



AMS MOVING & STORAGE TERMS OF SERVICE

1. Introduction

These Terms of Service ("Terms") govern the use of transportation services, including auto transport services, provided by AMS Moving & Storage, a Florida company ("AMS Moving & Storage", "we", "us", or "our"). By using our services, you ("you" or "Client") agree to be bound by these Terms. These Terms supersede any prior terms or agreements and are effective for one (1) year, automatically renewing unless terminated with 30 days' written notice.

2. Client Affirmations

- You affirm that information provided in your application is accurate and that you are solvent, not in bankruptcy, and can meet financial obligations.
- You affirm there are no open judgments, suits, or liens against you, and you will notify us of material ownership changes.

3. Services


AMS Moving & Storage acts as a transportation broker, arranging freight transport by independent third-party motor carriers ("Contract Carriers"). Our listing on Bills of Lading is for convenience only and does not alter our broker status.

• 3.1 Auto Transport Services

- **AMS Moving & Storage** agrees to transport the vehicle(s) specified in the separate Auto Transport Agreement.
- Full payment for auto transport services is required prior to vehicle pickup.
- The vehicle will be inspected at both pickup and delivery locations, and any existing damage will be noted in an inspection report.
- AMS Moving & Storage will make every effort to deliver the vehicle on the estimated delivery date; however, external factors may affect the timeline.
- The customer agrees to ensure that the vehicle is available for pickup at the agreed-upon location and time.
- The customer must provide all necessary documentation and clearances for the transportation of the vehicle, including vehicle ownership documents.

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- Cancellations must be made in writing at least 2 days before the scheduled pickup. Any cancellations made after this period will be subject to a cancellation fee.
- Additional items left in the car are subject to additional charges based on weight, if applicable. AMS Moving & Storage is not liable for any items left inside the vehicle during transport, including but not limited to damage, loss, or theft.

4. Payment

- All FINANCED payments are due NET 30 days from invoice date. A 1.5% monthly finance charge applies to past-due accounts.
- You will pay all collection costs associated with collecting amounts due.
- Exception: Payments for services rendered are due in full upon receipt of invoice, unless you have been approved for billing with company credit and are actively shipping at least one load per week.
- Clients approved for billing will be invoiced on a weekly basis. Payment is due within 30 days of invoice date.
- Late payments may be subject to a late fee and/or suspension of services.

5. Cargo Claims & Insurance

- You must file cargo claims within nine (9) months from the delivery date (or scheduled delivery date for non-delivery). You will cooperate with us in processing claims.
- If we pay a claim, you assign all rights and interest in the claim to us.
- Contract Carriers maintain \$100,000 cargo insurance per load. You must provide written notice for loads exceeding this value, or they'll be insured up to \$100,000.

6. Additional Terms

- You consent to call recording for quality assurance and training.
- Multi-Mode Terms: Loads transported by modes other than full truckload or outside the U.S. are subject to the Multi-Mode Terms, incorporated herein.
- Indemnification: You indemnify us for your negligence, misconduct, or breach of these Terms.
- Governing Law: These Terms are governed by Delaware law, except where federal transportation laws preempt. Exclusive jurisdiction lies with the courts of the State of Florida.



- Execution: The individual signing has authority, and these Terms may be signed electronically. We may contact credit references provided.

7. Limitation of Liability

- **AMS Moving & Storage** shall not be liable for any indirect, incidental, special, or consequential damages arising from the use of our services or any delay or failure in performance.
- In no event shall AMS Moving & Storage' total liability exceed the amount paid by the Client for the specific service giving rise to the claim.

8. Modifications

- **AMS Moving & Storage** reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on our website.
- Continued use of our services after any modifications constitutes acceptance of the revised Terms.

9. Customer Acceptance

By signing this agreement, the customer agrees to the terms and conditions outlined above.

Customer Signature: _____

Date: _____

AMS Moving & Storage Representative Signature: _____

Date: _____