# Shipping Terms and Conditions (Private/Non-broker)

**Last Updated:** August 31st 2024

These Shipping Terms and Conditions (“Terms”) govern all shipments arranged through AAA HOTSHOT, LLC (“Company,” “we,” “us,” or “our”) and apply to all services provided to non-broker customers (“Customer,” “you,” or “your”). By engaging our services, you agree to the following Terms.

**1. Services Provided**

AAA HOTSHOT, LLC specializes in expedited less-than-truckload (LTL) transportation. We offer hotshot delivery services for shipments under 26,000 lbs GVWR, tailored to meet your specific needs. All services are subject to the availability of our vehicles and drivers.

**2. Booking and Payment**

* **Booking:** All shipment requests must be confirmed in writing via email or through our designated booking system. We will provide a confirmation including an estimated delivery time and cost.
* **Payment Terms:** Payment is due upon receipt of the invoice unless otherwise agreed upon in writing. We accept payment via [list accepted payment methods]. Late payments may incur additional fees.
* **Cancellation Policy:** Cancellations must be made at least [insert hours/days] before the scheduled pick-up time. Cancellations made after this time may be subject to a cancellation fee of [insert percentage/amount].

**3. Rates and Charges**

* **Rate Determination:** Rates are based on the type of service requested, the size and weight of the shipment, the distance to be traveled, and any special handling requirements. Additional charges may apply for services outside the scope of standard delivery, such as lift-gate service, residential delivery, or time-specific delivery requests.
* **Fuel Surcharge:** A fuel surcharge may be applied based on current fuel prices. This surcharge will be clearly outlined in your quote.
* **Additional Charges:** Any additional charges incurred during transit (e.g., storage fees, redelivery fees, etc.) will be the responsibility of the Customer.

**4. Shipment Requirements**

* **Proper Packaging:** All shipments must be properly packaged and labeled by the Customer. AAA HOTSHOT, LLC is not responsible for any damage resulting from inadequate packaging.
* **Documentation:** The Customer must provide all necessary documentation, including a bill of lading, accurate description of the goods, and any other required documents. Failure to provide accurate documentation may result in delays or additional charges.
* **Prohibited Items:** We do not transport hazardous materials unless explicitly agreed upon in writing and in compliance with all applicable regulations. The Customer must disclose any such materials in advance.

**5. Delivery Terms**

* **Delivery Timeframes:** All delivery times provided are estimates. While we strive to meet all delivery deadlines, AAA HOTSHOT, LLC is not liable for delays due to circumstances beyond our control, including but not limited to weather, traffic, or mechanical issues.
* **Delivery Confirmation:** Upon delivery, the recipient will be required to sign a delivery confirmation. If no one is available to accept the delivery, the shipment may be returned to the point of origin or held for redelivery at the Customer's expense.
* **Redelivery:** If the delivery cannot be completed on the first attempt due to reasons beyond our control, redelivery charges may apply.

**6. Liability and Claims**

* **Limitation of Liability:** AAA HOTSHOT, LLC’s liability for loss or damage to any shipment is limited to [insert amount, e.g., $0.50 per pound] unless a higher value is declared by the Customer and additional insurance is purchased.
* **Insurance:** Customers may request additional cargo insurance coverage for an extra fee. This must be arranged prior to shipment.
* **Claims:** All claims for loss or damage must be made in writing within [insert days, e.g., 7 days] of delivery. Claims must include all relevant documentation, including the bill of lading and proof of damage. AAA HOTSHOT, LLC reserves the right to inspect the damaged goods before settling any claims.

**7. Indemnification**

The Customer agrees to indemnify and hold harmless AAA HOTSHOT, LLC from any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney’s fees) arising out of or in connection with the shipment of goods, including but not limited to any violation of applicable laws or regulations.

**8. Governing Law**

These Terms and your use of our services shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any disputes arising out of these Terms shall be resolved in the state or federal courts located in [Your County], Texas.

**9. Changes to Terms**

AAA HOTSHOT, LLC reserves the right to modify or update these Terms at any time without prior notice. Any changes will be effective immediately upon posting on our website or upon notification to the Customer.

**10. Contact Information**

For questions regarding these Terms, please contact us at:

**AAA HOTSHOT, LLC**
**Phone:** (713) 695-9845
**Email:** Storm@aaa-hotshot.com
**Website:** [www.aaa-hotshot.com](http://www.aaa-hotshot.com)