



2361 AIR LANE ROAD
 SAN DIEGO INTERNATIONAL AIRPORT
 SAN DIEGO, CALIFORNIA 92101

MC 176055
 T 160,228(37)

DATE: August 8, 1986

INVOICE # PTT523H

CALIFORNIA - 1-800/654-4433 NEW YORK 212/213-5277
 415/428-4939

Fine Art Transporting Crating Installation Consulting Storage Fine Art

AUTH: Arthur Monroe

CHARGES (SEE REVERSE SIDE FOR TERMS OF CONTRACT)

PREPAID COLLECT CASH ON PICK-UP CASH ON DELIVERY OTHER

ALL RATES SUBJECT TO ICC TARIFF ATTH 200-8 OR CURRENT REVISION

| | | |
|---|--|-----------|
| SHIPPER The Oakland Museum of Art 1000 Oak Dr. Oakland, CA | **SPECIAL INSTRUCTIONS | P.U. Time |
| | DEL. | |
| CONSIGNEE Preserve Bottle Village PO Box 1412 Simi Valley, CA 213/455-3042 805/583-1627 | INSURANCE The Oakland Museum | |

| PKGS. | ARTICLES, CLASSIFICATION | WEIGHT OR CUBIC FT. | RATE | CHARGES |
|-------|---|---------------------|--------------------------|---------|
| | Prfsbrey: 1) "Collage" 12x10x1" 1) "Doll Tree Sculpture" 28x15x15" 1) "Doll Tree Sculpture" 28x22x18" | | | |
| | <i>ONLY THESE TWO DELIVERED. KCB</i> | | | |
| | | | WRAP CHARGE | |
| | | | CONDITIONS REPORT | |
| | | | INSTALLATION | |

" THESE CHARGES INCLUDE: (1) FEES TO PAY FOR REGULATION OF TRANSPORTATION COMPANIES BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND (2) TAXES PAID TO CALIFORNIA CITIES INSTEAD OF EXCISE OR BUSINESS LICENSE TAXES THEY COULD OTHERWISE IMPOSE."

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO \$1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE OF \$1.25 PER POUND PER ARTICLE.

(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60c per pound per article." OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A "MAXIMUM" VALUE EQUAL TO 60 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

TOTAL NUMBER OF PIECES =

CONDITION UPON PICK-UP: UNKNOWN STABLE SEE ABOVE ADD'L PAGES ATTACHED WRAPPED BY SHIPPER WRAPPED BY PORTER

SHIPPER'S RELEASE DATE

RECEIVED IN GOOD ORDER BY CONSIGNEE X DATE

RECEIVED BY PORTER TRANSPORTATION X DATE

SHIPPER: DATE

CONTRACT TERMS AND CONDITIONS OF BILL OF LADING

This contract is subject to all the rules, regulations, rates, and charges, in carrier's currently effective applicable tariffs on file with the Interstate Commerce Commission including, but not limited to, the following terms and conditions:

SECTION 1: The Carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss or damage caused by or resulting:

- (a) From an act, omission or order of shipper;
(b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes therein;
(c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
(d) (1) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.
(e) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's liability:

The carrier's maximum liability shall be:

Unless a different value is declared, the shipper hereby releases the property to a value of \$.60 per pound per article.

The shipment will move subject to the rules and conditions of the carrier's tariff.

SECTION 2. The carrier shall not be liable for any delay caused by highway obstruction, or faulty or impassible highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment or from any cause other than negligency of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and point of destination.

SECTION 3. Shipper shall:

- (a) Be liable for any and all charges applicable under carrier's tariffs, and pay therefor as provided in said tariffs; and
(b) Indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper, and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

AGREEMENT

CARRIER'S TARIFF REQUIRES THE PAYMENT OF IT'S CHARGES EITHER IN CASH, CERTIFIED CHECK, TRAVELER'S CHECK, OR BANK CHECK (ONE DRAWN BY A BANK ON ITSELF AND SIGNED BY AN OFFICER OF THE BANK). IF SHIPPER DOES NOT PAY CARRIER'S CHARGES IN FULL, OR IF PAYMENT IS MADE OTHER THAN IN THE ABOVE SENTENCE PROVIDED, SHIPPER AGREES TO PAY CARRIER'S CHARGES OR THE UNPAID BALANCE THEREOF WITHIN 15 DAYS AFTER DELIVERY EXCLUDING SATURDAYS, SUNDAY, AND HOLIDAYS, AND IN THE EVENT SAID CHARGES ARE NOT PAID WITHIN THAT TIME, REASONABLE ATTORNEY'S FEES IN ANY ACTION TO COLLECT SAID CHARGES.

NAME

ADDRESS

(Date)

(Place)