

Continental Auto Relocators, Inc.

Terms And Conditions

1. Shipper warrants that it is the registered legal owner of the vehicle, or that it has been duly authorized by the legal owners to enter into this Agreement.
2. In the event the shipper cancels this order, shipper shall pay Continental Auto Relocators, Inc. (hereinafter referred to as C.A.R.), a cancellation charge of \$100.00 in addition to any other amounts due under this agreement.
3. Shipper upon tender of shipment to C.A.R. or its agent, and the consignee upon acceptance or delivery of shipment from C.A.R. or its agents, shall be jointly and severally liable for any and all unpaid charges, payments on account for shipment, including but not limited to, sums advanced or disbursed by C.A.R. or its agents on account of such shipment and any and all cost of collection including costs and reasonable attorneys fees.
4. Shippers shall not leave personal belongings in vehicle except those attached to and a part of the vehicle. C.A.R. shall not be responsible for loss of or damage to personal belongings, including without limitation any personal property which is not factory installed, that are not a part of the vehicle.
5. Unless the order has been prepaid, or other arrangements have been made, shipper shall pay all C.O.D. amounts, including any additional charges, by certified funds.
6. Signing bill of lading at destination without notation of damage shall be evidence of satisfactory delivery of vehicle. Claims must be made to the carrier in writing within 5 days of delivery with pictures of specific damages claimed. Carrier shall not be liable directly, in subrogation or by assignment, to owner's insurance for any payment made under owners insurance covering the vehicle while in Carrier's possession.
7. C.A.R. and its agents shall not be liable for damages not caused by their negligence, and Shipper agrees to submit claims for such damages to Shippers insurer, including without limitation the following:
 - a. Minor damages such as scratches, scrapes, and chips that result from normal road conditions, wear and tear;
 - b. Damages caused by leaking fluids, battery acids, cooling system anti-freeze solution, industrial fallout, acts of God, mechanical functions, exhaust assembly, frame, alignment, tire damage, suspension, glass damage, defective or insufficient brakes, parking brake or parking gear, road hazards (i.e. flying debris);
 - c. Damage to convertible tops that are loose, torn, or visibly worn prior to transport;
 - d. Damage to vehicle boots, caps, mask, bras, and any other types of covering;
 - e. Damage caused because vehicle cannot be driven on or off transporter under its own power;
 - f. Damage caused by tie downs that break or tear due to vehicles age or condition;
 - g. Damage that is undetectable due to the vehicles dirty condition at the time of pick up;
 - h. Auto rental costs.

8. Shipper shall prepare the vehicle for shipment including without limitation removing or properly securing all batteries, loose parts, fragile or protruding accessories, low hanging spoilers, antennae, etc.
9. Shipper shall pay any and all costs, including without limitation, storage, towing, and additional delivery costs incurred as a result of shipper's breach of any warranty or obligation under this Agreement, Shipper agrees to indemnify, defend and hold C.A.R. and its agents harmless of any costs, expenses, damages, losses, and claims caused by Shipper's breach of any warranty or obligation under this Agreement.
10. The provisions of this Agreement are severable, and the invalidity and unenforceability of any provisions herein shall not affect the enforceability of the remaining provisions which shall remain in full force and effect. This Agreement supersedes all written and oral agreements between C.A.R. and the Shipper and may not be changed except in writing by a corporate officer of C.A.R.. The parties agree that any legal action arising out of this Agreement must be filed in a court of competent jurisdiction within the State of Minnesota. Shipper hereby submits to the jurisdiction of such courts and waives any and all defenses based on lack of personal jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.