

# MASTER MOVERS

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## CONTRACT OF CARRIAGE and/or STORAGE

### LIABILITY: Choose Option One or Two

**Option One: Declared Value Protection** I will pay a valuation fee. I agree that carrier liability during moving and/or storage shall be limited to the declared value of the shipment. There will be a \$250.00 deductible fee for any claim. Coverage will be for the depreciated value of any lost or damaged item, up to \$10 per pound, per item.

I must declare a value of at least \$50,000 for a full truck load, \$25,000 for a half truck load, and \$12,500 for a quarter load or less. Declared Value Protection for moving costs \$3.00 per \$1,000.00 of declared value. Declared Value Protection for storage costs an additional \$1.00 per month for each \$1,000.00 of declared value.

**Declared Value of Shipment:** \$ \_\_\_\_\_

x \$3 per \$1,000 = **Declared Value Fee: Moving** \_\_\_\_\_

x \$1 per \$1,000 = **Monthly D.V. Fee: Storage** \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

Master Movers

Consignor or agent

**Option Two: Basic Coverage.** No fee. I agree that the maximum Carrier liability for loss or damage during moving and/or storage is 60 cents per pound per article to a maximum of \$50 per article or carton.

X \_\_\_\_\_ X \_\_\_\_\_

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Consignor or agent

**Carrier and consignor agree that an estimate is an opinion of the time, materials or distance predicted for a job and that actual charges will be based on actual time, materials or distance required for the job. Charges will include time for truck preparation and travel to and from the carrier's yard. Charges shall be subject to audit or adjustment by refund or billing which shall be binding on both parties of this contract. Changes to the scope of the job may result in fees that are higher or lower than the estimated amount. If actual charges exceed the estimate by more than 10%, upon delivery the shipper will be expected to pay 110% of the estimate and the balance will be due within 15 days.**

X \_\_\_\_\_ Consignor or agent

Consignor:		
From:		
To:		
Service Date:	Phone Number:	Alternate Phone:

### Payment is due when truck is unloaded.

Date & Task	Hours	Per Hr.	
Date & Task	Hours	Per Hr.	
Date & Task	Hours	Per Hr.	
Travel Surcharge	Km	Per Km	
Declared Value Fee: Moving			
Initial Storage Fee	Days	Per Day	
Declared Value Fee: Storage	Days	Per Day	
<b>Packing Services/Materials:</b>			
<b>Total Fees:</b>			
<b>(# 894199322RT) H.S.T. (13%):</b>			
<b>Total Amount Due:</b>			
<b>Payment Received:</b>			
<b>Balance or refund due within 15 days:</b>			

**A late payment charge of 2% per month (26.82% per annum) is applied to accounts unpaid after one month.**

### MOVING CONDITIONS: IMPORTANT

I agree to the terms stated on both sides of this contract. I am the legal owner of the goods, or the authorized agent of the legal owner of the goods to be moved or stored. I understand that carrier liability is limited by a term or condition of carriage contained in this agreement. Option Two (above) shall apply unless I have specifically selected Option One.

X \_\_\_\_\_

Consignor or agent

**RECEIPT OF GOODS:** Services shown herein were rendered in a satisfactory manner. All goods were received in apparent good order except as noted. Charges are correct.

X \_\_\_\_\_

Consignor or agent

**SPECIAL SERVICES OR AGREEMENTS:**

**1. LIABILITY OF CARRIER** The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent, except as provided in this Contract of Carriage and/or Storage, and except as provided in the Storage Agreement and Warehouse Receipt that will come into effect if goods are stored at a Master Movers and Storage location.

**2. CONSIGNOR'S RISK** If it is agreed that specific items are carried at the risk of the consignor, that agreement covers only such risks as are necessarily incidental to the carriage and the agreement does not relieve the carrier from liability for any loss or damage or delay that results from the negligence of the carrier or his agents or employees. The burden of providing absence of negligence is on the carrier.

**3. VALUATION** Subject to article 4, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence of the carrier or its employees or agents, shall be the lesser of, A) the value of the goods at the place and time of shipment, and B) the greater of I) the value of the goods as represented by the consignor on the face of the contract of carriage, and II) two dollars per pound computed on the total weight of the shipment.

**4. ELECTION** A) If the consignor so elects on the face of the Contract of Carriage and/or Storage, the maximum liability shall be based on 60 cents per pound per article lost or damaged. B) If the liability is calculated under Article 3, the consignor shall pay to the carrier any additional charges incurred by the carrier to provide insurance coverage in excess of 60 cents per pound per article.

**5. EXCEPTIONS FROM LIABILITY** The carrier shall NOT be liable for:

A) Loss, damage or delay to any of the goods described in the Contract of Carriage and/or Storage caused by an Act of God, the Queen's or Public Enemies, riots, strikes, a defect in the goods, the act or default of the consignor, owner or consignee, authority of law or quarantine.

B) Except as a result of negligence of the carrier or the carrier's agents or employees: I) Damage to fragile articles that are not packed and unpacked by the contracting carrier, his agent or employees. II) Damage to the mechanical, electronic, digital or other operations of radios, televisions, computers, clocks, cameras, audio and visual recording and playing equipment, appliances, musical instruments and other equipment, irrespective of who packed or unpacked such articles, unless servicing and preparation was performed by the contracting carrier, his agent or employees. III) Deterioration of or damage to perishable food, plants, or pets. IV) Loss of contents of consignor packed articles, unless the containers used are opened for the carrier's inspection and articles are listed in the contract of carriage and/or storage and receipted for by the carrier. The burden of proving absence of such negligence for the purpose of paragraph B is on the carrier. C) Damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the carrier shall only be liable for repair or replacement of the lost or damaged piece or pieces. D) Damage to the goods at place or places of pick up at which the consignor or the consignor's agent is not in attendance, E) Damage to the goods at place or places of delivery at which the consignee or the consignee's agent is not in attendance and cannot give receipt for goods delivered.

**6. SPECIAL AGREEMENT REQUIRED FOR ARTICLES OF EXTRAORDINARY VALUE (IN EXCESS OF \$100 PER POUND OR \$5,000)**

A) No carrier is bound to carry any documents, specie or any articles of extraordinary value (over one hundred dollars per pound or items over five thousand dollars) unless by a special agreement to do so. B) If such goods are carried without a special agreement and the nature of the goods is not disclosed in the contract of carriage and/or storage, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in Article 3.

**7. LIABILITY OF ORIGINATING AND DELIVERING CARRIERS**

Where a shipment is accepted for carriage by more than one carrier, the original contracting carrier and the carrier who assumes responsibility for delivery to the consignee, hereinafter called the delivering carrier, in addition to any other liability hereunder, are liable jointly and severally for any loss or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved.

**8. RECOVERY FROM CONNECTING CARRIER** The original carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount that the original contracting carrier or delivering carrier, as the case may be, is required to pay for the loss of or damage to the goods while they were in the custody of such other carrier.

**9. REMEDY BY CONSIGNOR OR CONSIGNEE** Nothing in article 7 or 8 deprives a consignor or consignee of any rights he may have against any carrier.

**10. DELAY** I) At the time of acceptance of the contract, the original contracting carrier shall provide the consignor with a date or time period within which delivery is to be made. II) Failure by the carrier to effect delivery within the time specified on the face of the Contract of Carriage shall render the carrier liable for reasonable food and lodging expenses incurred by the consignee. III) Failure by the consignee to accept delivery when tendered within the time specified on the Contract of Carriage shall render the consignee liable for reasonable storage in transit, handling and redelivery charges incurred by the carrier.

**11. ROUTING BY CARRIER** If the carrier forwards the goods by a conveyance that is not a public truck, the liability of the carrier is the same as though the entire carriage were by public truck.

**12. STOPPAGE IN TRANSIT** If goods are stopped or held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.

**13. NOTICE OF CLAIM** A) No carrier is liable for loss, damage or delay to any goods carried under the contract of carriage unless notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier within 60 days after delivery of the goods, or in the case of failure to make delivery, within nine months after the date of shipment. B) The final statement of the claim must be filed within nine months after the date of shipment. C) The originating carrier or the delivering carrier, as the case may be, shall acknowledge receipt of claim within 30 days after receipt.

**14. FREIGHT CHARGES** A) If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery, but, if the total charges exceed the estimated charges by more than 10 per cent and if the excess charges are for additional or different goods or services from those to which the estimate applied, the consignee shall pay the difference between the estimated and total charges within 15 days, excluding Saturdays, Sundays and other holidays, after delivery. B) The 15-day extension in paragraph A does not apply if the carrier notifies the consignor of the total actual charges immediately after the goods are loaded or if the consignor signs a waiver of the extension. C) If upon inspection it is ascertained that the goods shipped are not those described in the contract of carriage, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable on the freight charges. D) If a consignor does not indicate that a shipment is to move prepaid, or does not indicate how the shipment is to move, it will automatically move on a collect basis.

**15. DANGEROUS GOODS** Every person, whether as principal or agent, shipping dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay caused by the failure to disclose, and such goods may be warehoused at the consignor's risk and expense. For greater certainty the consignor's liability shall extend to damage to any building, vehicle or equipment as well as change to, or delay in delivery of any other person's goods and injury to or death of any person.

**16. UNDELIVERED GOODS** A) If, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instructions.

B) Pending receipt of disposal instructions:

I) The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or

II) If the carrier has notified the consignor of its intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

**17. ALTERATIONS** Subject to article 18, any limitation in the Contract of Carriage and/or Storage on the carrier's liability and any alteration to the Contract of Carriage shall be signed or initialled by the consignor and the original contracting carrier or their agents and unless signed and initialled, shall be without effect.

**18. WEIGHTS** In cases where certified public scales are not used, a constructive weight based on 7 pounds per cu. ft. of properly loaded space shall be used.

**19. UNDUE DELAY** The carrier shall be compensated at the regular rate per hour for delay at loading or unloading caused by any act or default of the consignor or his agent, the consignee or his agent, or the owner of the premises, or his representative.

**20. FAILURE TO PAY** Failure to pay charges when delivery is tendered within the time specified on the Contract of Carriage and/or Storage may result, at the election of the carrier, in the storage of the goods in a public warehouse at the consignor's and consignee's expense, subject to the provisions of the Warehouse Receipt Act and Warehousemen's Lien Act of the province of delivery.