



(#328) 1581 Route 202 Pomona N.Y. 10970-2901

☎ 1 (888) 699 0799 Fax #: 1 (845) 517-0282

Shipping Contract Terms and Conditions

1. By Owner's or Agent's signature (hereinafter collectively referred to as Customer), JTM Logistics, (hereinafter referred to as JTML), is hereby authorized to act as the broker of transportation of the vehicle(s) by one or more carriers selected by JTML, (hereinafter referred to as Carrier), from the point of pickup specified to the point of destination. Customer agrees to allow JTML to act as its agent in dealing with the Carrier, and to cooperate with JTML in placing the order with Carrier. Said Carrier will route vehicle(s) from origin to destination by a suitable route and does not agree to any specific routing or to meet any schedule of Customer.
2. Absolutely NO personal items can be transported in vehicle(s). Neither JTML nor Carrier is responsible for damages (interior or exterior) caused to vehicle(s) by any personal items inside of vehicle(s). Any costs, damages, down time, or citations issued to Carrier due to or caused by excess weight of personal items in vehicle(s) will be the sole responsibility of the Customer. Any delay time, fines, bail and/or impound fees will be passed along to Customer before release of vehicle(s). Customer verifies the vehicle(s) is/are free of personal items.
3. Under the Guaranteed to go choice (GG) JTML will schedule Carrier to pick up the vehicle(s) no later than 5 business days, Monday to Friday starting after the "Vehicle Availability date" vehicle availability date on the order. If the vehicle is not picked up in the specified pickup time, Customer may continue the shipment with a \$25.00 credit or JTML will cancel your shipment and issue a refund of the deposit (excluding processing fees or credit card fees).
4. Under the Priority Pickup choice (PP), after Customer's order has been accepted by JTML, JTML will schedule Carrier to pick up the vehicle(s) no later than 48 work day hours after the "Vehicle Availability date" as filled out on the shipping order confirmation form, as long as the vehicle availability date is after the date of placing the order. If the vehicle is not picked up in the specified pickup time, Customer may continue the shipment with a \$50.00 credit or JTML will cancel your shipment and issue a refund of the deposit (excluding processing fees or credit card fees).
5. Should an order be cancelled and cancellation was requested not due to any non-performance by JTML, a processing fee of \$50.00 would be assessed. If cancellation occurs from customer and vehicle has been assigned a carrier, the owner/shipper will not be entitled to a refund of any monies received towards the deposit. No exceptions. Refunds will be processed within 15 days from the receipt of written cancellation. No emails, phone calls or verbal cancellations can be accepted.
6. JTML is licensed by the Department of Transportation as a broker and does not transport vehicles. JTML only arranges for the transportation of vehicles by a Carrier. Customer hereby releases and holds JTML harmless from any claims for damages to vehicle(s). Customer agrees to file any and all claims for damage to vehicle(s) with the Carrier. If there is any claim arising from or related to the transporting and delivery of Customer's vehicle(s), any balance due to Carrier must be paid before a claim can be honored. Department of Transportation regulations require that all claims be filed in writing and all tariffs be paid in full before a claim can be processed.
7. JTML will impose additional fees if any vehicle is inoperable, oversized, overweight or customized (longer than 16 feet, dual wheels, pickups or vans with camper or racks, etc.) And JTML or Carrier is not advised of the above when order is placed. All additional fees will be collected C.O.D. at the time of delivery. Customer agrees that if vehicle becomes inoperable during transport, a charge of not less than \$200.00 will be collected at delivery.
8. If Carrier is unable to notify or contact the Customer by phone of the delivery of vehicle(s), the vehicle(s) will be taken to closest terminal, at the discretion of the Carrier. All C.O.D.'s, terminal fees, storage fees, additional trucking fees, if any, shall be due and payable to the Carrier in either cash or cashier's check before release of vehicle(s) to Customer. Carrier will phone Customer between 4 and 24 hours prior to pick-up or drop-off of vehicle(s) so that any C.O.D.'s due to truck driver can be computed.
9. Customer agrees to cooperate with Carrier to schedule a reasonable time to load and/or unload the vehicle(s), at a safe and legal place. If, due to weight restriction, steep hills, overhanging trees, narrow streets, cul-de-sacs, and/or other impediments. The Carrier cannot legally or safely pick-up or deliver the vehicle(s) at Customer's designated address of pick-up or delivery on a "door-to-door" order, Carrier may arrange with Customer to meet Carrier at a legal and safe pick-up or drop-off point as close as possible to the agreed place of pick-up or drop-off.
10. Customer understands and agrees that, with the exception of insurance deductibles, this vehicle order is subject to the terms and conditions of individual trucking companies used by JTML for shipment. When JTML, Carrier, and its agents are driving the vehicle(s) for purposes of parking, storage or loading/ unloading a truck incidental to the performance of the obligations under this agreement, JTML, Carrier, and its agents shall have the full benefit of any insurance in effect by Customer on the vehicle.
11. All fees owed on delivery (C.O.D.) must be paid in CASH, CASHIER'S CHECK or MONEY ORDER; no other form of payment will be accepted.
12. This agreement super cedes all prior written or oral representation of JTML and constitutes the entire agreement between Customer and JTML and may not be changed except in writing by an officer of JTML.
13. **If any provision or part of this Agreement is held to be invalid or unenforceable, all other parts of this Agreement remain in effect. The laws of the State of Georgia shall govern this Agreement. Any legal action against JTML must be filed in the District or Circuit Court of Fulton County, Georgia. BY EXECUTING THIS AGREEMENT, CUSTOMER WAIVES ANY AND ALL RIGHTS TO LITIGATE ELSEWHERE. The prevailing party in any litigation initiated under this agreement shall be entitled to reasonable attorney's fees and court costs incurred.**
14. **The customer is responsible for preparing the vehicle for auto transport by doing the following:**
 - Customer should completely disarm the alarm system installed in the car and provide the keys to the alarm system.
 - The vehicle must be clean to allow for proper inspection at auto shipping pick up.
 - The customer verifies this vehicle is free of personal contents.

I have read and I agree to the shipping contract terms and conditions as stated above

Customer Name:	Date:
Signature:	Load #

JTM Logistics

Order Confirmation Form

(#328) 1581 Route 202 Pomona N.Y. 10970-2901

Toll Free #: 1 888 699 0799 Fax #: 1 (845) 517-0282

www.jtmlogistics.com

Please select a shipment option:	Guaranteed to Go		Priority Pickup	
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IMPORTANT! Read First: Upon acceptance of our quotation, please print out the order confirmation form with Shipping Terms, Read, sign and fax back both. Please complete all fields to insure proper processing of your request.

Please provide us your email address to send confirmation of order:	@	
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***Owner Name:** _____ **Vehicle Availability date:** _____

Billing:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Tel. Home: _____ Work: _____ Cell: _____ Fax: _____

Pickup From:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Tel. Home: _____ Work: _____ Cell: _____ Email: _____

Deliver to:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Tel. Home: _____ Work: _____ Cell: _____ Email: _____

Vehicle Details: Condition: Fully operational Not Running
Year: _____ Make _____ Model: _____ VIN: _____

Payment Details: (Credit card payments will be charged an additional 3% to cover billing costs.)

Please check payment option:	
1. Overnight cashiers check for deposit, balance paid COD at Delivery	<input type="checkbox"/>
2. Deposit charged to credit card, balance paid COD at Delivery	Card Holders initials _____ <input type="checkbox"/>
3. Pay full amount on credit card	Card Holders initials _____ <input type="checkbox"/>

Amount Quoted: \$	Less Deposit: \$	= Balance Due \$
Charged Amount \$	Card Number:	
Credit card type:	Code : (located on back of card in signature area):	
Expiration Date:	Name on Card:	
Credit Card Billing Address:		

I hereby accept and agree to the terms as set out on the order confirmation form. I also confirm and understand that the billing information on this order form including credit card details are correct and will be used towards the payment of my order by JTM Logistics. I have read and agree to the shipping terms and conditions.

Signature: _____ **Date:** _____

Office use only:	Approval:	REC:
Load Number: _____		