

**To Complete Your Registration as an Intrastate CMSA ProMover
You Must Review and Return this Signed Agreement to CMSA – Retain a Copy for Your Records**

CALIFORNIA MOVING AND STORAGE ASSOCIATION
TERMS AND CONDITIONS FOR USE OF THE
***CMSA ProMover* Logo AND**
PROMOVER MEMBERSHIP AFFIRMATION

The following terms and conditions constitute a legal Agreement between your organization and the California Moving & Storage Association (CMSA) and the American Moving & Storage Association (AMSA). You must completely agree to these terms and conditions before using the CMSA ProMover logo.

To further the common purposes of its Members and to promote ethical principles and practices in the moving and storage industry, CMSA and AMSA use the CMSA ProMover logo to symbolize that its members are required to observe high professional standards and to provide quality service.

Due to the size of our membership, it is necessary that we take measures to protect our logo and to stipulate how it may be used. Unfortunately, when an image like our ProMover logo becomes so widely known that it comes to symbolize not just CMSA and/or AMSA members but also the entire moving industry, it becomes part of the public domain and it loses its protected status. Therefore, it is necessary for us to limit its use to only qualified CMSA members who may only use it in certain ways – and we must take enforcement action against those who use our logo without our permission. Otherwise, anyone could use our logo without restriction, including in ways that may be detrimental to CMSA and/or AMSA and its members.

AMSA owns the rights to all versions of the ProMover logo. In order for AMSA to protect the integrity and impact of the program, we need to maintain control over how the ProMover logo may be used.

TERMS – As part of this agreement, AMSA licenses the ProMover logo to CMSA for use by its qualified members who are in good standing on letterhead, printed promotional material, including “yellow pages” advertising, and member Internet websites; the logo may also be used on uniforms, hats, clothing and other articles customarily used by the industry when purchased from an AMSA approved distributor in the promotion of the program. Members may also apply to AMSA for written permission to license additional products.

CONDITIONS – the CMSA ProMover logo is to be used “as it appears” and is not to be altered without written permission from AMSA. In addition, the user agrees that –

- The user may not alter or remove any trade mark, copyright notice, digital watermarks, or proprietary legend contained in/on the logo. The “Trust your move to a ProMover” slogan is the official slogan of the program; it should be used in conjunction with the Logo whenever possible.

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CONDITIONS (continued):

- When used on any Internet website, the user must enable a hyper-link function so as to link the CMSA ProMover logo to the CMSA www.thecmsa.org website and the user must disable the ability to copy (by right-clicking) the logo to reduce opportunities for unauthorized use of the logo.
- In the event that CMSA and/or AMSA requests the removal of the CMSA ProMover logo, you hereby agree to remove the logo from your Internet website within 48 hours of being notified and from all other promotional items/articles, advertising and printed material at the earliest possible date thereafter but under no circumstances later than thirty (30) days following CMSA's or AMSA's request.
- The user is not permitted to sell, sublicense, assign, transfer or otherwise distribute the logo to any other party.
- The use of the CMSA ProMover logo is limited to the promotion and performance of local and intrastate shipments performed within the State of California. The use of the CMSA ProMover logo in the promotion and performance of interstate shipments is expressly prohibited and is cause for termination from the program.

BEST PRACTICES – Carriers are required to observe the requirements and regulations of the California Public Utilities Commission (CPUC) when dealing with consumers in order to maintain their continued use of the CMSA ProMover logo.

1. ADVERTISING. To communicate with the public through fair and accurate advertisements regarding the services that may be performed and the charges that will be assessed. In addition, carriers must include their ***Cal-T number, as issued by the CPUC, in all advertising (including "yellow pages" and Internet) as required by the CPUC regulations.***

2. INFORM THE CUSTOMER REGARDING LIABILITY FOR LOSS OR DAMAGE TO THEIR GOODS. To provide the customer, prior to the move, with information that explains the extent of liability provided for loss or damage to the customer's goods, the valuation levels available, including any limitations of liability that may be applicable, and the costs associated with any level of increased liability.

3. PROVIDE ESTIMATES OF COST. To provide each customer with an accurate estimate that describes the shipment and an Agreement for Moving Services that includes a Not to Exceed Price of all services requested by the customer.

4. FULFILLMENT OF SERVICE ARRANGEMENTS. To make reasonable efforts to fulfill the arrangements made for servicing a shipment, including the performance of pickup and delivery on the dates shown in the Agreement for Moving Services. To keep customers advised of any service delays and to provide them with information as to when service may be expected to be performed.

5. RESPONSE TO LOSS, DAMAGE AND DELAY CLAIMS. To resolve loss or damage claims in a timely and equitable manner.

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AGREEMENT

I have read and agree to abide by the Terms and Conditions for the use of the CMSA ProMover Logo. I understand that failure to adhere to these terms and conditions may be grounds for removal of my company from the CMSA ProMover Program through the procedures in place for termination without any pro rata refund of any monies already paid to CMSA.

In addition, our organization further agrees, as evidenced by my signature below, that –

- We will make our best efforts to comply with the applicable regulations of the CPUC relating to intrastate household goods transportation,
- We will observe the Code of Ethics of the CMSA and the standards that define a CMSA ProMover; use/display any CMSA/AMSA/ProMover Logo in a professional manner; and take all reasonable measures to keep the use of any ProMover Logo restricted to only recognized and qualified CMSA members,
- We will uphold the terms and conditions of the CMSA By-Laws, including any amendments thereto, and to the payment of annual membership fees as set forth in the articles therein, and
- Our CMSA membership may be suspended, terminated or forfeited for violation of the CMSA By-Laws or engaging in inappropriate conduct that is prejudicial to the moving industry or contrary to the State statutes governing the industry as provided in the CMSA Code of Ethics.

This Agreement shall continue in full force and effect as long as our organization continues to comply with the terms of this Agreement, including any Amendments thereto as may be established by the Board of Directors of the CMSA and/or the AMSA.

I am authorized to enter into this Agreement on behalf of my company.

Name of Company: _____

CAL-T# _____

Principal Executive Sign Here: _____

Printed Name of Principal Executive: _____

Date: _____