



**EMPIRE AUTO TRANSPORTATION GROUP**

## **Contract Terms and Conditions**

1. The customer is responsible for preparing the vehicle for transport. Including: disarming any alarm systems (keys must also be provided to any alarm system), removing any loose parts, protruding accessories, low hanging 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.
2. The vehicle owner or customer must, in their absence, designate a person to act as their agent at the point of pickup and/or delivery, if for any reason they are unavailable.
3. The transporter will not be responsible for any exhaust system, mufflers, or tail pipes, any mechanical function damage to include engine, transmission, rear end, motor mounts, drive trains, wiring systems, cooling systems, window motors, radios, stereo systems, power steering, air bag, brake systems, clutch cable or clutch, vehicle computerized components, alarm systems, (anything that is mechanical or electrical.) No exceptions.
4. The transporter will inform the customer by phone prior to delivery. It is the customer's responsibility to have the **full payment ready when the transporter's driver arrives**. In order to affect pick up and delivery of the vehicle the customer agrees to meet the transporter's driver at any time and place. No exceptions.
5. The transporter will not be responsible for damage caused by freezing of engine, cooling system, batteries, or due to leaking fluids.
6. **Pickup and delivery dates are only estimates, there are no guarantees**. No exceptions. The transporter or broker will not be held responsible for delays for any reason. The transporter or broker is not responsible for damages caused by delays (i.e.: rental car reimbursement).
7. The customer verifies the vehicle is free of contents.
8. The Transporter will not be responsible for any convertible tops that are loose, torn, or have visible wear, vehicle boots, caps, masks, bras, or any other type of canvas or material covering. No exceptions.
9. Exceptions for damage must be noted on the post trip inspection form at the time of delivery, a claim for damage not documented on the post trip inspection form will not be honored. All claims must be made in writing within 15 days of delivery with a statement of specific damages claimed. No auto rental will be honored for delays, damage, accidents or any other reasons.
10. All payments for transport must be in the form of cash or cashier's check. The customer agrees that if the payment cannot be made at time of delivery, the vehicle will be stored at the customer's expense. Should the customer be unable to accept delivery for any reason, the

vehicle will be stored. Any and all storage and/or delivery or re-delivery charges will be the responsibility of the customer.

**11.** If a truck is sent to acquire the vehicle and it is not there or is unavailable or has been moved, or cannot be picked up for any other reason an additional \$100.00 fee will be added to the transport cost.

**12.** The transporter has the primary insurance responsibility.

**13.** All claims will be settled at actual cost. (New York STATE COUNTY OF ONONDAGA)

**14.** No claim or legal action of any kind may be initiated against the transporter's agency or the transporter broker (if any). All claims for damage must be made to the transporter.

**15.** If the customer were to send a cashier's check, money order or personal check for the deposit amount or the total amount and a stop payment was issued on the check or money order the customer would be sent to our collection agency immediately and charged the original amount sent plus a 40% collection fee.

**16. The Transporter will not be responsible for any damage not resulting from transporter negligence.**

**17. We charge a fifty dollar deposit.**

Customer must allow fifteen business days from first date of availability for vehicle to be assigned to a carrier, if said customer's car has not been assigned to a carrier within the ten business days, the customer is entitled to a full refund. Please note refunds can take up to thirty days. If customer does a charge back prior to thirty days, customer agrees they will be taken to small claims court, Onondaga county, state of NY and agrees to pay all filing, administration and attorneys fees.

**18.** In the event that the customer decides to cancel their order it needs to be in writing. Upon receiving cancellation for the order this company is no longer obligated to arrange transport of the vehicle(s). However, in the event that the vehicle(s) were assigned before cancellation of the order you will incur a \$200.00 charge because you failed to properly cancel the order. The driver incurs charges to try to facilitate the pickup of the vehicle and was unable to do so due to the customer canceling the order. By submitting your order the owner/agent gives up the right to pursue any legal action in this matter. **EMPIRE AUTO TRANSPORTATION GROUP** has to right to cancel at anytime for any reason.

**19.** If upon attempted notification by phone to customer or representatives of the customer, carrier cannot make delivery of vehicle(s); the vehicle(s) will be taken to closest terminal, at the discretion of the carrier and/or broker. All COD's, terminal fees, storage fees, additional trucking fees, if any, would be due and payable to the transport company either in cash or cashier's check before release of vehicle(s) to customer or customer representatives.

**20.** The customer agrees that should this vehicle become inoperative for any reason during the transport, a \$150.00 (one hundred fifty) winch fee will be added to the transport charge and will be collected at time of the vehicle delivery. This charge must be paid by cash or cashier's check no exceptions.

You are bound to the above-mentioned Terms and Conditions upon submitting your order.

By submitting an order you are stating that you have read, accept and agree to the above terms and conditions.

Empire Auto Transpt. Group

Customer name and signature

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Vito Gerasimovich

*Empire Auto Transportation located In Syracuse NY*  
*Insured and Registered with US DOT and Authorized For*  
*Hire to Transport Vehicles our Icc#539721*  
[www.usdot.gov](http://www.usdot.gov)