## Terms & Conditions

- (1) Tropical Auto Carriers LLC is licensed, bonded and agrees to arrange to have the vehicle or vehicles described in quotation shipped on the dates available depending on the selected carriers schedule. By signing this contract, you are legally obligated with Tropical Auto Carriers LLC to transport your vehicle(s). Do not book your order with any other company to transport your said vehicle(s) as our drivers will see this a red flag and will have an impression of an illegitimate order. This may result in an immediate cancellation. This agreement between the client and Tropical Auto Carriers LLC allows us to contract with another licensed and insured Motor Carrier to transport the vehicle described in this shipping order. We will not charge the deposit amount until there is a specific pickup and delivery date and a carrier is dispatched and assigned to your order. Tropical Auto Carriers LLC will designate a reliable, insured, and licensed carrier to fill the terms and conditions of the agreement.
- (2) Tropical Auto Carriers LLC does require a deposit before dispatching a truck out to pick up vehicle or vehicles to cover fuel/labor and reservation of the spot on the trailer. The amount is usually between fifty and two-hundred dollars, depending on the route. If paid in full, Tropical Auto Carriers LLC will then issue a company check to said carrier company for the transport. A four percent fee will be added to the total for this process. Customer warrants that they will not seek to chargeback a credit card or stop a check to offset any dispute for damage claims and/or delays etc. Quotes given from an officer of Tropical Auto Carriers LLC to the shipper are quotes based on the past five shipments that have been transported on that route. We give a quote based on an average of those prices. Quotes are subject to change depending on the amount that the carrier requests. We work with multiple drivers. In some instances, a particular driver may request more funds to transport a vehicle and we will give that option to the client. We are by no means forcing the client to ship at that price. We are simply giving the option depending on the urgency of the shipment. If you decline the additional funds we will continue to schedule a different driver for the agreed upon quote, your order will not be canceled. Certified funds must be made payable to the delivering subcontracted car carriers company name, not Tropical Auto Carriers LLC. Personal checks or credit cards will not be accepted for the remaining balance. All vehicles to be delivered with a balance owing shall be paid by cash or cashier's check only (U.S. Dollars) payable to the carrier/transporter. Should delivery be attempted after proper notification (between one and twenty-four hours voice notification to phone numbers provided by customer) and customer or his designated agent does not have proper funds or is unavailable to receive delivery, vehicle(s) will be taken to a vehicle storage lot, where shipper is responsible and will have to retrieve, pay for storage and/or redelivery fees. If the carrier chooses to keep the vehicle on the trailer and redeliver the vehicle at a later time due to customer scheduling, a redelivery fee may be charged. This will be given directly to the carrier upon accepting your vehicle. It is the customer's responsibility to have payment in full when carrier/transporter arrives. Any and all storage and delivery charges will be the responsibility of the customer. If transporter is unable to drive to the address at the time of delivery, due to low hanging trees or inaccessible roads the customer agrees to meet the carrier/transporter at a nearby location. Should the customer be unable to accept delivery for any reason, the vehicle will be stored at the customer's expense.
- (3) Carrier/transporter will only be responsible for damages resulting from carrier/transporter negligence. The customer verifies the vehicle is free of contents, to and including trunk, therefore Tropical Auto Carriers LLC and assigned carrier/transporter do not take any responsibility for personal items left inside vehicle. We will not be responsible for toll transponders being charged through tolls during the transport. Please remove the transponder to avoid any unnecessary charges.

  (4) The customer is responsible for preparing the vehicle for transport, Including: disarming any alarms, removing any loose parts, toll remotes, accessories, low spoilers, etc. Any part of the vehicle that falls off during transport is the customer's responsibility including damages caused to any and all other vehicles involved.

  (5) If the vehicle is inoperable or oversize (dual or oversize wheels, extra-large, racks, lifted, limo, etc.), customer must inquire as to extra charges. If Tropical Auto Carriers LLC is not advised of inoperable or oversized / modified vehicles prior to pick-up, all extra charges must be paid in cash or money order upon delivery or vehicle will be held until payment is received. If you decline to pay additional funds for misrepresenting the shipment, the deposit that was charged upon dispatching will be kept as we have actively worked on your order in addition to any dry-run fee that the carrier will request due to the waste of his diesel, reserved spot on his truck and time.
- (6) Tropical Auto Carriers LLC is an auto transport broker and a carrier. We have a DOT and MC number registered with the FMSCA. Our truck may or may not be used to transport your vehicle. If we broker your shipment to another carrier, we will have a contract with said carrier with specified locations and dates. Some shipments may take additional time depending on the route. Our average pick up time is three business days. We do not and can not guarantee any pick up or delivery times. Pickup and delivery dates are only estimates and there are no guarantees due to circumstances that may be out of our hands, i.e. traffic/weather, truck mechanical problems or personal emergencies. No auto rental or reimbursement will be honored for delays, damage, accidents, acts of God, or for time awaiting pick up or delivery of your vehicle as we cannot control when a driver will be in route for your shipment or delays during transit.
- (7) We reserve the right to refuse service to anyone who violates any of the terms and conditions written above or for any other reason we feel necessary. If a carrier is not assigned to your order and it is canceled for any reason after placing your order within five business days or five business days after your first available pick up date, a fifty dollar non-refundable fee will be charged as we have actively worked on your order. If a carrier is assigned to your order and the order is canceled for any reason at any time, the deposit charged upon dispatching as a reservation/fuel fee will be kept/charged as we have actively worked on your order in addition to any dry-run fee that the carrier will request due to the waste of the diesel, reserved spot on the truck and time. If a carrier has been dispatched/assigned to your order but has broken down or has been delayed, we reserve the right to charge/keep the fuel/reservation deposit for three business days and will keep your order active to schedule a new driver for three business days after delay. Threats, harassment, foul language etc. may result in immediate cancellation of your service order. There shall be no chargeback on these or any charges as we are legally bound through this contract.
- (8) The customer agrees that should this vehicle become inoperative for any reason at pickup or during transport, a one hundred and fifty dollar non-operable fee may be assessed to the customer at the time of delivery or charged upon pick up.
- (9) The carrier/transporter has primary insurance responsibility during transit of your vehicle. All claims will be settled at actual cost. All claims are to be made to the actual carrier/transporter who transported your vehicle. Refer to the carrier/transporter's bill of lading for information regarding the claim process. Please refer to Tropical Auto Carriers LLC for the carriers insurance information only. Tropical Auto Carriers LLC can not and will not file or assist in filing of an insurance claim as only the owner of the vehicle will be responsible to contact the carriers insurance company. The customer agrees that this is the only contract between the

parties covering the arrangement of transport and no other agreements or contracts are in effect until arrangement of scheduling has been made with an authorized carrier, at this time the carrier/transporter's contract and bill of lading will be in effect immediately. All damage claims must me noted on a signed bill of lading. Any damages not noted on the bill of lading will not be honored. If the vehicle is covered in snow, dirt, sleet or mud upon pick up or delivery, it may effect the carriers ability to do a correct vehicle inspection report. It will be at the carriers discretion on how to correctly disclose and damages or blemishes. Exceptions for damages must be noted on the post transport inspection form at the time of delivery, any claim for damages not documented on the post-trip inspection form will not be honored. No claims or legal action of any kind may be initiated against Tropical Auto Carriers LLC. Tropical Auto Carriers LLC is not responsible or any damage and will not give compensation for carrier negligence. Paying customer/client shall not issue a chargeback or charge dispute due to damage or insurance claims. Transportation cost and insurance claim for damages are separate. You are still responsible for paying the driver for the transportation of your vehicle, unless noted otherwise. All claims for damage must be made to the carrier/transporter and/or their insurance company.

(10) When placing an order with Tropical Auto Carriers LLC, you agree to place your credit card for payment on our filing system. Your credit card will only be charged for auto transport services rendered by Tropical Auto Carriers LLC. If payment for services rendered has become delinquent after seven calendar days of dispatching, you will be contacted via mail and/or email with demands to pay with a final notice. At this time your credit card that was placed on file at the time of order placement will be continuously attempted for fund recovery. After fourteen calendar days, your account will be turned over to our collections department. If we do not receive payment after twenty-one calendar days, you will be turned over to a third party collection agency. You will be responsible for all collection fees and will be invoiced appropriately whether you pay us directly or the collection agency.

(11) This document supersedes all prior written or oral representation of Tropical Auto Carriers LLC and constitutes the entire agreement between client and Tropical Auto Carriers LLC and may not be changed except in writing signed by an officer of Tropical Auto Carriers LLC.

## By signing below I understand and agree to the terms and conditions above.

\*Due to electronic signing, signatures may not be exact.

Price Quoted:

550.00

**Company Name** 

Tropical Auto Carriers LLC.

Officer Signature:

Danielle Garfield Date Signed:

09/11/2015

Quote ID:

104068-KN Client Name:

Dixon Minnick

Client Signature:

09/11/2015

## Signature Certificate



Document Reference: SEZIBFJFAJPHCLFV45S6RF





Dixon Minnick

Party ID: ZK3SYAIYTK26TI7D7PYSZP

IP Address: 173.66.195.234

VERIFIED EMAIL: public@minnick.co



Digital Fingerprint Checksum

e4de677efba2c4112b7238b59b0cfff54dbe8240





**Tropical Auto Carriers LLC** Party ID: 58JTB3J8RI2CK9S4F82PIV IP Address: 162.244.163.220

VERIFIED EMAIL: tropicalautocarriers@live.com

Electronic Signature: Danielle Garfield

Multi-Factor
Digital Fingerprint Checksum

137310f305feac882208b9865eab049e1ae6775b



| Timestamp                 | Audit   |
|---------------------------|---|
| 2015-09-11 13:49:27 -0700 | All parties have signed document. Signed copies sent to: Dixon Minnick and    |
|                           | Tropical Auto Carriers LLC.   |
| 2015-09-11 13:49:27 -0700 | Document signed by Dixon Minnick (public@minnick.co) with drawn signature     |
|                           | 173.66.195.234  |
| 2015-09-11 13:48:10 -0700 | Document viewed by Dixon Minnick (public@minnick.co) 173.66.195.234           |
| 2015-09-11 13:47:01 -0700 | Document signed by Tropical Auto Carriers LLC (tropicalautocarriers@live.com) |
|                           | with drawn signature 162.244.163.220  |
| 2015-09-11 13:46:43 -0700 | Document viewed by Tropical Auto Carriers LLC                                 |
|                           | (tropicalautocarriers@live.com) 162.244.163.220                               |
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