

# Stalnaker Transport, LLC

## Liability Waiver

### 1. CONTRACT FORMATION:

These Terms and Conditions apply when we, Stalnaker Transport, LLC, provide services to you, our Customer, for the transport/set-up of a Storage Building.

Any use of our services shall constitute your acceptance of these Terms and Conditions and the charges quoted to you. In each case the details of the services and charges will normally be confirmed in a written agreement. That agreement, together with these Terms and Conditions, is referred to as "the Contract".

### 2. GENERAL:

We are not a common Carrier and we have complete discretion whether to accept or deny any consignment of transporting and setting up any Storage Building.

### 3. DUTY OF CARE:

We will exercise reasonable skill and care in the transport of your Storage Building subject to these Terms and Conditions and your compliance with them. Unless agreed in writing, no special treatment will be provided for the Storage Building.

### 4. CUSTOMER OBLIGATIONS:

You, the Customer, undertake with us that:

- You are the owner of the Storage Building consigned to us, if not the owner, you have been authorized by the owner to consign the Storage Building to us in accordance with these Terms and Conditions (and if required, you will provide us with acceptable evidence).
- The Storage Building will be in a suitable condition for transport that will not cause damage to our vehicles or to any other equipment whether by leakage, or any other cause.
- The Storage Building must be able to be transported in accordance to NCDOT and FMCSA Regulations.
- No Storage Building will contain hazardous, explosive or dangerous materials that might cause damage, pollution or harm to humans or the environment.
- Stalnaker Transport, LLC will not be held responsible for damage to lawns, sprinkler systems, landscaping, septic systems, leach fields, dry wells, or fences.

You agree to keep us fully indemnified against any liability, loss or damage that we incur as a result of any breach of the above or of any other items of the Contract including all costs, expenses and damages arising out of or in connections with any third party claim.

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

Printed Name: \_\_\_\_\_