

Bill of Lading
www.upack.com



DRIVER - PLACE
PRO LABEL HERE

ABF U-Pack Moving Reference Number: 2LQ0701149

ABF Orig. Terminal #: 214-688-0448

ABF Dest. Terminal #: 423-323-1442

Shipper: CUSTOMER'S NAME
Address: CUSTOMER'S ADDRESS

Consignee: CUSTOMER'S NAME
Address: CUSTOMER'S ADDRESS

DALLAS, TX 75247
Phone: CUSTOMER'S CONTACT #

ABINGDON, VA 24210
Phone: CUSTOMER'S CONTACT #

Trailer Spot Date: 05/12/2009
Appointment Time: 8am - 12pm

Estimated Transit: 3 business days

Estimated Weight: 4,480 pounds

Pay Terms: COLLECT-PAY DEST
TERMINAL

	Trailer No: _____	Driver: Footage _____ Inits _____
Pricing Summary for:	PERSONAL EFFECTS	Customer: Footage _____ Inits _____
Price (based on 10 linear feet in a 28' trailer):		\$1252.00
Adjustment price per Foot:	+/- \$82.00	
Absolute Minimum Charge:	\$842	
Standard Liability Coverage: \$0.10/lb per piece		\$0.00

General Instructions: An empty trailer will be delivered on the date and approximate time frame above. To have the loaded trailer picked up, contact the ABF origin terminal at 214-688-0448. To arrange delivery, contact the ABF destination terminal at 423-323-1442. ABF will deliver or pick up your trailer on Monday through Friday only. The Customer/Designated Agent must be present when the trailer is spotted or additional fees may apply. The transit time above does not include day of pickup, weekends or holidays. For multiple trailer shipments, transit time is computed from the business day following pickup of the last piece of equipment.

1. **ESTIMATED CHARGES:** Shipment charges are based on requested trailer footage. Customer agrees to pay ABF the price shown above plus the Adjustment Price per Foot for every linear foot of trailer space used (including bulkhead) beyond the Requested Footage, subject to a Maximum Charge of \$2564. ABF shall reduce the price, by the Adjustment Price per Foot, for every linear foot not used less than the Requested Trailer Footage, subject to the minimum charge listed above. The Customer is responsible for entering the footage used on the Bill of Lading. The footage used is subject to inspection by ABF. Length will be rounded to the nearest foot.

2. **PACKING, LOADING AND UNLOADING:** Customer is responsible for all loading and unloading. The Customer is responsible for packing all personal effects using proper containers

and protective padding supplied by the Customer. Customer is responsible for installing the bulkhead, an ABF-supplied wall that separates Customer's goods and other cargo on trailer. The bulkhead is not designed to withstand the entire weight of your belongings if the load shifts in transit. The maximum weight allowed on the trailer is 825 lbs per linear foot. Shipments exceeding this weight limit will be subject to additional charges.

3. PAYMENT TERMS: a) Transportation Only: ABF will accept payment with VISA, MasterCard, American Express, Discover, cashier's check or money order. Credit card payment will be charged while shipment is in transit. Payment by cashier's check or money order may be presented to the driver at destination upon delivery. Additional charges for services provided at destination will be applied to the credit card on file. Shipment will not be released at destination until payment in full has been made. b) Transportation & Storage In-Transit: Optional storage in-transit requires credit card payment. Transportation and one month's storage fees will be charged to credit card while shipment is in transit. Subsequent storage fees will be charged to the credit card on file.

4. LIMITED CARGO LIABILITY: Since the customer is responsible for loading and unloading of the goods, liability coverage only applies to damage caused by ABF negligence. In the event of damage caused by ABF's negligence, ABF's liability shall be limited to \$0.10 per pound per item damaged ("Standard Coverage"). Coverage in addition to the Standard Coverage is available and can be purchased by contacting ABF prior to the spot date. The Standard Coverage, or any additional coverage purchased is liability coverage for carrier negligence, not insurance for your goods. In the event of cargo damage caused by one of the following catastrophic events: trailer fire, vehicle collision, vehicle overturn or complete trailer theft; ABF includes coverage of \$3.00 per pound per piece with a maximum liability of \$60,000 per trailer. ABF does not provide insurance for your goods. ABF assumes the liability of a common carrier, subject to the provisions of 49 U.S.C. 14706.

5. EQUIPMENT DETENTION FEES: If Customer is unable to take immediate delivery of the shipment, ABF will hold the shipment at the destination terminal up to 2 business days for free. Unless storage in-transit is prearranged (see Storage In-Transit section), subsequent days will be subject to detention fees of \$50/day per trailer. Customer is given 3 business days at the origin and destination locations to load/unload the trailer. If Customer exceeds this allotted time, a fee of \$50/day per trailer will be assessed. If ABF and Customer have agreed to a live load/unload, additional fees will apply if Customer exceeds the allotted time.

6. OPTIONAL EQUIPMENT: A ramp will be available at most locations and will be delivered with the ABF trailer. The maximum weight limit for the ramp is 1,000 lbs. Customer is responsible for contacting terminal when loading/unloading is complete. The ramp must be loaded outside the bulkhead wall when returned to the servicing ABF terminal. The ramp does not travel with your shipment. Additional charges will apply if the ramp travels with your shipment to destination because of being loaded inside the bulkhead. If ramp is not returned to ABF, replacement charges of up to \$1,000 will be applicable.

7. ADDITIONAL CHARGES: The charges herein are based on the specifics outlined within this Bill of Lading. The charges are subject to change upon alteration of this schedule, including but

not limited to: 1) Change in spot date; 2) Change in origin or destination city/ZIP code; 3) Parking fees, fines, or trailer tow; 4) Equipment Detention Fees; 5) Untimely return of ramp to local terminal; 6) Gypsy Moth Quarantine (California); 7) Customs delay; 8) Cancellation within one week of move is \$50 or \$150 on the day of move; 9) Redelivery Charges of \$150 per redelivery attempt per trailer; 10) Trash or boxes left on trailer; 11) Guaranteed Service.

8. **TRAILER PARKING:** An ABF 28-foot commercial trailer will be spotted at Customer's sole risk at the origin location and the destination location. Customer agrees that ABF shall have no liability for any damage to real property or improvements arising out of the placement or removal of any equipment. It is Customer's responsibility to obtain permission for the placement of the trailer. Customer will be responsible for any subsequent parking charges, violations, towing, or real or personal property damage.

9. **STORAGE IN-TRANSIT:** If Customer is unable to take immediate possession of the shipment, ABF will store the shipment at its terminal at a cost of \$395.00 per trailer per 30 days, subject to availability. Storage fees will not be pro-rated. Customer shall not have access for the purpose of storing and removing their shipment on a self-service basis. During time of storage, ABF will be liable for the goods to the same extent as during their interstate transportation.

10. **HAZARDOUS MATERIALS AND COMMODITIES OTHER THAN HOUSEHOLD GOODS:** Customer agrees not to include hazardous materials of any type (including but not limited to petroleum products, compressed gases, corrosives, explosives and flammables) in the shipment. Propane tanks may not be shipped under any circumstances -- full or empty. Hazardous material violations could result in additional charges from local, state, and federal fines, as well as but not limited to, loss or damage to property and personal injury.

11. **LIABILITY:** Customer agrees to indemnify, defend and hold ABF harmless against any and all claims for loss, expense, liability, injury or damage arising out of or in connection with the performance by Customer, its agents or contractors of this shipment. ABF shall not be liable and hereby disclaims responsibility for any indirect, incidental or consequential damages, special, punitive, multiplied or other indirect costs, lost profits, fees, or charges of any kind arising from any claims filed hereunder, or any other acts, including delays or omissions of ABF, whether foreseeable, disclosed or not.

12. **ASSUMPTION OF RISK:** Customer assumes all risks and liability arising from the use and operation of EQUIPMENT and understands that such EQUIPMENT can cause injury or death to Customer or others. Customer assumes full responsibility for and agrees to indemnify, defend and hold harmless ABF from any and all loss, liability, damage and expense in connection with the use or operation of such equipment.

13. **NO WARRANTY:** ABF DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP,

MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE, OPERATION OR SAFETY. ALL RISKS ARE TO BE BORNE BY CUSTOMER. WITHOUT LIMITING THE FOREGOING, ABF SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER OR ANY OTHER PERSON WITH RESPECT TO THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF ABF: (I) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT (LATENT OR OTHERWISE) THEREIN, OR ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) THE USE, OPERATION OR PERFORMANCE OF ANY EQUIPMENT OR ANY RISKS RELATING THERETO.

14. APPLICABLE LAW: Customer acknowledges that ABF is a general commodity carrier and that this shipment will be subject only to the laws and regulations governing commodity carriage. This shipment shall be subject only to Federal laws and statutes. No state laws or statutes shall apply.

By signing below, Customer agrees to the terms and conditions herein, ABF notes attached to this Bill of Lading, the rules and special service charges in ABF 111 series and the terms and conditions in the Uniform Straight Bill of Lading (UBL) as published in the National Motor Freight Classification in effect on the date of this Bill of Lading. To the extent that language contained in this Bill of Lading/Price Quote is inconsistent with the rules and special service charges in ABF 111 series or the terms and conditions of the UBL, the terms and conditions herein shall prevail. Driver signature only acknowledges receipt of freight.

Straight Bill of Lading - Original - Page 2

Customer/ Designated Agent: _____	Driver: _____
Dated: _____	Dated: _____