays in pick up / additional funds that the customer will have to accept, and the deposit in this case is nonrefundable if Xtreme Relocation LLC is unable to assign a driver or in case of cancellation.

Xtreme Relocation reserve the right to charge \$250.00 from the credit card given to us for the deposit as a fine for 'double booking' / breach of an agreement.

If a transportation company (carrier was assigned and / or a truck is sent to pick up the vehicle and it is not made available for pick up, for any reason, a dry run charge will apply in the amount of \$250.00 (Please note that the transported / driver is not required to wait to pick up a vehicle or to deliver a vehicle. If you, the customer, make a special arrangement with the driver for him to wait, until the vehicle is available, any fees assessed will be between you and the driver, and made payable solely to the driver, either at time of pick up or at time of delivery).

Changing locations: if the location (pick up or destination) is changed after reservations, and a driver was already assigned, and the driver cannot accommodate the new location, the file will be closed and a \$50.00 fee will be charged directly to the credit card that was given upon reservation, if there is no driver assigned to the file a new contract will be sent with the new location and the new price for the new rout.

You do not have to be present during pick up or delivery, somebody else can supervise on your behalf.

### **Inoperable vehicles:**

If the vehicle(s) requesting to be moved is/are unable to start and be driven on to the assigned truck, said vehicle(s) shall be considered inoperable (INOP). In said case all INOP vehicles must be facing forward so that it can be winched (pulled) on to the truck, said vehicle(s) must roll, break, steer. Please be advised that not all carriers are equipped to move an INOP vehicle(s), therefore additional time may be needed for pick up, and price for INOP vehicle is higher than price for running vehicle. Time frame to assign a driver for INOP cars is 7-14 business days. If the vehicle is in a gated area and /or not accessible to the truck, the vehicle must be brought to the carrier. This can be done with a tow truck, flat bed or with additional help, all of which are at the customer's expense and the customer's responsibility. If there is no key for the vehicle it will NOT be moved and the deposit in this case is nonrefundable.

Enclosed carriers: drivers with enclosed trucks are limited, and enclosed service may take up to 10 business days.

The customer can put up to 100 lbs of items in the trunk of the vehicle, Those items are not covered, Xtreme Relocation LLC and the Independent contractor / driver, are not liable for these items in any way.

If there are items in the car that were not disclosed with company or more pounds in the car, one of the following might occur: there will be an additional charge / independent contractor - driver will cancel the load / company will cancel the agreement, in this event the deposit is nonrefundable.

If the car has "easy pass" for automatic toll pay - please remove it before shipping, otherwise the automatic toll charge might apply all the way to destination - on the customer's expense. Xtreme Relocation LLC and or the Independent contractor is not liable for paying those charges if occurred.

Communication: Any lack of communication from the customer, meaning, if a customer does not respond to Xtreme Relocation LLC phone calls or emails, Xtreme Relocation LLC has the right to terminate the agreement or increase the funds on the file. In cases like these the deposit that was paid by the customer is nonrefundable.

Xtreme Relocation LLC is a certified moving broker and reserve the right to assign your move to one of our independent contractors. All independent contractors are equally responsible, certified, licensed and insured by the DOT. Xtreme Relocation LLC headquartered and located in Tampa, FL 33614, at the event of all subrogation, litigation or legal action against Xtreme Relocation LLC reserve, Xtreme Relocation LLC reserve the right of venue in the state courts in and for county of Hillsborough,

The state of Florida.

Xtreme Relocation LLC is a certified and licensed broker, therefore our contractual obligation is to find a driver (third party/ Independent contractor) to assign to the said order. Once a driver / transportation company / Independent contractor, has been assigned and the vehicle has been picked up, Xtreme Relocation LLC fulfilled the agreement, and a new contract between the customer and the driver / transportation company / Independent contractor starts, please make sure to sign the Bill of Lading upon pickup and delivery, and to receive a copy of the BOL in both locations. Unless indicated differently above, next to the vehicle information, price given to customer and service were ordered for 'standard service'.

Customer acknowledgement, I, the customer, understand that Xtreme Relocation LLC is a broker in which arranges for the transportation of my vehicle through a third party, and is not the actual carrier. I the customer, agree that Xtreme Relocation LLCs has been contracted by me, the customer, to obtain a carrier to relocate my vehicle. As a condition of this contract is that:

- I hereby agree and understand that by providing Xtreme Relocation LLC with my credit card information over the phone, I fully understand and agree to the payment and company's terms and conditions in this document.**
- I hereby understand and agree that this information is complete and correct, and that I am willing to proceed with this service under the conditions stated above.**
- By clicking on the electronic signature, I hereby confirm that I have read my Order for Service and agree to all terms and conditions.**
- I further confirm that I have received and read all the information that was sent to me via email.**
- I understand the service details and confirm that the details of the service and the information I provided in deriving this estimate are true and correct.**
- I understand that any additional services or additional information not mentioned on my Order for Service will result in additional charges.**
- By signing this document I am accepting the cancellation and refund policy as well as merchant terms and conditions.**