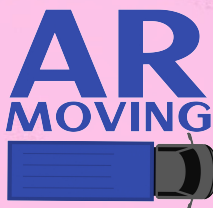


AR Moving  
70 Range Road, Ajax ON L1Z1X1  
Phone: (905) 424-1735  
Email: arent58@hotmail.com  
Website: ar-moving.ca



TRIP NO:

ORDER NO:

SHIPPER IS REQUESTED TO READ THIS DOCUMENT CAREFULLY, INCLUDING TERMS & CONDITIONS ON BOTH SIDES BEFORE SIGNING AND ASK FOR AN EXPLANATION OF ANYTHING UNCLEAR OR INCONSISTENT WITH ANY PREVIOUS REPRESENTATION, THIS BILL OF LADING WILL CONFIRM INSTRUCTIONS AND AUTHORIZE CARRIER TO PACK, MOVE, SHIP, STORE AND/OR PERFORM SERVICES HEREIN

FROM			TO		
Name			Name		
Address			Address		
City	Province	Postal Code	City	Province	Postal Code
Phone			Phone		
Booking Date	Agent	Pick Up Date	E-mail	Delivery Period	
Notes					

I warrant that this shipment of goods does not contain any dangerous substance as defined under the Transportation of the Dangerous Goods Act of Canada or any province or territory. Except such goods are declared exempt by each applicable act and regulations thereunder. I also warrant that all such goods are or will be in cartons marked "consumer products dangerous good exempt" and shown as such on the inventory. I understand that the carrier's liability is limited by term or conditions of carriage contained in this agreement and make the declaration of the value set forth in conditions.  
BY SIGNING IN THE BELOW PROVIDED SPACE, I READ, UNDERSTAND AND AGREE WITH ALL TERMS AND CONDITIONS PROVIDED ON BOTH SIDES OF THIS DOCUMENT

Signature \_\_\_\_\_ Date MM / DD / YYYY

PAYMENT TERMS: Carrier will not relinquish possession of the shipment until all charges are paid. Payment shall be made in the form as specified on this bill of lading.

ITEM	QTY	RATE	AMOUNT	ITEM	QTY	RATE	AMOUNT
2 Cubes				Wardrobe			
4 Cubes				S/D Cover			
6 Cubes				K/Q Cover			
China Ctn				Tape			
Mirror 5m				Sofa Cover			
Mirror Lg				Bubble Wrap			
Customer Initials				Total			

#### TERMS & CONDITIONS

- The carrier shall confirm a date for pickup only upon receipt from the shipper of a non-refundable deposit of the estimated fee.
- The liability of the carrier for loss or damage to the shipment shall be limited to 60 cents per pound per article.
- The carrier shall not be liable for loss or damage to any item having a value in excess of \$100 unless the shipper has declared the value of the item and has paid the additional charges in relation thereto.
- The carrier shall not be liable for damage to items that have not been packed by the carrier, i.e. items packed by or for the shipper by a third person or items in their original packaging. The carrier may make blankets or other wrappings available to the shipper for unpacked items without any liability.
- The carrier shall not be liable for damage to furniture or other items manufactured from pressboard, particleboard or engineered wood unless dismantled before pickup.
- The carrier is not liable for damage to any mechanism, motor, engine, structure or workings contained within an article consigned to it.
- The carrier shall not be liable for late deliveries unless the delivery date and the address has been given to the sales agent on the day of reservation.
- The carrier shall not be liable for any loss or damage to the shipment unless the shipper signs both a pickup and delivery slip.
- Unless otherwise stated, the cost of transportation is based on actual weight and volume of the shipment (including the weight and volume of shipping material and equipment used); if the shipper is disputing the weight they are required to pay a \$300.00 deposit to do a re-weigh. If there is a difference of more than 300 lbs from that of what the carrier originally provided, the shipper will receive the deposit back and the invoice will be corrected. However, if the weight is within 300 lbs of what the carrier provided, the deposit will be kept for the additional labour that the carrier had to do and the invoice will be corrected.
- The following shall be considered as additional services and shall entail additional charges: packing, unpacking, crating, dismantling, assembling, walk-ups, carrying loads more than 20 meters from the truck, rental equipment, pickups or deliveries at more than one location, pickups or deliveries off main thorough fares or paved roads, and storage of goods.
- Any change by the shipper to the Moving Contract must be made in writing and received by the shipper within two days of the original departure date. Failure to do so may result in additional fees charged to the shipper for any extra storage, handling and travel.

#### VALUATION DECLARATION

- It is the shipper's obligation to supply the carrier with necessary documentation for international shipments. The carrier is not responsible for any delay or loss of any nature occasioned by the laws and regulations of a foreign country. The carrier shall charge additional fees for additional storage, handling, duties, waiting time or other expenses incurred or occasioned when delivering the shipment to a foreign country.
- The shipper is responsible for all tickets, fines, towing charges and other expenses for illegal parking if the carrier must park its truck in an illegal position or location to carry out the pickup or delivery. The carrier is not liable for damage to driveways, sidewalks, lawns or gardens that may result from the parking of its truck or the delivery of the shipment.

Notice : The shipper signing this contract must insert in the space beside in his own handwriting of this declaration of the actual value of the shipment. Otherwise the shipment will be deemed released to a Maximum value equal to \$0.60 times the weight of the shipment in pounds.

☐ Basic Liability (60 ¢/lbs./art.) \$350 deductible

SIGNATURE \_\_\_\_\_ DATE MM / DD / YY

14. Notwithstanding any law or regulation to the contrary, the carrier may without notice sell or otherwise dispose of any stored items if the shipper is more than 90 days late in payment of all or any part of the storage fees. The carrier shall apply the proceeds thus obtained if any first in reduction of its legal fees and other expenses incurred in the disposing of the stored items.
15. Any claim, action or litigation arising out of or in relation to this Contract shall be governed by the laws of Ontario and must be brought

#### DELIVERY ACKNOWLEDGEMENT

I, HEREBY, CERTIFY THAT THIS SHIPMENT OF GOODS HAVE BEEN RECEIVED IN APPARENT GOOD ORDER AND CONDITION EXCEPT NOTED ON INVENTORY AND SERVICES ORDERED WERE PERFORMED. The remaining balance must be paid in full after the invoice is issued by certified cheque, money order, bank draft, e-transfer, Visa or MasterCard. Make certified cheque, money order, or bank draft payable to : **Enterprise Moving**

Signature \_\_\_\_\_ Date MM / DD / YYYY

Driver \_\_\_\_\_

ESTIMATED WEIGHT \*

☐ Shipper  
☐ Storage

\* Charges below are based on actual weight as determined by the scale.

#### LINEHAUL CHARGES INITIALS

WEIGHT	Min Charge /	lbs.	
WEIGHT EXTRA	lbs. @	¢/lbs.	

#### ORIGIN AREA SURCHARGE

#### DESTINATION AREA SURCHARGE

SCALE \$50.00

#### BORDER CROSSING

#### ACCESSORIAL SERVICE CHARGES INITIALS

TOTAL PACKING / UNPACKING

EXTRA PICK - UPS OR DELIVERIES

STAIRS / ELEVATOR / LONG CARRY

STORAGE

PIANO / APPLIANCE / OVERWEIGHT

FUEL SURCHARGE

WAREHOUSE HANDLING

CAR TRANSPORTATION

DECLARED VALUE @ \$/1000\$

SUBTOTAL

H.S.T 856853429RT0001 %

TOTAL

DEPOSIT DATE

BALANCE DUE

METHOD OF PAYMENT ☐ CASH ☐ CERT. CHECK ☐ MONEY ORDER ☐ BANK DRAFT ☐ CREDIT CARD ☐ DIRECT DEPOSIT ☐ DEBIT VISA ☐ E - TRANSFER



## Terms & Conditions

### 1. Liability of Carrier

The carrier of the goods herein described is liable for any loss or damage to goods accepted by him or his agent, except as herein provided.

### 2. 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 of 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.

### 3. Recovery from Connecting Carrier

The original contracting carrier of 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 of loss or damage that the original contracting carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from any loss of or damage to the goods while they were in the custody of such other carrier.

### 4. Remedy by Consignor or Consignee

Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carrier.

### 5. Exceptions from Liability

The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage or delay caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From
  - (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any authority maintaining or using military, naval or air forces; or (B) by an agent of any such government, power, authority or forces;
  - (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - (3) Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
  - (4) Seizure or destruction under quarantine or customs regulations;
  - (5) Confiscation by order of any government or public authority; or
  - (6) Risks of contraband or illegal transportation or trade;
- (d) From Acts Of God.
- (e) Carrier is not responsible for boxes packed by owner. If a piece of furniture has difficulty entering an area; the carrier is not responsible for floor, wall, and piece of furniture.
- (f) In the event of loss or damage to any article, pair, or set of articles consisting when complete for use of several items, the carrier shall only be liable for the value of such item without respect to any special value claimed for such item as part of the article, pair, or set of articles.
- (g) Shipper hereby releases the company of any and all responsibility in the handling and transportation of all uncrated mirrors, marble, pictures, glass tops, lamps or lamp shades, box spring, mattresses, all other unpacked fragile items, plastic covers from cracking or tearing, all breakables packed in cartons and all pressed wood furniture not dismantled by customer, all chipping, cracking and peeling of mica and any and all functions of electrical and mechanical appliances i.e. refrigerator, television, stereo, piano, washing machine, dryer, etc.
- (h) Deterioration of or damage to perishable food, plants or pets.
- (i) Damage to the goods at the place or places of pick-up at which the consignor or his agent is not in attendance
- (j) Damage to the goods at the place or places of delivery at which the consignee or his agent is not in attendance and cannot give a receipt for goods delivered.

### 6. Delay

The carrier shall not be liable for delay caused by highway obstruction, weather conditions, faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or from any cause of breakdown, mechanical defect, vehicles or equipment or from any cause other than negligence of the carrier. Nor shall the carrier be bound to transport by any particular schedule, means or vehicle necessity to forward said property by any carrier; or route between the point of origin or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical destination.

### 7. Routing by the carrier

In case of physical necessity where the carrier forwards the goods by a conveyance that is not a licensed for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed for-hire vehicle.

### 8. Stoppage in Transit

Where 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.

### 9. Valuation

- (a) The amount of the actual loss or damage not exceeding sixty (60) cents per pound times the actual weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater; or
- (b) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.
- (c) No carrier hereunder will carry or liable in any way for any documents, special jewelry, rare stamps and coins, antiques or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

### 10. Possession

(a) Carrier will not relinquish possession until all charges are paid. The owner or consignee shall pay the advances, tariff charges, packaging, and storage, if any, and all other lawful charges occurring on said property, but except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage, and all lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier; contrary to such stipulation, shall make delivery without requiring payment, the consignor (except as hereinafter provided) shall not be liable for such charges; provided that, where the carrier has been instructed by the shipper of consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable)

which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges, if the consignee has given to the carrier erroneous information as to whom the beneficial owner is, such consignee, shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at the time of shipment, the prepayment of the charges, if upon inspection is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

(b) If any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause 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 cost of the owner and subject to a lien for all accrued tariff and other lawful charges.

(c) The shipper shall indemnify the carrier against loss or damage caused by inclusion in the shipment of explosions or dangerous articles or goods.

(d) Any alteration, addition or erasure in this bill of lading shall be without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

### 11. Undeliverable Goods

(a) where, 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 such disposal instructions;

(1) The good may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or

(2) Provided that the carrier has notified the consignor of his 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

(c) As a result from a) If the consignee or owner of property fails to receive or claim it within ninety (90) days after written notice by registered mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable tariff, carrier may sell or dispose of property at its option. Once the carrier has been notified and shipper requests possession of the shipment, the shipper will be responsible to pre-pay any outstanding charges, including shipping costs, applicable storage fees, and any other outstanding charges. Upon receipt of full payment shipper will release the location of the stored shipment and transfer ownership of the stored goods to the shipper. It is the shipper's responsibility to arrange delivery from the storage facility to the desired delivery destination, at shippers own expense.

### 12. Alterations

Subject to article 18, any additional limitation on the carrier's liability on the Bill of Lading, and any alteration, or addition or erasure on the Bill of Lading shall be signed or initialed by the consignor or his agent and the original contracting carrier or his agent and unless so acknowledged shall be without effect.

### 13. Weights

It shall be the responsibility of the original contracting carrier or his agent to show the correct tare, gross and net weights on the Bill of Lading by use of a certified public scale, and attach the weight scale ticket to his copy of the Bill of Lading. In cases where certified public scales are not available at origin or at any point within a radius of 16 kilometers thereof, a constructive weight based on 112 kilograms per cubic meter of properly loaded van space shall be used.

### 14. Storage

If for any reason the shipper requires or requests for the shipment to be stored at origin or destination charges will apply, unless otherwise arranged with the carrier or promotions are available. Storage requirements will be offered and accepted only at destinations whereby carrier has a warehouse to store the shipment. Storage arrangements must be made in advance to ensure availability. Storage rates are on a monthly rate only. Carrier does not offer pro-rated rates unless other arrangements are made in advance. All storage costs are payable on a monthly rate while the shipment is kept in storage.

### 15. Claim

(a) as a condition precedent to the recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within ten (10) days after delivery to a consignee as shown on face hereof, or in case of failure to make delivery, then within ten (10) days after a reasonable time for delivery has elapsed. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, the carrier shall not be liable and such a claim will not be paid.

(b) all claims filed must be sent to the carrier via mail and/or e-mail and must reflect the moving records under the consignee or its owner.

### 16. Jurisdiction

Notice: in the event of any litigation arising hereunder or out of the relationship between the shipper and the carrier, the parties specifically agree that the venue shall lie in Toronto, province of Ontario.

### 17. Cancellation

Enterprise Moving as a Moving Company is charging deposits in order to reserve space for your shipment with a scheduled trip. These deposits are NON REFUNDABLE if you are within 7 business days of your original pick up window. The cancellation policy is in place to compensate Enterprise Moving for losses resulting from such cancellations. All cancellations must be submitted in writing to Enterprise Moving and must be received no later than seven (7) business days prior to the first original scheduled pickup date in order to avoid any miscommunications and/or non-refundable deposits. If Enterprise Moving is unable to perform the scheduled pickup and no transportation has been provided then you will receive a refund of your deposit as full satisfaction of this agreement releasing Enterprise Moving from any liability by canceling the move.

### IMPORTANT NOTE ON GOODS AND SUBSTANCES

The carrier shall refuse to handle of cash, alcohol, flammables, jewelry, live plant, perishable food and items, guns, ammunition, important documents including but not limited to wills, birth, marriage, and death certificates, cheques, and passports.