

### Shipping Agreement Order #107327-FS

Date	Order #	Amount Due	Terms
03/09/2021	107327-FS	\$1,400	Due on Receipt



**G&G AUTO TRANSPORT**

**G&G Auto Transport LLC**

306 LIVE OAK CT • Albertville, AL 35950

Salesperson:

Phone: (888) 537-8069

Personal:

Email: contact@gngautotransport.com

Email:

**1. Shipper Information**

First Name: Brad Company: \_\_\_\_\_  
 Last Name: Thompson Address: \_\_\_\_\_  
 Phone 1: 228-641-8000 Address 2: \_\_\_\_\_  
 Phone 2: \_\_\_\_\_ City: \_\_\_\_\_  
 Cell: \_\_\_\_\_ State/Zip: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Country: United States  
 Email: thompson@bayouvistagolf.com

**2. Pricing and Shipping**

Price Quote: **\$1,400**  
 Total Balance: **\$1,400**  
 Deposit Due: **\$600**  
 COD Amount: \$800  
 COD Amount: \$800  
 Balance Paid By: COD to Carrier  
 1st Avail Date: 03/10/21  
 Est. Pickup Date: \_\_\_\_\_

**3.**

Vehicle Information

**Year/Make/Model Type Color Lic. Plate VIN Lot Num Tariff**

4211 AFM Land Pride \$1400.00

**4. Transit Directives**

**Origin**

Name: Mr. Ron Skok  
 Company: \_\_\_\_\_  
 Phone 1: 330-414-6749  
 Phone 2: \_\_\_\_\_  
 Phone 3: \_\_\_\_\_  
 Address: 375 Deer Island Drive  
 Address 2: \_\_\_\_\_  
 City: Aurora  
 State/Zip: OH 44202  
 Country: United States

**Destination**

Name: Bayou Vista Golf Course  
 Company: \_\_\_\_\_  
 Phone 1: 228-641-8000  
 Phone 2: \_\_\_\_\_  
 Phone 3: \_\_\_\_\_  
 Address: 13756 Washington Ave, Gulfport,  
 Mississippi 39503  
 Address 2: \_\_\_\_\_  
 City: Gulfport  
 State/Zip: MS 39503  
 Country: United States

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**5. Reservation fee:**

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Name On the Card: Lloyd Thompson

Billing Address: PO Box 72

Card Number: 4027081000090390

Expiration Date: 06/22

State/Zip: 39502

Security Code(CVV): 402

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**Over the counter Deposits: Wells Fargo**

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Account number: 8203074706  
G&G AUTO TRANSPORT, LLC  
--For Direct Deposit use  
Routing Number (RTN): 062000080  
--For Wire Transfers use  
Routing Number (RTN): 121000248

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**6. Terms and Conditions**

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THIS BROKER/CLIENT CONTRACT (the "Contract") is made between the client signing this Contract (the "Client or shipper ") and the company G&G Auto Transport – Mc # 1055265.

The Client and G&G Auto Transport agree as follows:

1. Client warrants that client is the registered legal owner of the shipment being transported (the "Shipment"), or that Client has been duly authorized by the legal owners to enter into this Contract for transportation of the shipment.
2. In the event that Client cancels this Contract for any reason whatsoever, Client shall pay G&G Auto Transport a cancellation fee which will be a minimum of \$100.00, and a maximum of the Reservation Fee, in addition to any other amounts due under this Contract. Additionally, a "dry run" fee up to \$200.00 may be assessed in the event Client is unavailable or unwilling to provide the Shipment for transportation as of the first date of availability as designated on the shipping form.
3. In the event that G&G Auto Transport is not able to get the shipment assigned to a carrier in 10 business days from the First Available Date, Client has the option of keeping the order open or canceling for a full refund of the Reservation Fee. If order is cancelled before the First Available Date, or within 10 days following the First Available Date for any reason, the Reservation Fee is non-refundable. Once a carrier has been assigned for pickup and transport of the shipment the Reservation Fee is non-refundable

4. Client, upon tender of the Shipment to G&G Auto Transport or its transportation agent, and the consignee, upon acceptance of delivery by Client or its agent, shall be jointly liable for any and all unpaid charges payable on account of the shipment, including but not limited to, sums advanced or disbursed by G&G Auto Transport or any of its agents on account of such shipment and any and all costs of collection including costs and reasonable attorney's fees.
5. Unless the order has been pre-paid, or other arrangements have been made, Client shall pay all COD amounts, including any additional charges, in cash or certified funds. In the event that said forms of payments are not available at delivery the Client shall be responsible for any and all storage fees assessed. In order to make pick up/delivery, the Client agrees to meet G&G Auto transport at a specified time and place if necessary.
6. Client shall pay any and all costs, including without limitation storage, towing and additional delivery costs, incurred as a result of Client's breach of any warranty or obligation under this Contract. Signing G&G Auto Transport bill of lading or its transportation agent's bill of lading at destination without notation of damage shall be evidence of satisfactory delivery of the Shipment.
7. The Transport Broker's responsibility for the shipment commences when the bill of lading is issued and signed by the driver and terminates when the shipment is signed for at destination.
8. G&G Auto Transport or any of its agents shall not be liable for damages, including without limitation any of the following, not caused by their negligence:
  - a. Damage caused by fluids, acids, cooling system antifreeze, industrial fallout, vandalism or damage caused by acts of God.
  - b. Damage that is undetectable due to Shipment's condition or glass damage caused by normal wear and road use.
  - c. Mechanical malfunctions, exhaust assembly, frame, alignment, tire damage, soft top convertibles, suspension, tuning of engine or damage that is a result of tie downs tearing or breaking.
  - d. Auto rental accruals.
9. The liability of G&G Auto Transport or any of its agents for negligence causing damage to the shipment shall be limited to the amount paid by the Client for the transportation of the shipment.
10. The Client shall be responsible for preparing the shipment for transport. All loose parts, fragile or protruding accessories, etc., must be removed and/or properly secured. Any part of the shipment that falls off during transport is the Client's responsibility, including damages caused to any other property involved.
11. The Client agrees to indemnify, defend and hold G&G and its agents harmless for any costs, expenses, damage, losses and claims caused by the Client's breach of any warranty or obligation under this Contract.
12. G&G Auto Transport warrants and Client acknowledges that G&G is licensed by the Federal Motor Carrier Safety Administration.
13. In the event that there are any unforeseen delays regarding delivery, federal regulations require that all outstanding shipment charges be paid without deductions. The Client agrees to properly note any damage claimed at the time of the delivery of the shipment, and to pay the balance of the delivery charges in cash or certified funds. Damages not noted on the transportation agent's bill of lading will not be honored (no exceptions). Any claim of damage caused by G&G Auto Transport must be made within 3 days of delivery in writing, specifying the damage claimed. The transportation agent actually transporting the shipment shall be liable for any and all damage claims arising from the transport. The Client agrees to file all claims with such transportation agent as identified on the transportation agent's bill of lading/delivery receipt, and to bring any legal action for damages against such transportation agent only. The Client agrees to release and hold harmless G&G Auto Transport from any such claims.
14. After the Client makes the shipment available to G&G Auto Transport for transport, G&G Auto Transport shall use its best efforts to deliver the shipment in an expedient manner. However, G&G Auto Transport does not guarantee the date or time of delivery.
15. The Client shall, in its absence, designate someone to act as the Client's agent at the points of pick up and/or delivery.

16. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior negotiations, letters and understandings relating to the subject matter hereof.

17. This Contract may not be amended, supplemented or modified in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, supplement or modification is sought.

18. This Contract will be construed in accordance with the laws of Alabama, without application of its choice-of-law principles.

19. If legal action is instituted to enforce the terms and conditions of this Contract, exclusive jurisdiction and venue for any such action will be in the state and federal courts of Marshall County Alabama. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, (a) any objection to jurisdiction or venue of any action arising out of or relating to this Contract brought in Marshall County, Alabama. or any judgment entered by any court in respect thereof, or (b) any claim that any action brought in Marshall County, Alabama, has been brought in an inconvenient forum.

20. No person, other than G&G AUTO TRANSPORT LLC transportation agent and other agents, shall be deemed to possess any third-party beneficiary right pursuant to this Contract. It is the intent of the parties hereto that no direct benefit to any third party, other than G&G AUTO TRANSPORT LLC transportation agents, is intended or implied by the execution of this Contract. G&G AUTO TRANSPORT LLC transportation agent and other agents are express third party beneficiaries of the terms of this Contract.

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**7. AGREED & ACCEPTED**

*Brad Thompson*

SIGNATURE: \_\_\_\_\_

NAME: Brad Thompson

DATE: 03/09/2021

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**\*\*\*I agree to authorize transport of the shipment above in accordance with the terms and conditions identified within this Agreement.\*\*\***

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# Signature Certificate

Document Ref.: YCJ3R-92VDQ-SXQSI-FJMVR

Document signed by:

	<p><b>Brad Thompson</b> Verified E-mail: thompson@bayouvistagolf.com</p> <p>IP: 184.155.251.146      Date: 09 Mar 2021 21:03:13 UTC</p>	<p><i>Brad Thoupson</i></p> 
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Document completed by all parties on:  
09 Mar 2021 21:03:13 UTC

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