

Order No.:

# SeaPort

## MOVING & STORAGE

Pick Up Date:

ICC-MC No. 695595  
 U.S. DOT No. 1962085  
 ODOT-130203

2501 SE Columbia Way – STE 110 – Vancouver, WA 98661  
 Tel: 1-877-993-5114 • Fax: 360-993-5317

1<sup>st</sup> date available for delivery.

### REVISED WRITTEN ESTIMATE

ORIGIN
NAME:
ADDRESS:
CITY/STATE/ZIP
PHONE:

DESTINATION
NAME:
ADDRESS:
CITY/STATE/ZIP
PHONE:

See reverse side for other important information concerning ADR information and agreed delivery periods of the entire move.

### RESCISSION OF OLD ESTIMATE:

Rescinded estimate in Pounds.

Prior total charges based on the prior estimate: \$

**NEW VISUAL ESTIMATE:**

**BINDING**

**NON-BINDING**

**NOT TO EXCEED 10%**

New estimate and description of additional charges:	Amount of new estimate:
New visual estimate of lbs.:	\$
New packing and material estimate:	\$
Valuation \$0.60 per pound per article:	\$ 0.00
Other:	\$
Other:	\$
<b>TOTAL ESTIMATED CHARGES:</b>	<b>\$</b>
Full Value Protection Valuation with no deductible – minimum of \$10.00 per pound:	\$
Estimate of cost for your move with Full Value Protection:	\$

### DESCRIPTION OF ADDITIONAL GOODS:

Number of Items:	Description of Item:
	Sofa
	Loveseat
	Table Dining
	Chair
	Bookcase
	Desk
	End Table
	Television

Number of Items:	Description of Item:
	Bed T-Q-K (circle size)
	Dresser/Chest
	Exercise Equipment
	Night Table
	Power Tools
	Washer/Dryer
	Refrigerator
	Patio Furniture

Number of Items:	Description of Item:
	Carton 1.5
	Carton 3.0
	Carton 4.5
	Carton 6.0
	Wardrobe Box
	Picture Box

**WARNING:** If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read "Your Rights and Responsibilities When You Move," provided by the moving company, and seek further information at the government website [www.protectyourmove.gov](http://www.protectyourmove.gov).

This rescission of the original estimate and new visual estimate supersedes all other estimates and controls as the current estimate. I hereby request that any and all previous estimates be rescinded because I have significantly altered the circumstances surrounding my move from which I first requested an estimate. This revised written estimate, in accordance with 49 CFR 375.403(a)(5)(ii) and 375.405(b)(7)(ii), is only valid if fully executed before any work begins. On interstate moves an 18 wheeler may be used to deliver the property. If the destination address does not have access for an 18 wheeler the shipper will be required to pay for shuttle service. For all estimates there may be additional charges (origin/destination) for flights of stairs, elevators, extra drop-offs or pick-ups, re-delivery, long carriers, and shuttles for residences in restrictive complexes. If non-binding, the total charges are based on the actual weight of the property and may exceed the estimate subject to the 110% rule; maximum amount demanded at time of delivery is the amount of the non-binding estimate plus 10%. If binding, then total amount of the binding estimate (100%) must be paid in full prior to unloading. Additional charges will incur for services performed after the estimate is given and billed after 30 days. I understand that I will be notified of final charges prior to delivery and while in transit. Upon booking a 10% deposit is required. At pickup 40% of the total is required to be paid. The remaining balance must be paid prior to delivery in the form of CASH, or MONEY ORDER only. Payment in FULL of all charges is required before delivery and prior to unloading, subject to the 110% law, if applicable. Charges are based on full tariff rates. The first date indicated as available for delivery is first date of the delivery window and not the promised delivery date. Pick up and delivery dates are estimates and not guaranteed. All charges are based on full tariff rates. Tariff is available for viewing upon reasonable request. Shipper and/or agent has full authority to order services and enter into this agreement. There will be a fuel surcharge on all orders.

**Reason for shipper requesting rescission of original estimate:**

Shipper must initial below

\_\_\_ Shipper moving more items/weight than was first anticipated

\_\_\_ New location of final destination

\_\_\_ Other

**Request for rescission and new estimate made:**

\_\_\_ In person/prior to loading

\_\_\_ by phone/prior to loading

\_\_\_ Other

Shipper Signature

Date

Carrier Signature

Date

**SECTION 1: Liability of the carrier:** (a) the carrier is not responsible for injury or damage to any fragile article (articles susceptible to breakage or crushing). Unless such fragile articles are both packed and unpacked by its employees and subject to the further conditions that such packing, unpacking or other handling is performed in a grossly negligent manner by the carrier. The carrier will not carry and or be liable in any way for the loss or damage to currency, precious stones, documents, stamps, securities, species, silverware, jewelry, or any article of extraordinary value unless such articles of value was agreed to in writing, and unless the shipper assumes additional valuation charges, as indicated thereon. The carrier shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding actual cash value of the property at the time and place loss with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extended to repair, replacement or recovering the entire set, but in no event to exceed the released or declared values as indicated. The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agents is not present the property shall be at the risk of the shipper after unloading or delivery. Where the carrier is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present property shall be at the risk of the shipper before loading or after shipper signed the inventory list. (b) Should the shipper not declare a specified value and not pay the additional valuation charge thereon then the shipper hereby agrees to the carrier's limited responsibility as specified in section 1 (a) above and as further set forth below in this subdivision, (b) when the shipment has been released to the carrier at the value not exceeding \$0.60 per pound per article as per declaration of the value on the face hereof, it is agreed that said property be moved packed, shipped, forwarded, or otherwise, handled with the carrier's liability specifically limited to \$0.60 per pound per article. All of the said services specified herein in excess of the carrier's liability are assumed totally by the shipper and said services over and above the carrier's liabilities are solely shippers responsibility with respect to any damage loss or delay for any reason whatsoever. The carrier shall be liable only for its failure to use ordinary care and only on the basis of the shipper's declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the shipper. The carrier shall not be responsible with respect to damage, loss, or decay caused by acts of God or the public enemy war insurrection, strikes, labor trouble, riots, fire, earthquake, nature of the property or defects or inherent vice therein deterioration by time, moths, termites, or other insects, vermin, rodents, wear and tear, leakage, fire or any cause beyond the carrier's control or any other cause unless such damage results from the carrier's control. The carrier is not responsible for mechanical or electrical function or any article such, as but not limited to piano, radio, television set, DVD player, computer, VCR, barometer, refrigerator, clock, air conditioner, or other instrument or appliance whether or not such articles are packed or unpacked by the carrier. (c) The carrier shall not be liable for delay caused by highway obstruction or faulty or impassable highways, or lack or capacity of any highway, bridge or ferry, caused by breakdown or mechanical defect of vehicles/ equipment.

**SECTION 2: Form of Payment:** Upon booking a 10% deposit is required to be paid. Deposit can be paid over the phone with a credit card or customer can mail in a payment. On or before pickup a 40% payment is required at pickup. Payments accepted at pickup are cash, cashier's check (only from a bank) and/or money order (not from a bank). If the pickup is in a local area a credit card machine may be provided. If the delivery is not direct a person check may be accepted. Remaining balance is due in full at the delivery prior to unloading. Payments accepted at delivery are only cash, cashier's check (only from a bank) and/or money order (not from a bank). The Carrier reserves the right to collect up to 60% of balance due prior to the goods leaving the origin state. Subject to federal law, payment in FULL of all charges is required before delivery and prior to unloading – Subject to the 110% law, if applicable. All charges are based on full tariff rates.

**SECTION 3: Summary of dispute settlement program:** As a member of the American Moving and Storage Association (AMSA) we participate in a neutral arbitration program designed to give neither the carrier nor the shipper any special advantage. If a dispute arises between the carrier and the shipper Arbitration may be a mutually beneficial alternative to help resolve the dispute. A. Applicable costs: Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. Specific rates depend on the amount of your claim and range from \$450 to \$700 plus. B. Legal effects: If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. An arbitration decision may not be appealed in a court of law. You may request arbitration by writing to the American Moving and Storage Association, Attention: Dispute Settlement Program, 1611 Duke Street, Alexandria, VA 22314. You may also fax you request to 703-683-7524.

**SECTION 4: Valuation of coverage:** There are two valuation of coverage options available for your choice. We encourage you to purchase third party full replacement value coverage. Option A (FREE): Limited Liability: As a licensed carrier with the U.S. D.O.T. we are required to provide limited liability coverage at no charge to the customer. Under this option, the maximum liability is limited to \$0.60 per pound per article, for all items indicated as damaged or missing at time of delivery on the inventory logs. Failure to indicate damage at time of delivery will waive carrier's liability. Option B: Replacement: Under this option, the mover is liable for the replacement value of lost or damaged goods (as long as it doesn't exceed the total declared value of the shipment). If you elect to purchase full value protection, and your mover loses damages or destroys your articles, your mover must repair, replace with like items, or settle in cash at the current market replacement value, regardless of the age of the lost or damaged item. The minimum declared value of a shipment under this option is \$10,000 or \$10.00 times the actual total weight (in pounds) of the shipment, whichever is greater. The approximate cost for FVP is \$25.00 for each \$1,000 of declared value FVP is offered with a \$500, \$1000 or with no deductible. The amount of the deductible will affect the cost of your FVP coverage. Unless you specifically agree to other arrangements, the mover must assume liability for the entire shipment based upon this option. Under both of these liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Valuation of claims will be based on the AMSA Joint Military/Industry Table of weights and depreciation guide.

**SECTION 5: Exceptions to Carrier Liability.** Neither the Carrier nor the Vessel shall be responsible for loss or damage arising or resulting from (a) Act of God; (b) Act of War; (c) Act of public enemy; (d) fire, unless caused by the actual fault or privity of the Carrier; (e) perils, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods packed by Shipper; (h) any other cause arising without the actual fault and privity of the Carrier. Additionally, mechanical vehicles including but not limited to automobiles, motorcycles, scooters, boats, airplanes, ATVs, go-carts, riding lawnmowers, tractors, and other similar vehicles are transported at the sole risk of the shipper since all coverage for those items is waived against the carrier, its agents or representatives. The carrier shall not be held responsible for any items insisted by shipper to be moved through impassible passageways or other impassible openings. Carrier is not liable or negligent for any damage to the interior or exterior of any residence including, but not limited to walls, floors, ceilings, stairs, banisters, carpets, plumbing, landscaping, etc.

**SECTION 6: Filing of Claims/Complaints and Inquiry Procedures:** Carrier shall not be liable for the loss or destruction of, or missing goods, or damage of goods tendered hereunder or any part thereof unless claim is made in writing supported by proof of ownership, together with substantiation of value, and weight. As a condition precedent, all outstanding monies due to the mover must be paid in full before a claim can be submitted to the company within 9 months after the date the goods are delivered or demand thereof refused and must be limited to the destination descriptions of damage indicated on the inventory logs at the time of delivery. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described on the Bill of Lading. Liability for the moving company will be in accordance with the liability option the shipper contracts for. To file a claim or complaint call Carrier at phone number on front of this document. All costs associated with the claim is shipper's responsibility.

**SECTION 7: Agreed Pickup and Delivery schedule:** 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 shipment will be picked up, transported to the destination and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem of \$80.00) regardless of the expense you actually might have incurred as a result of the mover's failure to perform. Absent selecting and paying for the optional extra service guaranteeing specific pick up and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time. Generally, estimated delivery is up to 21 (twenty one) business days from date indicated as first available for delivery. Any oral promises made regarding delivery or pick up dates and times are mere estimates. We guarantee delivery to take place within 30 business day of the date first available for delivery. (time calculations exclude days in storage) Any changes to your order will extend this time. This time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. The moving company will do its best to meet any requested pickup or delivery dates. Business days do not include holidays or weekends.

**SECTION 8: Notice of Maximum amount due upon delivery:** Final charges will be based on actual weight or cubic feet/volume of property and services provided. Maximum amount demanded at time of delivery is the amount of the non-binding estimate plus 10% - 110% rule; or 100% of the binding estimate. Shipper may voluntarily pay total actual charges upon delivery. Actual charges may exceed the amount of estimate.

**SECTION 9: Definitions:** Carrier: the moving company and its agents, contractors, employees, and representatives. Shipper: the customer who engaged the carrier to perform interstate domestic moving services.

**SECTION 10: Interest:** a charge of 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges the carrier incurred as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.

**SECTION 11: AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION.** If a lawsuit becomes necessary to resolve any dispute between the carrier and shipper, said suit shall and must only be brought in circuit or county court in and for King County, Washington. Suits involving disputed over interstate shipments must be limited to the governing Federal law. Both parties agree to submit themselves to the jurisdiction of the Washington State Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in King County, Washington and hereby waives the right to be served within the State of Washington.

**SECTION 12: Waiver of class action suits.** The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper.

**SECTION 13: Reasonable Attorney Fees:** In the event litigation is necessary, the carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation. Lawsuits brought against the shipper on collection matters for failure to pay an outstanding balance due are not subject to the jurisdiction requirements under section 11 herein.

**SECTION 14: Carrier's lien** (a) it is agreed that the carrier shall have a lien against any and all property tendered to it heretofore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for moneys, advanced storage, transportation, interest labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by the carrier as a result of any litigation in which the carrier may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when default has been made also for all costs inclusion of court costs reasonable attorney fees in collection charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event the carrier is made a party to any litigation concerning the goods involved therein. If for any reason other than the fault of the carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier at its option, may cause tariff and other lawful charges. Articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the costs of owner, and subject to a lien for all accrued charges (b) All goods upon which the carrier has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expenses including reasonable attorney fees, which maybe necessitated by said sale. (c) The lien upon any and all property tendered with the carrier shall include unpaid charges and expenses pertaining to property previously tendered with the carrier regardless of whether said property has been delivered by the shipper. (d) The parties agree that in any sale conducted to satisfy the carrier lien all property which is subject to the lien plus the cost of preserving the goods and conducting the sale shall be remitted by the shipper (e) the carrier may at its discretion bring suit for reimbursement pursuant to the foregoing provision without first foreclosing upon this lien. (f) the carrier shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the approximate provisions of the state uniform commercial code and or relevant statutes.

**SECTION 15: Severability:** If any part of this contract is found to be unlawful or invalid, the remaining terms and conditions shall still be enforceable.

**SECTION 16: Ownership of goods:** Shipper has represented and warranted to the carrier that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of shipper to contract for services and id there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which this carrier may reasonably incur or become liable to pay in connection there with. This carrier shall have a lien on said property for charges and for such costs and expenses. Shipper agrees to indemnify the carrier with regard to any costs and expenses that may occur including but not limited to attorney's fees, with regard to a claim of ownership and/or possession made by any third party with regard to the goods specified herein. Lien specified herein shall also cover legal expenses incurred bringing or defending an interpleaded action to determine the ownership and/or right of possession specified in this contract.

**SECTION 17: Rescission of old Estimate and execution of new estimate:** In accordance with 49 CFR § 305.403(a)(5)(ii) and/or 49 CFR § 305.405(b)(7)(ii): If prior to or on the day of the scheduled pick-up the shipper tenders more property or makes a change to the initial order for which they received an estimate; the carrier may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more than the initial estimate to receive the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30 day deferral. Or (2) the carrier and shipper may execute a Revised/Rescission document, PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB, this rescission document and new estimate given prior to loading will service as the only active estimate for which charges will be calculated.

**SECTION 18: Agents:** Carrier may use agents/independent contractors on all orders. Additionally, unless you purchased an "exclusive use of the vehicle" option, there is no guarantee that your items will not be temporarily stored or offloaded and reloaded onto a different vehicle then performed pickup.

**SECTION 19: Inspection of Carrier's Tariff:** Carrier's tariff is available for inspection upon reasonable request by calling carrier. All charges are based on full tariff rates.