



14840 – 134 Avenue NW
Edmonton, AB, T5L 4T4
Ph. 1-866-OUR-MOVE
www.ourmove.ca

AGREEMENT

BETWEEN:

OUR MOVE INC. (hereinafter called “Our Move”)

- and -

(hereinafter called “the Customer”)

Packing, Loading & Unloading: The Customer is responsible for all packing of goods for transit, including loading and unloading. It is the sole responsibility of the Customer to pack all personal effects using proper containers and equipment supplied. The maximum weight allowed on the trailer is 825 pounds per linear foot.

Payment Terms: Our Move will accept payment with VISA, MasterCard, American Express, money order or bank draft. Shipments will only be delivered at destination after payment has been made in full.

Limited Cargo Liability: Our Move’s liability is limited to the standard liability charge of \$2.00 per pound per item with a maximum of \$50,000.00 per shipment for loss or damage caused by trailer fire, vehicle collision, vehicle overturn or complete vehicle theft.

Cancellation Fee: \$250.00 of the deposit paid is non-refundable.

Additional Charges: Prices may change if the Customer’s requirements change, e.g. if the shipment’s origin or destination changes, reconsignment charges apply. If the trailer is detained or requires storage beyond what is expressed in the shipping information sheet, storage fees shall apply of \$75.00 per day for a 28’ trailer and \$150.00 per day for a 48’ trailer. If the Customer requests an additional day for loading the trailer, the following fees apply:

Edmonton:	28’ trailer - \$ 75.00 per day;
	48’ trailer - \$150.00 per day;
All other areas:	28’ trailer - \$300.00 per day;
	48’ trailer - \$300.00 per day.

Should the Customer require more than the 10 hours for loading or unloading the trailer, a fee of \$30.00 per hour will be charged for each hour thereafter, to a maximum of \$300.00 per day.

Trailer Parking: An Our Move trailer will be spotted at the Customer’s sole risk at the origin location date shown herein. It is the Customer’s responsibility to obtain permission for the placement of the trailer(s) at the origin location for loading and at the destination location for unloading. Our Move will not be responsible for any subsequent parking charges or violations. Should Our Move receive any notice of parking charges or

violations while the trailer is parked at the Customer's origin or destination, Our Move will charge any fees incurred to the Customer's VISA, Mastercard or American Express.

Hazardous Materials: The Customer agrees not to include hazardous materials (i.e. petroleum products, compressed gas, corrosives, explosives and flammables) of any type in the shipment. Hazardous material violations could result in additional charges resulting from local, provincial and federal fines, as well as, but not limited to, loss or damage to property and associated personal injury.

Liability: The Customer agrees to hold Our Move harmless and indemnify Our Move against any and all claims for loss, expense, liability or damages arising out of or in connection with the performance by the Customer of this schedule. Our Move shall not be liable and hereby disclaims responsibility for any indirect, incidental or consequential damages or other indirect costs, fees or charges of any kind arising from any claims filed hereunder, whether disclosed or not.

Assumption of Risk: The Customer assumes all risks and liability arising from the use and operation of the Equipment included with the package of services rendered, and understands such Equipment can cause injury or death to the Customer or others. The Customer assumes full responsibility for damage, loss or destruction of the Equipment used by the Customer as part of the package of services rendered. The Customer assumes full responsibility for and agrees to indemnify, defend and hold harmless Our Move from any and all loss, liability, damage and expense in connection with the use or operation of such Equipment.

No Warranty: Although Our Move does its best to maintain high standards on equipment, Our Move shall not make, has not made, nor shall be deemed to make or have any warranty or representation, either expressed or implied, written or oral, with respect to the Equipment provided hereunder or any component thereof, including without limitation, any warranty to design, compliance with specifications, quality of materials or workmanship, merchantability, fitness for any purpose, use, operation or safety. All risks are to be borne by the Customer. Without limiting the foregoing, Our Move shall have no responsibility or liability to the Customer or any other person with respect to the following, regardless of any negligence by Our Move:

1. any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, and deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; or
2. the use, operation or performance of any Equipment or any risks relating thereto.

Applicable Law: The Customer acknowledges that Our Move is a general commodity carrier and this shipment will be subject only to the laws and regulations governing commodity carriage. This shipment shall be subject to Federal laws and statutes and no provincial laws or statutes shall apply.

By signing below, the Customer agrees to the terms and conditions herein, the rules in a Uniform Straight Bill of Lading to the extent of the language contained in the Bill of Lading and pricing shall prevail. Our Professional driver's signature only acknowledges receipt of freight.

Dated in the City of _____ in the Province of _____ this _____ day of _____, A.D. 2005.

Customer

Professional Driver

Name

Name

Thank you for using OUR MOVE INC.