



AGREEMENT

Quote # _____

This Agreement is made by and between Daily Direct, LLC, hereinafter "DD," and the undersigned customer, hereinafter "Customer." The parties agree as follows:

1. **TRANSPORTATION SERVICES.** Subject to the terms and conditions of this Agreement, DD shall transport the Customer's Unit(s) detailed below in a commercially reasonable fashion from _____ to _____
 _____ (City, State of Pickup)
 _____, which shall include pickup of the Unit(s), transportation of the Unit(s)
 _____ (City, State of Delivery)
 and delivery of the Unit(s).
2. **ESTIMATED PICKUP AND DELIVERY DATES.** DD provides estimates, not appointments for pickup and delivery of Unit(s), and does not guarantee pickup or delivery dates. DD's drivers shall make reasonable efforts to contact Customer within twenty-four (24) hours of pickup and/or delivery.
3. **DELIVERY CHARGES.** Customer shall pay DD, in full, the amount of _____ dollars (\$_____) at the time the Customer's order is placed to secure the Customer's reservation. Customer may pay by credit card, business or personal check, money order or cashier's check. (For pre-authorized wholesale accounts only, full payment to the driver must be in the form of a business check, money order or cashier's check and will be collected before the driver loads the Unit(s). Please note Customer's file number on all checks. DD's drivers shall not accept credit cards, personal checks or cash).
4. **CANCELLATION CHARGES.** Customer shall pay DD the following cancellation charges:
 - a. If Customer cancels a shipment for any reason whatsoever within forty-eight (48) hours of execution of this Agreement, DD shall retain a cancellation fee of twenty-five dollars (\$25). _____ Initials
 - b. If Customer cancels a shipment for any reason whatsoever after forty-eight (48) hours of execution of this Agreement, DD shall retain a cancellation fee of one hundred dollars (\$100). _____ Initials
5. **EXTRA PICK UP AND/OR DELIVERY CHARGES.** Customer shall pay DD the following extra delivery charges:
 - a. As detailed at paragraph 2 above, DD's drivers shall make reasonable efforts to contact Customer within twenty-four (24) hours of pickup and/or delivery. The twenty-four (24) hour period begins with the driver's initial attempt to contact, whether by actual conversation or voice-mail. After twenty-four (24) hours have elapsed from the initial contact, each failed attempt of pickup / delivery shall result in a two hundred and fifty dollars (\$250) charge. _____ Initials
 - b. At any point, if the pickup or delivery is scheduled on a truck to be executed and for reasons of customer unavailability, is unsuccessful, a fee of two hundred and fifty dollars (\$250) will be charged. _____ Initials
 - c. If a customer requests a delivery date that requires DD to return the unit to a warehouse and store it for a period of time a charge of \$10 per day will be charged. _____ Initials
 - d. All Unit (s) MUST roll. If the Unit(s) does not roll, resulting in an unsuccessful attempted pickup, Customer shall be charged a two hundred fifty dollars (\$250) attempted pickup charge. _____ Initials
 - e. As detailed in paragraph 6 below, Customer shall pay an oversize charge of one hundred ninety-five dollars (\$195) per occurrence if Unit(s) exceed size limitations.
6. **UNIT INFORMATION.**
 Legal owner of Unit(s) listed: _____
 (Additional Unit(s) may be listed at the end of this Agreement.)
Motorcycle Motorcycle w/Sidecar Sidecar Alone Trike Motorcycle w/Trailer Motorcycle Trailer Alone

ATV (If an ATV, how many wheels?_____) Jet-Ski / PWC Other _____

Year_____ Make_____ Model_____ Vin#_____

Declared Approximate Value of Unit: _____

Overall Height? _____inches (Height MUST NOT exceed 58" while Unit(s) is/are standing upright! ANYTHING exceeding 58" such as windshield, roll bar, etc., NEEDS to be removed PRIOR to driver arrival.)

Overall Width? _____inches (Overall width is measured from the farthest point to the farthest point, whether that is the saddle bags, handlebar tips, or fairing. If overall width is more than 48" (4') wide, you WILL be charged an oversize charge.)

Overall Length? _____inches (Overall length is measured from the farthest point to the farthest point, whether that is the tire, fender, or mounted accessories. If overall length is more than 108" (9') long, you WILL be charged an oversize charge.)

7. **CUSTOMER CONTACT INFORMATION.**

Name: _____ Phone - Home: _____

Company: _____ Phone - Work: _____

Address: _____ Phone - Cell: _____

_____ Phone - Fax: _____

Email: _____ Phone - Other: _____

Hours (If business) SUN_____ MON_____ TUE_____ WED_____ THU_____ FRI_____ SAT_____

8. **UNIT PICKUP AND DELIVERY INFORMATION.**

Unit(s) to be picked up at: Check if same as Customer Contact Info

Please note DD requires at least two (2) phone contacts to ensure prompt pickup of your shipment.

Name: _____ Phone - Home: _____

Company: _____ Phone - Work: _____

Address: _____ Phone - Cell: _____

_____ Phone - Fax: _____

Email: _____ Phone - Other: _____

Hours (If business) SUN_____ MON_____ TUE_____ WED_____ THU_____ FRI_____ SAT_____

Unit(s) to be delivered to: Check if same as Customer Contact Info

Please note DD requires at least two phone (2) contacts to ensure prompt delivery of your shipment.

Name: _____ Phone - Home: _____

Company: _____ Phone - Work: _____

Address: _____ Phone - Cell: _____

_____ Phone - Fax: _____

Email: _____ Phone - Other: _____

Hours (If business) SUN_____ MON_____ TUE_____ WED_____ THU_____ FRI_____ SAT_____

9. **INSURANCE.** DD maintains property insurance on each transported Unit(s) up to fifteen thousand dollars (\$15,000), based upon the fair market value of the Unit(s). Unless the Customer elects to eliminate the deductible of five hundred dollars (\$500) per Unit below, the Customer shall be responsible for the five hundred dollar (\$500) deductible per Unit, regardless of the action that caused said damage. Any items stored inside of tour-packs, saddlebags or compartments that are attached to or are a part of the Unit shall not be covered by DD's insurance carrier. CUSTOMER KNOWINGLY AND VOLUNTARILY AGREES THAT THE SOLE AND EXCLUSIVE REMEDY AVAILABLE FOR THE CUSTOMER BECAUSE OF ANY AND ALL DAMAGE TO UNIT(S) IS WITH DD'S INSURANCE CARRIER. CUSTOMER KNOWINGLY AND VOLUNTARILY AGREES THAT UNDER NO CIRCUMSTANCES SHALL CUSTOMER SEEK RECOVERY FROM DD

FOR ANY DAMAGES TO CUSTOMER'S UNIT(S) OR ANY LOSS OR DAMAGE TO PERSONAL PROPERTY LEFT ON OR IN OR ATTACHED TO ANY UNIT(S).

Customer may eliminate the five hundred dollar (\$500) deductible, or increase the shipment valuation by electing one or both of the options below:

____ (Initials) I elect a \$0 deductible for a fee of \$50 per Unit.

____ (Initials) I elect to increase the shipment valuation to a value over \$15,000 per Unit. The shipment valuation fee is \$35 per \$5,000 of increased shipment valuation.

Increase shipment valuation to: _____, for an additional fee of _____.

Customer shall identify any and all damage allegedly caused by transport and shall document such damage to DD's driver, in writing, at the time of delivery. If said written documentation is not provided to DD's driver at the time of delivery, DD may not submit such claim to DD's insurance carrier. CUSTOMER HEREBY AGREES THAT IF WRITTEN DOCUMENTATION OF ANY AND ALL DAMAGE TO UNIT(S) IS NOT PROVIDED TO DD'S DRIVER AT THE TIME OF DELIVERY, CUSTOMER SHALL HAVE FOREVER WAIVED ITS RIGHT TO SEEK ANY REIMBURSEMENT OR DAMAGES FOR DAMAGE TO CUSTOMER'S UNIT(S) FROM DD'S INSURANCE CARRIER OR FROM DD.

10. **RELEASE OF DD.** IN NO EVENT WILL DD, ITS OFFICERS, EMPLOYEES, AGENTS AND MEMBERS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST REVENUES) ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT DD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **WARRANTY OF CUSTOMER.** Customer hereby warrants and represents that any and all Unit(s) that are subject to this Agreement:

- a. are legally owned by Customer or the Customer has the legal right to authorize the transportation of said Unit(s), pursuant to this Agreement; and
- b. do not contain any illegal items such as, but not limited to, alcohol, tobacco, firearms, prescription or non-prescription drugs of any sort whatsoever.

In the event of Customer's breach of said warranties and representations, Customer shall indemnify and hold harmless DD for any and all fines, charges, penalties, damages, causes of actions and reasonable attorney's fees incurred by DD because of Customer's breach of said warranties and representations.

12. **MISCELLANEOUS.**

- a. DD shall not transport additional parts, boxes, bags or helmets temporarily attached to Unit(s).
- b. DD promotes efficient door-to-door service for our customers. DD drivers will make every possible effort to pick up and deliver your Unit(s) to the addresses provided. Occasionally, the driver may determine that the pickup and/or delivery cannot be made safely and/or legally to the addresses provided. DD will not travel on dirt roads, dead-end roads, cul-de-sacs, gated communities, etc. In these cases, the driver will make alternate arrangements directly with the Customer. Any location other than a dealer/custom shop will be considered a residence. On occasion, in the furtherance of the safety of the Customer's Unit and the DD driver, the DD driver may be required to start and/or ride the Customer's Unit to load and/or unload said Unit on the DD trailer. In certain circumstances, the DD driver may also be required to start and ride the Customer's Unit short distances to complete the pick-up and/or delivery to the Customer. In these specific circumstances, the DD driver is hereby specifically authorized by the Customer to make that decision, in the interest of safety, in the sole and absolute discretion of the DD driver. In these specific circumstances, DD shall not be responsible for any mechanical failure to the Customer's Unit caused solely by the starting of said Unit by the DD driver.
- c. Any changes to this Agreement must be signed by both DD and Customer.
- d. This Agreement shall be construed and governed in accordance with the laws of the State of Wisconsin.
- e. The parties to this Agreement hereby agree that any and all litigation concerning the services provided in this Agreement shall be exclusively litigated in Milwaukee County Circuit Court, Milwaukee, Wisconsin or U.S. District Court for the Eastern District of Wisconsin in Milwaukee, Wisconsin.
- f. In the event that DD files litigation concerning this Agreement, DD shall be entitled to recover its reasonable attorney's fees, costs and disbursements from the Customer in addition to any other relief ordered by the court.
- g. This Agreement constitutes the entire agreement between DD and Customer and supersedes any prior understanding or representation of any kind. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

13. **METHOD OF PAYMENT.** (Customer MUST fill out this section COMPLETELY.)

I hereby enter into this Agreement with DD, and for the services being described on this Agreement, authorize and agree to payments as follows:

I am making full payment, in the amount of \$_____ (TOTAL, including all surcharges, valuations, etc.) by the following method: (Check 1)

- American Express
- Discover
- Visa
- MasterCard
- Business Check
- Personal Check
- Money Order
- Cashier's Check

Credit Card Charge Authorization: (Customer MUST fill out this section COMPLETELY if paying with a credit card.)

I authorize DD to charge _____ dollars (\$_____) (total from above) on the following credit card for the services described in this Agreement. I understand that if full payment has not been made prior to delivery, or if I have incurred any additional charges such as, but not limited to, cancellation charges, attempted pickup or delivery charges, oversize charges, etc., I hereby authorize DD to charge these amounts to the following credit card, prior to delivery and without additional authorization or notification. I agree that if DD does in fact transport my Unit(s), that I will NOT dispute my credit card charges for the services described in this Agreement.

_____ Initials

Cardholder's name: _____

Cardholder's signature: _____

Date: _____

Name on credit card: _____

Credit card #: _____

Expiration date: _____

Billing address of credit card: _____

Billing zip code of credit card: _____ 3-digit Security code: given verbally

CUSTOMER:

DAILY DIRECT, LLC:

Company Name (if applicable)

Print Name – Authorized Person and Title

Tiffany Ruehlow
Tiffany Ruehlow, its General Manager

Signature – Authorized Person

Date

Date