

RELEASE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS RELEASE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement") in favor of Crowley Liner Services, Inc. and/or Crowley Logistics, Inc., as the case may be, (collectively, "CROWLEY"), with offices at 9487 Regency Square Boulevard, Jacksonville, Florida 32225, is executed by _____ ("Shipper"), with offices at _____ with respect to Shipment(s) moving under CROWLEY Bill of Lading #'s _____.

WITNESSETH:

WHEREAS, CROWLEY does not normally arrange for transportation of Household Goods together with Automobiles (privately-owned, not for resale) and provides no special protective services for such shipments while in transit; and

WHEREAS, Shipper has requested that CROWLEY arrange transportation services for certain movements of Household Goods together with Automobiles (privately-owned, not for resale) in trailers and containers (the "Shipments") from door-to-door; and

WHEREAS, Shipper understands and agrees that CROWLEY will not provide any special protective services for Shipments during transit, Shipper acknowledges that it has had a fair opportunity to avoid the limitation of liability set forth in this Agreement by declaring excess value and paying extra freight, and Shipper has agreed upon price and terms and conditions for such services based on the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of CROWLEY's agreement to provide transportation services for Shipments tendered by Shipper, Shipper agrees to be legally bound by the following:

1. The above Recitals are incorporated herein by this reference.
2. Shipper shall identify the commodity as Household Goods and Automobile(s) (privately-owned, not for resale) when completing bills of lading and when requesting routing and pricing information. Household Goods together with Automobiles (privately-owned, not for resale) shall not be tendered for shipment as FAK. Shipper agrees to take appropriate steps to ensure that any Automobiles will be loaded in accordance with AAR standards and Hazmat regulations.
3. Shipper shall pay the rates and abide the terms and conditions set forth in the applicable Ocean Liner Shipping Agreement between CROWLEY and Shipper or CROWLEY's Tariff, as applicable.
4. Except to the extent limited below, Shipper hereby agrees to release, indemnify, and hold harmless, and at CROWLEY's request to defend CROWLEY, its affiliates, employees, agents, and contractors (the "Released Parties"), and against any and all liability, loss, damage, and expense, including but not limited to attorney's fees, judgments, or settlements, arising out of claims, suits or causes of action for damage to property or injury or death of persons, arising out of or in connection with the performance of transportation services for Household Goods together with Automobiles (privately-owned, not for resale).
5. Shipper agrees that in the case of any loss or damage to or in connection with Shipments, for purposes of application of the Carriage of Goods by Sea Act (COGSA), the value of Household Goods and any Automobiles shall be determined on the basis of US\$500 per Package, subject to proof of value thereof and, CROWLEY's liability, if any shall be determined on the basis of such value. For purposes of this Agreement the word "Package" shall include any piece, shipping unit, machine article of any description, included Automobiles, whether or not enclosed or boxed in whole or in part, provided, however, that an entire container, van, trailer, rail car, or piece of rolling stock is a package when such is listed on the face of the Bill of Lading under the column "number of trailers/containers/packages" regardless of the method used to describe the shipment in the description column on the face.

IN WITNESS WHEREOF, the Shipper has duly executed this Agreement.

By: _____
Its:

Date: _____