

# NANTUCKET DELIVERALL CAR SHUTTLE SERVICE LOCAL CAR DELIVERY SERVICE

Customer Name : \_\_\_\_\_

Vehicle Description and Plate #: \_\_\_\_\_

Reservation Date and Time: \_\_\_\_\_

Nantucket Address for vehicle to be dropped: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Credit Card Information:

Name on card: \_\_\_\_\_

Card Type: \_\_\_\_\_

Card Number : \_\_\_\_\_

Exp: \_\_\_/\_\_\_

Last three digits on the back of card: \_\_\_\_\_

Mailing Address for Card \_\_\_\_\_

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Instructions for Car Delivery Service:

- Print PDF form and fill out and fax a copy to 801-922-3650 or email attachment to [Ryan@nantucketdeliverall.com](mailto:Ryan@nantucketdeliverall.com).
- Bring the original form to SSA terminal and have agent attach it to the Drive-OFF ticket.
- We will Retrieve the vehicle on the other side and deliver it your home when it arrives.
- We will email you a confirmation once the vehicle has been dropped.
- Your card will be charged for \$65 once the delivery is complete.

## **RELEASE AND INDEMNIFICATION AGREEMENT**

### Drive on/drive-off Customers

This Agreement is entered into by and between Nantucket Deliverall, Inc., a Massachusetts corporation (Nantucket Deliverall), the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the Authority) and \_\_\_\_\_ (the Customer);

WHEREAS, the Authority is engaged in the service of transporting motor vehicles by ferry vessels between certain ports on the mainland of the Commonwealth of Massachusetts and islands of Martha's Vineyard and Nantucket, and, as a rule governing such service, requires that Customers have drivers available to operate their vehicles at all times when the vehicles are on the property or vessels of the Steamship Authority; and Nantucket Deliverall makes persons available to operate the vehicles upon arrival in Nantucket;

WHEREAS, the Customer, as the owner or lessee of one or more vehicles with license plate information listed in the customer's Steamship Authority Reservation System Profile, Profile # \_\_\_\_\_ (the vehicle), desires to use the ferry services of the Authority, but does not wish to have a driver so available at all times to operate the vehicle as required by the Authority, and desires to use the services provided by Nantucket Deliverall to have their car transported as is necessary and required by the Authority upon the ferry's arrival at Nantucket;

NOW, THEREFORE, Nantucket Deliverall, the Authority and Customer agree as follows:

1. The Customer agrees and understands that it is his/her responsibility to have a driver available for the vehicle at all times when the vehicle is on the Authority's property or vessels of the Authority, and that the Customer's driver is to operate the vehicle whenever it is moved under its own power, such as when it is driven on or off a vessel or moved to a parking area owned or leased by the Authority or otherwise. The Customer also agrees that the Authority is not responsible in any way for the operation of the vehicle.

2. Nevertheless, the Customer does not desire to have a driver so available to operate the vehicle. Accordingly, Nantucket Deliverall agrees, for the applicable service charge of \_\_\_\_\_, to provide one of its employees in order to operate the Customer's vehicle at the Customer's request. In return the Customer agrees as follows:

(a) The Customer agrees that at all times when said employee is operating the Customer's vehicle, said employee shall be deemed, for all intents and purposes, and agent of the Customer and not of Nantucket Deliverall and the Authority, and subject to the Customer's sole supervision and control, and that of Nantucket Deliverall and the Authority and Nantucket Deliverall shall not be liable for any injury, damage or loss arising from said employee's operation of the vehicle.

(b) The Customer agrees to indemnify Nantucket Deliverall and the Authority for, and hold them harmless from, any and all claims, damages, actions, liability, losses and/or expenses, including attorney's fees, arising from said employee's operation of the vehicle, be the operation of the vehicle negligent or non-negligent, and further, to assume sole responsibility and liability for any and all consequences of such operation of the vehicle be the employee so furnished by Nantucket Deliverall.

(c) The Customer also represents that there is presently insurance on the vehicle which will provide coverage for any injury, damage or loss arising from said employee's operation of the vehicle. The Customer agrees that Nantucket Deliverall, the Authority and said employee will have the full benefit of that insurance.

(d) The Customer further agrees to waive any right to receive notice of the arrival of the vessel and vehicle at the port of destination, and that the Authority shall be deemed to have tendered delivery of the vehicle to the Customer at the time Nantucket Deliverall so provides the Customer with an employee to operate the vehicle.

(e) In addition to paragraph 2(b), the Customer also agrees that Nantucket Deliverall and the Authority shall not be liable for any injury, damage or loss to the vehicle and/or its contents after the vehicle is driven at the port of destination to a parking area owned or leased by the Authority or any location specified by the customer, even if such injury, damage or loss is caused, in whole or in part, by negligence on the part of Nantucket Deliverall or the Authority, and that the Customer shall indemnify Nantucket Deliverall and the Authority for, and hold it harmless from, any and all claims concerning any such injury damage or loss.

3. This Agreement shall continue in full force and effect until either party notifies the other, in writing, of its desire to terminate the same. Termination of this Agreement shall be effective upon 24 hours after receipt of such written notice, but shall not relieve either party of any liability arising hereunder prior to such termination.

4. Any terms contained in this agreement are severable. If any part of this agreement shall be deemed unenforceable it shall be severed from the agreement without any consequence and the remaining portion of this agreement will continue in full force and effect. Any controversy arising out of this agreement shall be filed only in a court of competent jurisdiction located in Nantucket, Massachusetts.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2006

Woods Hole, Martha's Vineyard and  
Nantucket Steamship Authority

\_\_\_\_\_  
Signature of Customer

By: \_\_\_\_\_  
Terminal Manager/ Agent

By: \_\_\_\_\_

Nantucket Deliverall, Inc. by its  
President

Customer Name (please print) \_\_\_\_\_

Make, model and year of vehicle \_\_\_\_\_

Profile No. \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_