



To complete your ProMover certification, you must review and return this signed agreement to AMSA – retain a copy for your records

**American Moving & Storage Association
Interstate ProMover® Program Affirmation
Terms and conditions for participation in the
ProMover Certification Program
and for use of the ProMover certification program logo**

The following terms and conditions constitute a legal Agreement between your organization and the American Moving and Storage Association (AMSA). You must completely agree to these terms and conditions before using the AMSA ProMover Certification Program logo.

To further the common purposes of its Members and to promote ethical principles and practices in the moving and storage industry, AMSA uses the ProMover Certification Program logo to symbolize that its members are required to observe high professional standards and to provide quality service.

To maintain the integrity of the program, it is necessary that we take measures to protect our logo and to stipulate how it may be used. Unfortunately, when an image like our ProMover Certification Program logo becomes so widely known that it comes to symbolize not just AMSA members but also the entire moving industry, it becomes part of the public domain and it loses its protected status. Therefore, it is necessary for us to limit its use to only qualified AMSA members who may only use it in certain ways – and we must take enforcement action against those who use our logo without our permission. Otherwise, anyone could use our logo without restriction, including in ways that may be detrimental to AMSA and its members.

AMSA owns the rights to the ProMover Certification Program logo. In order for AMSA to protect the integrity and impact of the program, we need to maintain control over how the ProMover Certification Program logo may be used.

TERMS

As part of this agreement, AMSA licenses the ProMover Certification Program logo for use by its qualified members who are in good standing on letterhead, printed promotional material, including “yellow pages” advertising, and Internet websites; the logo may also be used on uniforms, hats, clothing and other articles customarily used by the industry when purchased from an AMSA approved distributor in the promotion of the program. Participants may also apply to AMSA for written permission to license additional products.

CONDITIONS

The ProMover Certification Program logo is to be used “as it appears” and is not to be altered without written permission from AMSA. In addition–

- The Participant may not alter or remove any trade mark, copyright notice, digital watermarks, or proprietary legend contained in/on the logo. The “Trust your move to a ProMover” slogan is the official slogan of the program; it should be used in conjunction with the Logo whenever possible.
- When used on any Internet website, the Participant must enable a hyper-link function so as to link the ProMover Certification Program logo to the AMSA www.moving.org website and the Participant must disable the ability to copy (by right-clicking) the logo to reduce opportunities for unauthorized use of the logo.

- In the event that AMSA requests the removal of the ProMover Certification Program logo, you hereby agree to remove the logo from your Internet website within 48 hours of being notified and from all other promotional items/articles, advertising and printed material at the earliest possible date thereafter but under no circumstances later than thirty (30) days following AMSA's request.
- The Participant is not permitted to sell, sublicense, assign, transfer or otherwise distribute the logo, unless otherwise specifically agreed to in writing by the AMSA.

ProMover Certification status is a commitment to excellence. Central to the ProMover Certification is a comprehensive program of pre-screening, annual reviews and a strict revocation process for those who fail to maintain the program's high standards. Program participants agree that they will observe the following criteria and that failing to do so is cause for their ProMover Certification to be suspended or revoked and for them to be removed from the program:

- No applicable state or federal felony convictions against its owners, officers or majority stockholders
- Full compliance with state incorporation laws
- Signing an agreement pledging compliance with applicable state and federal laws and AMSA's Code of Ethics
- A satisfactory rating with the Better Business Bureau and no outstanding complaints in AMSA's Consumer Assistance Program (CAP) database, and
- No improper advertising on the company's Web site or other marketing materials

BEST PRACTICES– In addition, carriers are required to demonstrate the following best practices when dealing with consumers in order to maintain their membership with AMSA and their continued use of the ProMover Certification Program logo –

1. CONSUMER RIGHTS AND RESPONSIBILITIES

- To provide each prospective customer with a copy of 1) the Ready to Move brochure, 2) the Your Rights and Responsibilities When You Move booklet, and 3) a notice of the availability of arbitration, including a summary of the arbitration procedures, the applicable costs and a disclosure of the legal effects of the program, before an Order for Service is executed for moving services,
- Further, at the customer's request, to make available a copy of its applicable tariff provisions containing carrier's rules, rates, and applicable charges, and
- To answer all questions the customer may have regarding his or her rights and responsibilities as contained in the Rights and Responsibilities booklet, the Arbitration Program, and in carrier's tariffs

2. ADVERTISING

To communicate with the public through fair and accurate advertisements regarding the services that may be performed and the charges that will be assessed. In addition, carriers must include their DOT number (example, U.S. DOT No. 123456) in all advertising (including "yellow pages" and Internet) as required by the FMCSA regulations.

3. INFORM THE CUSTOMER REGARDING LIABILITY FOR LOSS OR DAMAGE TO THEIR GOODS

To provide the customer, prior to the move, with information that explains the extent of liability provided for loss or damage to the customer's goods, the valuation levels available, including any limitations of liability that may be applicable, and the costs associated with each level of increased liability.

4. PROVIDE ESTIMATES OF COST

To provide each customer with either a written binding (or binding not-to-exceed) or non-binding estimate that describes the shipment and the cost of all services requested by the customer. (The customer may waive a written estimate when valid circumstances do not permit a physical examination of the household goods to be moved, if the move is booked on short notice, or if last-minute changes make the preparation of a written estimate impossible).

5. ABIDE BY THE 110% RULE FOR THE COLLECTION OF CHARGES

Shipments will not be held “hostage” and will be released to the customer upon payment of no more than 110% of the non-binding estimate amount, or 100% of the binding estimate amount, plus the full amount of any additional charges for household goods or services that were not included in the estimate that were either requested by the shipper or necessary to accomplish the transportation and delivery of the shipment. The collection of any additional charges will be postponed for 30 days after delivery.

6. DESCRIPTIVE INVENTORY OF GOODS

To prepare, prior to the loading of a shipment, a descriptive inventory of the goods to be moved which shall be presented for signature to the customer or his authorized representative who is present at origin for loading and again at destination as the goods are unloaded.

7. SHIPMENT WEIGHT

To determine the weight of each shipment by the use of a certified scale at origin or destination when charges are based on weight, and to furnish evidence of that weight to the customer, if requested. To perform, if requested, a reweigh of the shipment and to furnish evidence of the reweigh weight to the customer.

8. FULFILLMENT OF SERVICE ARRANGEMENTS

To make reasonable efforts to fulfill the arrangements made for servicing a shipment, including the performance of pickup and delivery within the dates shown in the bill of lading. To keep customers advised of any service delays and to provide them with information as to when service may be expected to be performed.

9. RESPONSE TO LOSS, DAMAGE AND DELAY CLAIMS

To acknowledge, in writing, within 30 days of the receipt of a written loss or damage claim or delay claim, and to thereafter pay, decline, make a firm compromise offer or advise the claimant of the status of the claim and any reason for a delay in making a final disposition within 120 days of receipt of any documented claim for loss or damage or any documented claim for delay in delivery beyond the dates shown on the bill of lading when the claim is filed by the customer within nine months after delivery.

10. ARBITRATION OF DISPUTES

To resolve disputes concerning loss or damage claims to household goods and disputes regarding charges billed to the shipper after delivery when the amount in dispute is \$10,000 or less through arbitration under the rules of the AMSA Dispute Settlement Program as administered by the National Arbitration Forum.

11. VAN LINE-AGENT RELATIONSHIP (when applicable)

As a van line, agree to provide a copy of the AMSA Code of Ethics to your agents and to further agree, to the best of your ability, to have your agents uphold the AMSA Code of Ethics when dealing with customers in connection with interstate household goods moving and storage services provided on shipments transported under the van line’s FMCSA interstate operating authority.

AGREEMENT

I understand that to maintain the public trust, participation in the ProMover Certification Program is restricted to only those companies who exhibit the highest standards of performance, regulatory compliance and customer service. As such –

- I understand and agree that my company is not eligible for ProMover Certification until we have been an AMSA member in good standing for a minimum of 18 continuous months
- I understand and agree that any Application for ProMover Certification *must be accompanied by two letters of reference*

from either other current AMSA ProMover members or from State Moving Associations that are recognized by the AMSA

- As part of the application process and as evidenced by my signature below, I hereby agree that AMSA, or its duly designated Third Party Service Provider, is AUTHORIZED to determine 1) if any company officers, owners or majority stockholders have ever been convicted of a felony involving consumer protection regulations or the operation of a motor carrier, and 2) the general reputation of my company with consumers, as reported by organizations such as the Better Business Bureau (BBB). This information may be cause for my ProMover Certification and my AMSA membership to be declined, suspended or terminated under the procedures specified in the AMSA By-Laws

In addition, our organization further agrees, as evidenced by my signature below, that—

- We will make our best efforts to comply with the applicable regulations of the FMCSA and the STB relating to interstate household goods transportation,
- We will observe the Code of Ethics of the AMSA and the standards that define a ProMover; use/display any AMSA/ ProMover Certification Program logo in a professional manner; and take all reasonable measures to keep the use of any copyrighted AMSA/ProMover Certification Program logo restricted to only recognized AMSA members and program participants,
- We will uphold the terms and conditions of the AMSA By-Laws, including any amendments thereto, and to the payment of annual membership fees as set forth in the articles therein, and
- Our AMSA membership may be suspended, terminated or forfeited for violation of the AMSA By-Laws or engaging in inappropriate conduct that is prejudicial to the moving industry or contrary to the Federal statutes governing the industry as provided in the AMSA Code of Ethics and the ProMover standards

I have read and agree to abide by the Terms and Conditions for the use of the AMSA ProMover Certification Program logo. I understand that failure to adhere to these terms and conditions will be grounds for removal of my company from AMSA membership through the procedures in place for termination without any pro rata refund of any monies already paid to AMSA.

This Agreement shall continue in full force and effect as long as our organization continues to comply with the terms of this Agreement, including any Amendments thereto as may be established by the Board of Directors of the AMSA.

I am authorized to enter into this Agreement on behalf of my company.

Company name: _____

City/state/ZIP: _____

Motor Carrier (MC/Docket) number: _____

USDOT number: _____

Principal executive (signature): _____

Principal executive (print): _____

Principal executive e-mail: _____

Date: _____

Complete, sign and return this agreement to AMSA, Attn: Samantha Ha via e-mail to membership_web@moving.org or fax at (703) 683-7527.