

***Freight Disclaimer/Transcend - Designer Agreement***

1. All items received must be labeled and side marked. By initialing here, you, the Designer, release Transcend Designer Services of all liability and responsibility for any damaged/lost items not clearly labeled. Extra receiving fees will incur for any items not received with an identifier.  
\_\_\_\_\_
  
2. It is the responsibility of Transcend Designer Services to create and send invoices for services rendered in a timely, professional manner. By initialing here, you, the designer, agree that it is the responsibility of the designer to make payment within 10 days of receipt. Any outstanding invoice is subject to late fees/interest charges. If billing arrangements need to be made, they are to be determined with Transcend Administration prior to billing. This includes providing a contact name, billing address, and e-mail address for any and all invoices not being sent directly to the designer. Initial to agree to this statement. \_\_\_\_\_
  
3. Transcend Designer Services requires delivery appointments between a Designer and Transcend Designer Services to be paid at the time delivery. Payment can be made in the form of credit card, cash or check payment made out to Reno Tahoe Delivery. By initialing here, you, the Designer agree to this requirement. \_\_\_\_\_
  
4. All items are opened and inspected upon receipt. Designers will be notified of any damage to the packaging and physical pieces and pictures will be uploaded to their digital file. By initialing here, you, the designer, agree to waive responsibility from Transcend Designer Services for hidden or concealed damage. \_\_\_\_\_
  
5. Transcend Designer Services is not responsible for inferior products or manufacturer defects. By initialing here, you, the Designer agree to remove this responsibility from Transcend Designer Services. \_\_\_\_\_
  
6. By initialing here, Designers agree that the checklist provided matches the items that are received for their specific projects. If an incorrect piece is ordered by the designer, or an incorrect piece is sent from the vendor, manufacturer, or distribution center, and the piece is received at Transcend Designer Services, you, the designer, agree that it is not the responsibility of Transcend Designer Services that the piece was ordered or sent incorrectly. \_\_\_\_\_
  
7. Items received via FedEx or UPS are not opened or inspected, because these companies do not allow for inspection in their delivery service. Therefore, by initialing here, you, the Designer, agree that Transcend Designer Services is not responsible for any damages or shortages, for these items. \_\_\_\_\_

8. Any freight that is clearly damaged will be refused by Transcend Designer Services and sent back to the distribution center. Transcend Designer Services will only hold damaged freight for freight/trucking companies that will not permit the delivery agent to place pieces back on the truck. By initialing here, you, the Designer, understand and agree to this statement. \_\_\_\_\_
  
9. Transcend Designer Services scheduling policy states that delivery appointments are to be scheduled on a "first come, first served policy," as dates are available. We try to accommodate all requests for dates and time windows, but by initialing here, you, the Designer, agree that this is not always possible and accept the policy as it stands. \_\_\_\_\_
  
10. Transcend Designer Services prides itself on being an efficient and timely delivery service, providing courtesy calls, and emergency notifications when necessary. By initialing here, you, the Designer, understand that a late fee will incur if you, the Designer, or a Designer's associate, is late for a delivery appointment. \_\_\_\_\_
  
11. Canceling an appointment within 24 hours of delivery will result in an excess fee. By initialing here, you, the Designer, agree to pay any fees incurred for a last-minute cancellation. \_\_\_\_\_
  
12. Any damage must be noted on the B.O.L. at the time of delivery/installation appointment. If not noted, you, the Designer release all responsibility from Transcend Designer Services. By initialing here, you, the Designer, agree to this statement. \_\_\_\_\_
  
13. Designers are responsible for garbage fees, felt pads, and booties, if client requires. By initialing here, you, the Designer, agree to this statement. \_\_\_\_\_
  
14. Deliveries are generally billed at an hourly rate for installation. This starts from the time items are being loaded at the warehouse to the time they are delivered/installed at the scheduled address. If this time exceeds 8 hours, the rate will be 1.5 times the regular amount for each hour passed the 8<sup>th</sup> hour. By initialing here, you, the Designer, agree to these rates. \_\_\_\_\_
  
15. When additional men and/or additional services are deemed necessary, those additional fees will be the responsibility of the designer/client. \_\_\_\_\_
  
16. I understand that Transcend Designer Services will keep this form will on file and that this disclaimer will apply to every delivery/reception that occurs on my account.

Please print and sign below:

\_\_\_\_\_  
Designer Signature

\_\_\_\_\_  
Designer Printed Name

\_\_\_\_\_  
Date