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**BILL TO:** DOT# 2364599 • MC# 811009 Nº 130000

COMPANY: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

**PICK-UP FROM:**

COMPANY: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

**DELIVER TO:**

COMPANY: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

 <b>1</b> F VIN# MAKE MODEL E YEAR COLOR	 <b>2</b> F VIN# MAKE MODEL E YEAR COLOR	 <b>3</b> F VIN# MAKE MODEL E YEAR COLOR	 <b>4</b> F VIN# MAKE MODEL E YEAR COLOR
 <b>5</b> F VIN# MAKE MODEL E YEAR COLOR	 <b>6</b> F VIN# MAKE MODEL E YEAR COLOR	 <b>7</b> F VIN# MAKE MODEL E YEAR COLOR	 <b>8</b> F VIN# MAKE MODEL E YEAR COLOR
 <b>9</b> F VIN# MAKE MODEL E YEAR COLOR	<p><b>Notes:</b> _____</p>		

**INSPECTION**

- |                             |                         |
|-----------------------------|-------------------------|
| B - BENT / DOBLADO          | L - LOOSE / SUELTO      |
| BR - BROKEN / ROTO          | M - MISSING / FALTA     |
| C - CUT / CORTADO           | P - PITTED / IMPERFECTA |
| CH - CHIPPED / DESCASCARADO | RU - RUST / OXIDADO     |
| CR - CRAKED / QUEBRADO      | S - SCRATCHED / RAYADO  |
| D - DENT / HUNDIDO          | ST - STAINED / MANCHADO |
| F - FADED / DESCOLORADO     | O - OTHER _____         |
| FF - FOREIGN FLUID / ACEITE |                         |
| G - GOUGED / ARRANCADO      |                         |

"THANK YOU GOD FOR GIVING US MORE THAN WE NEED"

**PICK-UP**  C.O.D  BILLING  
 CASH / CHECK NO. \_\_\_\_\_

**DESTINATION** TOTAL DUE: \_\_\_\_\_

RELEASED BY: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PLEASE INSPECT VEHICLES CAREFULLY AT THE TIME OF PICK-UP AND DELIVERY AND NOTE ANY DAMAGE ON THIS INSPECTION REPORT.  
 MGA WILL NOT HONOR DAMAGE CLAIMS MADE AFTER INSPECTIONS PLEASE REFER TO CONTRACT TERMS AND CONDITIONS.

## TERMS AND CONDITIONS

1. By entering into this agreement, the vehicle owner or his/her agent (hereinafter referred to as "Shipper") guarantees that they are the registered legal owner of this vehicle, or that they have been duly authorized by the legal owner to enter into this Agreement.

2. MGA Auto Transport LLC (hereinafter referred to as "MGA") will take orders online and over-the-phone orders. For orders online, the Shipper would have to accept the terms and conditions before completing an order. For over-the-phone orders, any verbal agreement constitutes the acceptance of these Terms and Conditions.

3. Safety and security of vehicles, drivers, and our trucks come first. Please be patient if delays occur. Every effort will be made to meet Shipper's requested scheduling, however MGA will not guarantee pickup or delivery dates. Carrier delays in meeting estimated pickup and delivery dates may occur due to such unforeseen circumstances including but not limited to carrier schedules, road construction, traffic, mechanical failure or required repairs, inclement weather, and illness. MGA assumes no responsibility for non-use of Shipper's vehicle, storage fees incurred by Shipper, nor will MGA pay for a rental car should Shipper's actual pickup or delivery date not meet the Shipper's requested schedule. Your driver will keep you notified of any schedule changes. MGA will not at any time agree to transport the vehicle in time for any particular event.

4. With regards to an inoperable vehicle, the Shipper must keep in mind that not all trucks have the extra equipment needed to transport inoperable vehicles. Therefore, the Shipper agrees to make full disclosure at the time the order is placed regarding operational status of the vehicle. MGA shall not be liable for failure of mechanical or operating parts of Shipper's vehicle. If MGA's price quote was based on an operational vehicle and the order is placed for an inoperable vehicle, an additional fee of at least \$150.00 (minimum) will be charged and may vary depending on geographical location and condition of vehicle. The Shipper is responsible for preparing an inoperable vehicle for loading onto and off of MGA's trailer; this will include to make arrangements and/or pay for such services to be offered.

5. Shipper agrees to make full disclosure at the time the order is placed regarding modifications made to the vehicle. If MGA's price quote was based on a factory standard vehicle and the order is placed for a modified vehicle (i.e. lift kit, oversized tires, dually, head racks), an additional fee may apply. If a modification is revealed at the time of pickup, Shipper will be liable for all extra charges, which must be paid prior to or at delivery. Extra charges would include but not limited to overweight fees.

6. MGA will not be responsible for any additional item including but not limited to GPS, any sound equipment, tools (other than the basics to change a tire), unless specified on the inspection report at pickup or before. All such additional items or equipment cannot exceed 20 pounds.

7. Shipper is responsible for preparing the vehicle for transportation. All loose parts, fragile or protruding accessories, antennas, and non-permanent luggage or sports racks should be removed prior to pickup. MGA will not be responsible for damage resulting from failure to prepare the vehicle for transport. Shipper is the sole responsible for damages caused by any part of the vehicle that falls off in-transit, including damage to any and all vehicles involved. Vehicle alarms should be disarmed or a remote to silence must be provided. Vehicles should be tendered to carrier with no more than 1/4 of tank of fuel. If the vehicle is too dirty to inspect at pickup, this will be noted on the inspection form and the carrier will not be responsible for damages on the vehicle.

8. **Any personal items left in the vehicle are not insured.** Vehicles are subject to inspection by the Department of Transportation, and/or State Police, and if explosives, guns, ammunition, flammable products, major household appliances, narcotics, negotiable legal papers, alcoholic beverages, jewelry, furs, money, articles of value, live pets, plants, or contraband are found in the vehicle, they will be discarded at Shipper's expense and by any legal means possible by the carrier, Federal Highway Administration, and/or Department of Transportation. Carrier is not responsible for loss or damage to any item which was not factory installed as part of the vehicle. The carrier is not licensed to carry household goods and personal items and will not be responsible for any loss or citations as a result of excessive weight in the vehicle. Any personal items left in the trunk of the vehicle by Shipper are done at the Shipper's risk and any costs, damages, sit time, or citations issued to carrier due to or caused by excess weight of the vehicle due to personal items will be the responsibility of Shipper. MGA reserves the right to transport certain personal items such as the mentioned above.

9. Every effort is made to provide door-to-door service to Shipper. However, circumstances including, but not limited to weight restrictions, steep hills, overhanging trees, narrow streets, cul-de-sacs, and/or type of carrier equipment may limit door-to-door service. Shipper may be asked to meet the truck at a legal and safe location as close as possible to the "door" in order to facilitate the pickup or delivery. Shipper should be prepared to provide clear and accurate directions to facilitate pickup and delivery locations.

10. Shipper must provide a complete and correct address and telephone numbers for PICKUP, and email addresses (if available) at the time the order is booked to avoid any added charges or delays. Shipper shall designate a person to act as their agent at the point of pickup if Shipper is for any reason unavailable. In the event Shipper is unable to be reached, the carrier reserves the right to cancel the dispatch. If a carrier reaches Shipper and arranges a pickup time and Shipper fails to appear at the designated place and time, the Shipper will be responsible for paying any dry run fee. Shipper will be responsible for any charge imposed due to Shipper's failure to provide contact information adequate to facilitate reaching Shipper or Shipper's agent for pickup. If rescheduling is necessary due to shipper or the shipper's designated contact failing to meet with the driver, a \$75.00 (minimum) rescheduling fee will be assessed.

11. Shipper must provide a complete and correct address and telephone numbers for DELIVERY, at the time the order is booked to avoid any added charges or delays. Shipper shall designate a person to act as their agent at the point of delivery if Shipper is, for any reason, unavailable. The carrier will notify Shipper of the delivery a minimum of six hours prior to the actual delivery; however, Shipper must be available the entire day for delivery. In the event Shipper is unable to be reached a minimum of six hours prior to the anticipated delivery time, the carrier reserves the right to take the vehicle to a terminal at the Shipper's expense. If a carrier reaches Shipper and arranges a delivery time and Shipper fails to appear at the designated place and time, the Shipper will be responsible for paying any dry run, storage, or redelivery charge. MGA is not responsible for any charge imposed due to Shipper's failure to provide contact information adequate to facilitate reaching Shipper or Shipper's agent for delivery.

12. A deposit will be required at the time the order is placed. Full payment is necessary on or before delivery. If an order is placed for same day pick-up, a minimum of three (3) hours from the time agreed for pick up is required for cancellation, in order to receive full refund. MGA will not refund the Shipper if arrangements for pick-up and/or delivery have been made for the transport of vehicle(s), and Shipper has received notification of arrangements via written email/fax message or by phone.

13. MGA will not be held liable for damage caused by leaking fluids, freezing, exhaust systems, acts of God, or flying objects from the road or the sky. Customer must maintain insurance on said vehicle for this reason. Shipper agrees to fully inspect the vehicle at both pickup and delivery and denote any and all damages on the carrier's bill of lading/condition report BEFORE the driver leaves. Damage must be properly noted while the driver is still there, regardless of the time of day or dirty condition of the vehicle. Signing the carrier's bill of lading at the destination without specific notation of damage shall be evidence of satisfactory delivery of the vehicle.

14. Shipper is responsible for getting an inspection sheet from the driver both at pickup location and delivery location. Shipper must do a walk around inspection with the driver at each location. In the event of damage, shipper Shipper is responsible to notify MGA, and to provide a copy of both inspection sheets from the pickup location and the delivery location within 24 hours after receiving vehicle at the delivery location. Any formal claim needs to be submitted to MGA within 7 calendar days of Shipper receiving vehicle. The '24 hours after delivery notification' needs to be met in order to process any formal claim. Claims can be sent by email, fax or mail (date on postal stamp will be considered). Shipper is responsible to confirm that the claim is been received in MGA's office. MGA require that three (3) estimates, and a minimum of three (3) photographs be provided with claim, prior to repairs been authorized by MGA. If damage does occur and responsibility is accepted by MGA and/or its insurance company, MGA has first option of having vehicle repaired at a facility of their choice. Any claims for damages not noted on the bill of lading/condition report will not be honored by MGA nor MGA's insurance company. Department of Transportation regulations requires that all claims be filed in writing and all tariffs be paid in full before claims are processed; therefore, Shipper agrees he/she will not seek to charge back a credit card or stop a check to offset a dispute for damage claims.

15. All subrogation, litigation, or legal action against MGA Auto Transport, LLC must be filed in Orange County in the State of Florida. By executing this agreement, Shipper waives any and all rights to litigate elsewhere. MGA shall be the sole and exclusive venue for any litigant as between the parties that may be broad which arise out of this bill of lading agreement.

**ADDITIONAL EXCLUSIONS:** Damage to tire(s) (cuts, puncturing, etc.); damage resulting from failure of factory tie down brackets or pull through of frame tie down holes; damage to interior, to glass, to glass Hops (due to body flexing), to cloth, vinyl or convertible tops; damage to any part of a vehicle that can not be driven on or off transporter (truck) under its own power, or brakes or parking gear; damage due to road debris, rocks from gravel trucks and/or other debris on the road that may cause damage to vehicle on the truck during the transport; damages caused by vehicle body panel, such as door or hood that opens during the transit. Fire, theft and collision are covered in-transit only, for vehicle exclusively.

MGA reserves the right to refuse shipment of any vehicle.

THANK YOU FOR TRANSPORTING WITH US!