

NOTICE TO CONSUMERS REGARDING
BINDING ARBITRATION OF CLAIMS

THIS ATTACHMENT IS PART OF YOUR CONTRACT OF CARRIAGE FOR YOUR HOUSEHOLD GOODS. THIS PROVISION GOVERNS YOUR LEGAL RIGHTS WITH US AND PROVIDES FOR FINAL BONDING ARBITRATION

OR DISPUTES ARISING OUT OF THE CARRIAGE OF YOUR GOODS.

1. **Procedures for Dispute Resolution.** The procedures set forth in this attachment. (this 'Agreement'), are Mandatory and exclusive and shall be used to resolve all disputes, claims or controversies arising out of relating, in whole or in part, to the Contract for carriage the "Moving Contract" Between Customer and Martinez Movers ('Mover') including but not limited to any allegations of the damage to Customer's goods, any disputes concerning moving tariffs or charges, delivery times, injuries to persons or property, or otherwise (Hereinafter. A 'Claim').
2. **Initial Resolution Procedures.** Customer must first initiate a claim by submitting all relevant documentation And claim form on forms supplied (on request) By mover, MOVER shall have 90 days from the date of receipt of the Claim, within which to resolve the claim. If the claim is not resolved within 90 days, then Customer May Submit the Claim to mediation as provided in article 3 hereof.
3. **Mediation.** The Texas Department of Motor Vehicles ('TxDMV') provides a free mediation service. If Customer desires to file for mediation of a claim through TxDMV, Customer must submit a request within 30 days after any portion of Customer's Claim is denied. Or, if Mover has not paid or denied the claim or made a firm settlement offer within 90 days of receiving the claim, Customer then has 30 days to request mediation through TxDMV. If the parties both agree to a solution to the claim during mediation, the dispute is thereby resolved. If a claim cannot be settle through mediation, then it is considered a "Dispute" Binding arbitration shall be the exclusive method used to resolve such Dispute in accordance with Section 4.
4. **Binding Arbitration.** Following the close of any unsuccessful mediation proceeding with respect to a Dispute, such Dispute shall, at the request of any party hereto (the 'Arbitration Initiating Party', whether one or more, finally determined _____ and settle pursuant to arbitration in San Antonio Texas, under the auspices of Conflicts Solutions of Texas, inc, (the Arbitration Administrator) Claims under \$50,000.00. In the case of a dispute involving less than \$50,000 (exclusive of interest, costs and any fees, including attorney's fees), such Dispute shall be resolved by single disinterested arbitrator appointed in conformance to the Arbitration Administrator.
Claim over \$50,000.00. In the event the Dispute involves more than \$50,000.00 (exclusive of interest, cost and any fees, including attorneys fee), then unless otherwise agreed, the Dispute shall be resolved by a panel of three arbitrators, appointed in conformance to the rules of the Arbitration Administrator.
5. **Conduct of Arbitration.** The arbitration proceeding shall be conducted in accordance with the published Rules of the Arbitration Administrator then in effect. The Arbitrators may tax the cost of and any fees of counsel against the non-prevailing party. The arbitration award shall be final and binding, and judgement upon such award may be entered in any court having jurisdiction.
6. **REASONABLE Award on Request; Exclusion of Non -Economic and Damages.** Either party may request the arbitrators make a reasonable award. Notwithstanding any other provisions hereof or of any applicable law, neither party hereto shall be awarded consequential, emotional or mental anguish damages, or any resulting or other non-economic damages; nor shall either party be awarded any punitive or exemplary damages in any arbitration hereunder. The arbitrators(s) shall have no authority to disregard this provision of this Agreement and any award made in contravention of this provision shall be void.
7. **Waiver of Jury Trial; Enforcement or Arbitration.** Each party expressly waives the right to have any dispute arising tried before a jury. In the event either party hereto files suit or other proceeding in any curt concerning a dispute, and the other party seeks to enforce Arbitration agreement, the prevailing party shall be entitle to its reasonable vegan simis, urobsenatum lis.

HOUSEHOLD GOODS CARRIER LIMITATION OF LIABILITY

(1) Section 1- General Provisions

(A) For the purposes of this subsection, the following terms will mean:

(1) Household goods carrier- the motor carrier/ mover contracted to transport a shipment of household goods.

(11) Shipper -the owner of the household goods shipment or his representative.

(b) Changes the moving service contract are not valid unless agreed to in writing by the household goods carrier and the shipper.

(c) Household goods carriers will transport shipments with reasonable dispatch.

Reasonable dispatch requires the transportation of a shipment within the agreed with the period shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure prevent or delay transportation.

(d) Moving services contracts must comply with all other applicable laws of the state of Texas.

(2) Section 2 – Cargo Liability Provisions

(A) The household goods carrier is liable for any loss or damage to the shipment, except as listed in subparagraph (B), and (C)

(B) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, defects in the shipment, a riot, a strike, or an act or default of the shipper.

(C) The household goods carrier is not liable for loss or damage cause by dangerous or explosive goods unless the shipper notifies the carrier, in writing of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.

(3) Section 3 – Claims Provisions

(A) A writing claim must be filed by shipper within 90 days of delivery of the shipment to the destination in case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapse.

(B) A Household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the destination. A household goods carrier is not liable for any claim that is not filed 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

(4) The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.

(5) Section 5- Provisions for Shipments Not Delivered

(A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as schedule.

(B) The cost of such storage is the responsibility of the shipper of the household goods.

(C) A shipment of household goods placed in storage is subject to liens for storage, freight, and other lawful charges.

(D) A household goods carrier must issue written notice of the storage of the household goods to the shipper at each address show on the moving services contract within three days placing the goods in storage.

(E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed in transportation Code. Chapter 6.

(F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving service contract.

(G) The moving services contract does not prohibit the sale of the goods under other lawful manner in the method set out in the contract cannot be reasonably accomplished