

10027246 Manitoba Ltd  
243 Spence Street  
Winnipeg, MB R3C1Y5

## Vehicle Transport Booking Form

### CUSTOMER INFO:

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Tel: \_\_\_\_\_

Customer Email: \_\_\_\_\_

### VEHICLE INFO:

Year/Make/Model/VIN: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Proposed Pickup/Delivery Dates: \_\_\_\_\_

Proposed Pickup Location: \_\_\_\_\_

Proposed Delivery Location: \_\_\_\_\_

Residential Pickup? (Extra Charge): Yes. \_\_\_\_\_ No. \_\_\_\_\_

If you require residential pickup please include alternate contact info if applicable:

Special Instructions:

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### PAYMENT INFORMATION

Receipt required: YES \_\_\_\_\_ . NO \_\_\_\_\_

Payment Method: E-Transfer \_\_\_\_\_ . Cash \_\_\_\_\_

1. 10027246 Manitoba Ltd agrees to transport Customer's vehicle between the origin and destination (terminal/residential/commercial) locations. If the customer requires door pickup or delivery, carrier can only deliver to locations that are legally able to and safe. A mutually agreed upon place to load/unload the vehicle(s) may be necessary due to low hanging trees, low hanging wires, narrow streets, and residential area restrictions.
2. **Carrier** and driver or agents, jointly and separately, are authorized to operate and transport Customer's motor vehicle between its pickup location and the destination set forth on the shipping order and Bill of Lading(s).
3. **10027246 Manitoba Ltd** does not guarantee pickup and delivery dates or transit times and wait times. All dates and assertions made by 10027246 Manitoba Ltd are best estimates. Delays may occur prior to, and/or during, transport due to weather, road conditions, mechanical problems, etc. There are absolutely no guarantees regarding pickup or delivery times and dates.
4. **10027246 Manitoba Ltd/Carrier** shall not be held responsible for loss or damages occasioned by delays of any kind or for any reason, car rental fees or any accommodation fees.
5. **Customer** is responsible for preparing the vehicle to be shipped:
  1. All loose parts, fragile accessories, low hanging spoilers, etc. must be removed or secured. Any part of the vehicle that falls off during transport is Customer's responsibility including damages caused by said part to any vehicles(s) and/or person involved.
  2. Customer shall remove all non-permanent, outside mounted luggage and other racks prior to shipment.
  3. Vehicle must be in good running condition (unless otherwise noted).
  4. The vehicle's interior must be reasonably clean and free of garbage.

5. At least  $\frac{1}{4}$  tank but recommended to have no more than  $\frac{1}{2}$  a tank of fuel.
  6. Vehicle must have correct levels of antifreeze, oil and other fluids and must not be leaking.
  7. All vehicles must have a working foot brake and parking brake/ebrake (unless otherwise noted).
  8. Customer must disarm any alarm system installed in the vehicle or provide proper instructions for this matter. In the event said alarm sounds and there are no keys or instructions to turn it off, Carrier may silence alarm by any means.
  9. If there are special instructions for operating the vehicle, please attach the instructions to the dash of the car where they are clearly visible.
6. Any non-operational vehicle(s) that were not previously disclosed at the time of booking will be charged an additional minimum of \$300.00 Canadian. If a vehicle becomes non-operational during shipment, these fees, plus any additional fees required to accomplish delivery will be added to the Customers account and must be paid prior to delivery. Depending on the vehicle's location, we may not be able to proceed with delivery if the vehicle becomes inoperable.
  7. All oversized vehicles must be declared at the time of booking (eg. lifted, oversized tires, dually, ladder racks, lights, truck bed caps, etc.). Customer must declare any after-market features that are on the vehicle and inquire as to the extra charges. Failure to do so may incur additional charges or fees.
  8. Any vehicles with less than 6 inches of ground clearance must be declared at the time of booking. Most vehicle transport trailers and rail transport companies require at least 6 inches of ground clearance to be able to safely load/unload a vehicle without causing damage. An enclosed transport option is available for vehicles with low ground clearance

as many of those trailers have lift gates that can safely load/unload vehicles with low ground clearance.

9. Customer agrees that **10027246 Manitoba Ltd** reserves the right to cancel any order for any reason at any time.
10. Personal property may not be left inside the vehicle unless confirmed by **10027246 Manitoba Ltd** prior to shipping. If you have been approved to have personal items left inside your vehicle, Carrier and 10027246 Manitoba Ltd are not liable for loss or damage to said personal items, nor for damage to vehicle caused by excessive or improper loading of personal items.
  1. The following items are strictly prohibited from being in the vehicle at the time of shipping; guns, ammunition, flammable products, explosives, narcotics, alcohol, jewelry, precious metals, furs, money, pets, plants and contraband. Shipper agrees that the Carrier may confiscate and/or dispose of said items with no remuneration and the appropriate Government authorities will be contacted.
11. All fees must be paid prior to shipping of motor vehicle unless otherwise authorized by 10027246 Manitoba Ltd. Customer warrants that he/she will pay the full transportation price due to 10027246 Manitoba Ltd in full and will not try to offset any dispute for damage claims and/or delays etc. from freight (transport) charges. If payment cannot be made, the vehicle will be stored at Customers expense until full payment has been made.
12. At the time of door pickup/terminal drop off, Customer and Carrier will carefully inspect the vehicle for pre-existing damage (exterior only) by completing a vehicle inspection report recorded on the Bill of Lading. Carrier and Customer will both acknowledge the condition of the vehicle and Customer will sign and receive a copy of the Bill of Lading.

1. Snow covered or excessively dirty vehicles will not be insured for scratches or dents that could be hidden at the time of shipment.
  2. If a condition report cannot be done at a terminal when dropping off, photos must again be taken of the vehicle at the terminal. A condition report will be done when your vehicle is being loaded onto the transport truck.
13. At the time of delivery, Customer and Carrier will carefully inspect the vehicle for possible damages incurred during transit. Carrier and Customer will both acknowledge the condition of the vehicle and Customer will sign and receive a final copy of the Bill of Lading.
1. Damage must be noted in the proper place on the Bill of Lading/Inspection Form and signed by Customer regardless of weather conditions, time of day or day of week. Signing the Bill of Lading and inspection report without notation of any damage verifies that Customer has received her/his vehicle(s) in satisfactory condition, and that 10027246 Manitoba Ltd/Carrier and their agents are relieved of any further responsibility.
  2. All claims must be submitted to 10027246 Manitoba Ltd in writing by email within 24 hours of delivery.
  3. 10027246 Manitoba Ltd will share the Carrier insurance policy details upon request.
  4. Customer agrees that 10027246 Manitoba Ltd is not liable for any property damage claims to Customer's vehicle and that his, her or its sole remedy is against the Carrier.
14. Customer allows 10027246 Manitoba Ltd to contract with other licensed and insured Motor Carrier(s), to transport the vehicle(s) described in this shipping order.

15. Customer shall, in their absence, designate a person(s) to act as their agent(s) at the point of pickup and/or delivery if for any reason they are unavailable. The persons listed at the point of origin and point of destination are appointed agents for the purposes of releasing vehicle, approving charges, accepting delivery, and releasing 10027246 Manitoba Ltd and Driver from any and all claims upon acceptance of delivery.
16. Carrier accepts responsibility of vehicle after pre-inspection is done and Bill of Lading is signed by the Customer. Carrier responsibility will end when the vehicle is delivered and Customer signs final Bill of Lading inspection.
17. For Open Trailer/Train Transport, your vehicle is insured under the Carriers insurance (subject to a \$500 deductible against any claim made) with the following exceptions:
  1. Any events which are unavoidable or beyond its reasonable control including but not limited to Acts of God, Acts of the Queens enemies, floods, hail, rockslides, snow slides, washouts, avalanches, storms, earthquakes, expropriation, fire or explosion, strikes, lockouts, walkouts, industrial disputes, war, sabotage, riot, insurrection, derailment, labor shortages, power or fuel shortages, or act of failure to act of any government or regulatory body.
  2. Normal wear and tear items such as dings, chips and minor scratches.
  3. Damage to Windshields or any other auto glass.
  4. Damage to antennas that do not retract to within three inches of vehicle body.
  5. Damage caused by leaking fluids, battery acids, cooling system anti-freeze, industrial fallout or fallout resulting from acts of God.
  6. The vehicles interior, stereo, entertainment systems, navigation system.
  7. Damage caused by freezing of cooling system and/or batteries. Protection from freezing will be furnished by and at the expense of the shipper.
  8. Vehicle body-kits that crack or come apart during transportation.

9. Spare keys, service books not signed for and noted by the driver on the Bill of Lading upon pick-up.
10. Damage or loss of license plates and accessories.
11. Mechanical functions, undercarriage, exhaust assembly, mufflers, battery function, alignment, frame, suspension or tuning of engine, damage to the wheels, tires and rims (including loss thereof).
12. Not responsible for any damage to underside or bottom of vehicles.
13. Vehicles with large mirrors must have them removed before shipment. Side Mirrors, Glass or Windshields are not insured under our insurance as train vibration can cause them to crack or break.
14. Not be liable for roof racks and off road floodlights.
18. Limitations of Liability: Shipper and its agents will not be liable for any indirect or consequential damages, including without limitations, loss of revenue or profits which are based upon, arose out of or are connected with the contract or anything done or maintained hereunder of anything not done or maintained as required hereunder, even if such damages were foreseeable. Insurance does not cover rental vehicles while being repaired or delayed.
19. This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein and treated in all respects as an Manitoba contract.
20. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

21. Invalidity or un-enforceability of one or more of the provisions in this Agreement shall not affect any other provisions of this Agreement.

This agreement and any shipment hereunder is subject to all terms and conditions of Carrier's tariff and the uniform straight Bill of Lading, copies of which are available at the office of Carrier. This supersedes all prior written or oral representation of 10027246 Manitoba Ltd and constitutes the entire agreement between Customer and 10027246 Manitoba Ltd, and may not be changed except in writing signed by an officer of 10027246 Manitoba Ltd. Customer warrants that he, she or it has read this agreement in its entirety and by continuing with the transaction, fully understands and agrees to its terms. Further, Customer waives any claims or defences based in whole or in part on not reading, knowing, or understanding these terms and conditions and agrees to indemnify and hold harmless 10027246 Manitoba Ltd for any fees or costs, including attorney's fees and costs, arising out of any claims or defences asserted based upon not reading, having knowledge of, or understanding these terms and conditions.

### **Cancellation & Refund Policy**

The option to cancel a shipping order is available at any time, at no cost and with no cancellation fee, as long as the order has not yet been assigned (dispatched) to a Carrier (transporter). Our services are considered rendered when a Carrier (transporter) is assigned to an order.

Refunds will be processed within 48 business hours of the cancellation request.

Cancellation of an order must be submitted in writing via email sent to 10027246manitobaltd@gmail.com. **10027246 Manitoba Ltd** does not accept or honour cancellations made via phone call.

Once a Carrier (transporter) has been assigned (dispatched) to a shipping order, 10027246 Manitoba Ltd notifies Customer via email (to the email address provided at service booking).

If Customer decides to cancel the shipping order after a Carrier (transporter) has been assigned (dispatched), \$200 cancellation fee will be assessed, as our services have been rendered.

Any remaining balance will be refunded in full.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



