

**Eagle Air Freight, Inc.**

140 Eastern Avenue  
Chelsea, Massachusetts 02150  
(t) 617-884-4436 | (f) 617-884-0305

**CERTIFIED CARGO SCREENING SERVICE CONTRACT**

Name of Cargo Screening Customer: \_\_\_\_\_

Certified Cargo Screening Customer's (CCSC) Telephone Number: (     ) \_\_\_\_\_

Emergency (after hours phone): (     ) \_\_\_\_\_ CCSC Fax Number: (     ) \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Name of Air Carrier: \_\_\_\_\_

**Airbill:**

1. Name of Shipper: \_\_\_\_\_

2. Shipment Origin Location: \_\_\_\_\_

3. Name of Consignee: \_\_\_\_\_

4. Shipment Destination: \_\_\_\_\_

5. Unitized:  Yes  No            6. Number of Packages or Articles: \_\_\_\_\_

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_

**LIMITATION OF EAGLE AIR FREIGHT'S LIABILITY**

Eagle Air Freight, Inc. (EAF) will not be liable for any claim in excess of fifty cents (50¢) per pound per article, unless CCSC customer declares a higher value and pays EAF's applicable excess value [ad valorem] charge of \$3.00 per \$100 of value declared.

The total agreed declared value of the property is specifically stated by CCSC customer to be  
not exceeding \$ \_\_\_\_\_

I understand and agree to Eagle Air Freight, Inc.'s terms and conditions printed on the reverse side of this document.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** This is a legal contract issued pursuant to federal law and the laws of the Commonwealth of Massachusetts. For your protection review the contract for accuracy as well as contract provisions, limitations, terms and conditions.

Throughout this contract, the words “you” and “your” refer to the party (“Customer” or “Bailor”) tendering property to Eagle Air Freight, Inc. (EAF) for Certified Cargo Screening (CCS) said screening required by federal law for all cargo which will be shipped by air. The words “us”, “our” and the initials “EAF” refer to Eagle Air Freight, Inc. The property described in this contract is handled, screened or worked upon in accordance with the rates and charges provided in our rate quotation or this contract unless otherwise provided, is subject to the following terms and conditions.

1. **Ownership or Agency:** By entering into this contract with us you certify that you either: (a) own the described property; or (b) have the legal right to enter into this contract for Certified Cargo Screening and ancillary services. If any of the foregoing statements are incorrect and there is litigation concerning the described property, you agree to pay all attorneys fees and any other related costs we may reasonably incur or become liable to pay.

2. **Shipping:** You agree that you will not ship, nor cause others to ship property to us as a named consignee. Should you do so, you agree to notify the carrier in writing prior to delivery, that we have no beneficial interest, ownership or title to such property. Further, you agree to indemnify and hold us harmless from any and all charges of any kind or nature in connection with such shipped property, including but not limited to undercharges, demurrage or detention charges or any other charges of whatsoever kind or nature in connection with property so shipped.

Additionally, you also agree that should this not be done, we have the right to refuse such shipment(s) and that you, your successors or assigns, agree to hold us free from liability or responsibility for any loss, damage or injury of any kind or nature related to such property.

3. **Tender:** All property to be screened shall be delivered to our Chelsea, MA facility properly marked and packaged for transportation and handling. You agree to furnish at or prior to such delivery:

- a. air bill(s) of lading or airwaybill(s) clearly stating the item or piece count, weights, description of property or a description of packaging [‘one cardboard box said to contain “x” property’].
- b. bill of lading/shipping receipt from delivering carrier clearly showing the total number of air bills of lading and the respective quantity(s) of articles or items to be screened.
- c. surrender / delivery requirements [carrier or person to whom we are to release bailed property]

4. **Charges:** All charges for screening and handling charges are set forth in Attachment “A” said charges and fees shall become due and payable as provided therein.

5. **Duty of Care/Liability of EAF and Limitation of Damages:** All property tendered to us for screening will subsequently be transported [internationally or domestically] by air. Said property and our liability as a bailee are subject to federal common law. Pursuant thereto:

- a. We are not liable for any loss or damage to tendered/bailed property however caused unless such loss or damage result from our failure to exercise such care in regard to it as a reasonably careful person would exercise under like circumstances.
- b. We have no insurance against loss, damage or injury covering bailed property.
- c. You agree that in the event of loss, damage or injury caused by or resulting from our failure to exercise such care as a reasonably careful person would exercise under like circumstances [a/k/a ‘negligence’].

PROVIDED, however, that such economic liability may at the time of acceptance of this contract be increased on the described property, in which event we will charge you \$3.00 per \$100 of excess value declared in addition to the charges and fees set forth in Attachment A

6. **No Liability for Consequential Damages:** Notwithstanding the foregoing, EAF is not responsible for loss of market, loss of use or sale, loss of profit or any special, indirect or consequential damages of any kind or nature.

7. **Disputed Title or Ownership – Right to Store Goods**

You represent and warrant that you have the lawful right to tender the property described on the reverse side of this document to us. You agree to indemnify us from all loss, cost and expense (including reasonable attorney's fees) which we shall pay or incur as a result of any dispute or litigation, whether instituted by us or others, respecting your right, title, interest or authority to bail the property to us. Such amounts as well as all other charges are subject to bailee's lien

**Storage Charges:** We are not a public warehouseman. All bailed property not removed within twenty-four hours following completion of all services will be subject to \$100 per day storage charges. Property not removed within fifteen (15) days may be relocated to a third party public warehouse at your expense and without further liability to EAF.

8. **Information Accuracy:** You agree to furnish us with information which is accurate and complete which will allow us to comply with all laws and regulations concerning the screening of such goods. You agree to indemnify and hold harmless EAF from all loss, cost, expense and penalty(s) – including reasonable attorney's fees – which EAF pays, is required to pay or incurs as a result of your failure to fully fulfill your obligation(s).

9. **Time for Filing Claims – Suits:**

If you wish to make a claim for loss of or damage to bailed property you must do so within:

- a. thirty (30) days after termination of exclusive bailment.
- b. thirty (30) days after you make demand for the property and we are unable to lawfully surrender it; or
- c. thirty days after we mail written notice of loss or damage to the property to you at your last known address.

If you fail to meet the standards outlined above, your claim will be *time barred* ... meaning ... of no force or effect.

**Suits** for loss or damage must be instituted within one (1) year from the date we first notify you in writing that we have disallowed the claim, or any part or parts of it, as specified in the notice.

Where no claim is filed or no suit is instituted according to the foregoing provisions, we shall have no liability, and such claim will not be paid.

10. **Severability and Waiver:**

- a. If any provision of this contract, or the application thereof, is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- b. Any failure of EAF to enforce strict compliance with the terms and conditions of this contract shall not constitute a waiver nor shall EAF be estopped from subsequent demand(s) for strict compliance with all, or any provision(s) of this contract.
- c. This contract shall be binding on the beneficial owner(s) of the property, all heirs, executors, successors or assigns of the any or all parties with an interest in the property;
- d. This contract is the sole agreement governing the goods tendered to EAF for Certified Cargo Screening and cannot be modified except in writing by the president or treasurer of EAF.

