

# MAGPIE MESSENGER COLLECTIVE LLC SERVICE AGREEMENT

Person completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address (if different than above): \_\_\_\_\_

Person handling payables: \_\_\_\_\_

**Payment Terms:** Invoices are issued on the first and sixteenth of the month for the previous half-month's work. All invoices are due upon receipt and are considered overdue fifteen days after issuance. Delinquent balances may be subject to a 1.5% late charge (18% APR).

I have read and agreed to these payment terms and to the conditions printed below:

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Is your company a non-profit? (501c3 no.: \_\_\_\_\_ ), or PAWC member or other collective? ( Y / N )

## Terms and Conditions of Carriage

Unless a greater value has been placed on a shipment at the time that a request for delivery is made to the order taker, it is agreed that in consideration of the rate being charged, the liability of the Magpie Messenger Collective LLC (Magpie) for the damages is limited to \$100.00. In any event, Magpie will not be liable for any damages whether direct, incidental, special or consequential, including but not limited to loss of income or profits, whether or not Magpie acknowledges that such damages might be incurred. Magpie will not be liable for:

- Acts or omissions including but not limited to incorrect declarations of cargo, improper or insufficient packing, securing, marking or addressing of your shipment, or for the acts of omission of the recipient.
- Concealed damage in packages packed and sealed by shipper.
- Theft, pilferage or any attempt thereof from any unattended bicycle or motor vehicle.

Magpie will not be liable for loss, damage to shipment of cash, currency, negotiable instruments or other prohibited items including but not limited to stamps, jewelry, original artwork, any type of perishable goods. Magpie will not accept liability for items that are not fully enclosed in a carton or proper packaging material. Magpie does not accept hazardous goods, that is, any goods falling within the specifications of the Dangerous Goods Act. Magpie will not be liable for loss, damage or delay caused by any event that we cannot control, including but not limited to Acts of God, perils of the air, weather conditions, acts of public enemies, war, civil commotions or omissions of public authorities including customs or health officials with actual or apparent authority.

Magpie may, at our option, but are not obligated to, open and inspect your packages prior to or after you give them to us to deliver. Magpie reserves the right to reject a shipment at any time, when such shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or if the transportation of such shipment is prohibited by law. Magpie do not accept the liability for the failure to properly collect or remit funds fo C.O.D. shipments, or to collect signatures for deliveries performed.

Subject to express instruction given by the Customer, Magpie reserves absolute discretion as to the means, route and procedure for any transit and in the handling, storage and transportation of any consignment. If in our reasonable opinion, it is at any stage necessary or desirable In the Customer's interest to depart from express instructions, we shall be at liberty to do so. Client is fully responsible for describing the package upon order. Any increase over quoted rate for failure to do so need not be reported to client. Magpie shall reserve the right to charge according to our most recent rate schedule, and is not to be held for out-of-date rates that orederer may find on paper or internet.

All claims regarding damage to, loss or delay of any shipment must be submitted in writing to the company's office within 15 calendar days of delivery of the shipment, otherwise Magpie reserves the right to waive the claim. Magpie is not obligated to act on any claim until you have paid all transportations charges, and you may not deduct the amount of your claim from these charges without approval of Magpie.

**Please send form to: Magpie Messenger Collective LLC, 808 SW 3<sup>rd</sup> Ave. #345, Portland, OR 97204 or send pdf file to [magpie@magpiemessenger.com](mailto:magpie@magpiemessenger.com)**