


INFO DETAILS

Thank you for the opportunity to serve your automobile transport needs. Please review and complete the steps below and e-sign this contract. If you have any questions, don't hesitate to call or email us using the contact information above.

SHIPPING AGREEMENT:		CUSTOMER SERVICE:	
Order No:	30655631-KS	Phone(s)	(917) 594-5566
Date:	10/18/2024	Email:	info@broadwayautotransport.com
PRICING INFORMATION:		SHIPPER INFORMATION:	
The Total Price:	\$800.00	First Name:	Tom
Reservation Fee:	\$200.00	Last Name:	Dennis
COD:	\$600	Company:	
Ship Via:	Open	Phone:	2244062221
Vehicle:	Operable	Email:	denntho@gmail.com

Year Make Model	Type	Tariff
<div> CHEVROLET 1957 CHEVROLET 210</div>	Car	\$800

PICK UP INFO:	DROP OFF INFO:	SHIPPING INFORMATION:
Name: Tom Shavez	Name: Tom Dennis	1st Avail. Pickup Date: 10/21/2024
Company:	Company:	Estimated Load Date: 10/21/2024
Phone: 9564556036	Phone: 2244062221	Estimated Delivery Date: 10/25/2024
Phone2:	Phone2:	
Address: 168 Shoreline Dr	Address: 1211 Thackery Ct	
City: Brownsville	City: Naperville	
State/Zip: TX/78521	State/Zip: IL/60564	
Country: United States	Country: United States	
		<b>SIGNATURE:</b> E-Signed: 10/18/2024 6:07 PM EDT <div><div>Tom Dennis</div><div>denntho@gmail.com IP: 209.122.128.146</div><div>Electronic Signature</div></div>

PLEASE CAREFULLY REVIEW ALL OF THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT BEFORE AFFIXING YOUR SIGNATURE!

## Terms and Conditions

Thank you again for choosing Broadway Auto Transport for your vehicle shipment. By using our services, you accept all of the terms and conditions of service stated herein. In the event of a conflict between these terms and those in any other document, this will be supersede and control as between you and Broadway Auto Transport (BAT). These Terms cannot be modified by anyone except for Broadway Auto Transport.

### 1. Corporate Obligation

- a) Upon Customer's request, Broadway Auto Transport will arrange for the transportation of Customer's Shipment by assigning a carrier.
- b) Customer understands and accepts that Broadway Auto Transport operates only as a transportation broker, not a motor carrier or transporter. BAT works on customer's order till assign a carrier and gives all the information about the carrier company. If any damages, delays, or other issues occur during transportation, it is not the responsibility of Broadway Auto Transport. BAT provides customers with a Certificate of Insurance (COI) from the carrier company.
- c) Broadway Auto Transport shall provide customer with an estimated pick up and estimated delivery date, however, doesn't guarantee on a specified time. Delays may occur prior to, and/or during the transport due to weather or road conditions, government regulations, mechanical problems, and other causes that are beyond company's control. Customer understands and accepts that Broadway Auto Transport is not responsible to pay for your rental of a vehicle, nor shall it be liable for failure of mechanical or operating parts of your vehicle.

### 2. Customer Responsibilities

- a) Accuracy of Information. Customer understands and accepts that only customer is responsible to ensure the accuracy of all the details of the shipment. (Year, make, model of vehicle, addresses, pick up date) Any changes or corrections to the shipment description may result in additional fees or cancellation of the order.
- b) Personal Property. Customer may leave personal items in the trunk which shall not exceed two hundred pounds (200 lbs) and must be confined to the trunk or storage area of the shipment. All personal items in the vehicle are placed there at the owner's risk, they are not covered by the truck's insurance.
- c) Prohibited Items. Customer understands and accepts that Customer is expressly prohibited from loading any explosives, guns, ammunition, weapons, flammable products, live pets, live plants, any contraband, drugs or narcotics, alcoholic beverages, and or any illegal goods in the Shipment. Customer understands and accepts that upon discovery, such prohibited items and/or the Shipment may be confiscated or disposed of by law enforcement, or the Carrier and the Order may be cancelled in entirety without any remuneration or compensation to Customer and Customer will be solely responsible for any fees, fines, damages, or other liabilities arising from a violation of this Section.
- d) The vehicles must be tendered to the carrier with no more than half a tank of fuel. The carrier will not be liable for any damage caused by leaking fluids, freezing, exhaust systems, or untied antennas. Any claims for loss or damage must be noted and signed on the condition report at the time of delivery.

### 3. Fees and Payments

- a) Customer agrees to pay all amounts due in full for each Order and any Additional Services as per the terms of the Order Confirmation and these TERMS without any offsets, chargebacks or reductions by Customer for any actual, pending or unfiled claims, losses, delays, or damages. Payment for BAT's services is due when a Carrier accepts an Order as BAT's services have been rendered at that point.
- b) All payments for the balance due to Carrier for C.O.D. must be made on or before the delivery of Shipment in the form of cash, certified funds, cashier's check or money order made payable to the Carrier. Customer WILL NOT use personal checks, debit or credit card when making payments to the Carrier.
- c) Customers can pay the reservation fee with only Credit Card and there will be a 4.0% transaction fee.

### 4. Contract Termination Concerns

- a) If the order is canceled for any reason after a carrier accepts the Order, such reasons including but not limited to Customer canceling an Order, BAT canceling an Order due to the Customer's breach of these TERMS or if the Carrier is denied pick up of the Shipment for any reason when the Carrier arrives at the Point of Origin, then the Customer agrees to pay a minimum of two hundred dollars (\$200) in cancellation fees as BAT's services have been rendered at that point.
- b) Broadway Auto Transport agrees to provide a carrier to transport your vehicle as soon as possible in accordance

with your instructions, but cannot guarantee pick-up or delivery on a specified date. If you cancel an order within one week after the requested available pick-up date, an administration fee of \$199 will be charged. If the customer has a situation that requires cancellation without any fees, they can contact [support@broadwayautotransport.com](mailto:support@broadwayautotransport.com) or support agent to explain their situation.


c) Cancellation of an Order by Customer must be submitted in writing via email to Broadway Auto Transport or contacting support agent. Cancellations made via telephone, text, chat or any other medium will not be accepted by Broadway Auto Transport.

### 5. Liability for Loss, Damage, and Delays

a) Broadway Auto Transport is a property transportation broker, therefore, is not and will not be liable for any cargo loss and damage claims for any reason.

b) Trucking damage claims are covered by carrier from \$100,000 up to \$250,000 cargo insurance per load, and a minimum of 3/4 of a million dollars public liability and property damage. If Customer has a claim for loss or damage to a Shipment, then Customer understands and agrees that the party liable for all such claims is the Carrier and not BAT, and it is Customer's responsibility to file any claim directly with the Carrier who transported the Shipment at the time of delivery.

c) Customer is hereby informed and understands that claims against motor Carriers are governed by federal law, the Carmack Amendment to the ICC Termination Act of 1995, 49 U.S.C. §14706. Customer is urged to seek independent legal advice (at Customer's sole expense) on these laws in the event of a claim.

E-Signed: 10/18/2024 6:07 PM EDT	
Tom Dennis	
denntho@gmail.com	
IP: 209.122.128.146	Electronic Signature