

# Summary of the Anytime Moving LLC Arbitration Program

Pursuant to Part 375.211 of the Federal Motor Carrier Safety Administration, carriers are required to provide an arbitration program for individual shippers to resolve disputes about property loss and damage and disputes about whether carrier charges in addition to those collected at delivery must be paid.

## **Entering Arbitration**

If you are an individual shipper of Anytime Moving LLC and would like to request to enter into the Arbitration Program, please complete the attached form on page 2 of this summary and submit to the Arbitrator, as descripted below, in writing, delivered by the United States Postal Service within (10) days of the event or occurrence.

#### Arbitrator

Arbitrator(s) are required to be independent of the parties to the dispute and capable of resolving such disputes, and both parties must ensure the arbitrator is authorized and able to obtain from the carrier or the individual shipper any material or relevant information to carry out a fair and expeditious decision making process.

The Anytime Moving LLC Arbitration Program is Administrated by: Sweeney, Draper, & Christopher PLLC 1320 Stone Bridge Dr. A Ada, Oklahoma 74820

The arbitrator must render a decision within 60 days of receipt of written notification of the dispute, and a decision by an arbitrator may include any remedies appropriate under the circumstances. The arbitrator may extend the 60-day period for a reasonable period if the carrier or the individual shipper fail to provide, in a timely manner, any information the arbitrator reasonably requires to resolve the dispute. If all parties agree, the arbitrator may provide for an oral presentation of a dispute by a party or representative of a party.

#### **Arbitration Procedure Costs**

The carrier must not charge the individual shipper more than one-half of the total cost for instituting the arbitration proceeding against the carrier. In the arbitrator's decision, the arbitrator may determine which party must pay the cost or a portion of the cost of the arbitration proceeding, including the cost of instituting the proceeding. The Anytime Moving LLC Arbitration Program cost is Administrated by the <a href="https://example.com/hourly-rate-of-\$250.00">hourly-rate-of-\$250.00</a> for services rendered provided by the Arbitrator.

## Disclosure of Legal Effects for Using Arbitration

In the event where a dispute may arise with any individual shipper, the individual shipper may request, though not be required to use, the Anytime Moving LLC Arbitration Program as described below to resolve the dispute. Please note: each individual shipper that uses the Anytime Moving Arbitration Program for claims of \$10,000 or less must be binding if the individual shipper requests Arbitration. Furthermore, Arbitration must be binding for claims of more than \$10,000.00, if the individual shipper requests arbitration and the carrier agrees to it.



# Affidavit to Enter into the Arbitration Program of Anytime Moving LLC

, the "Plaintiff", with a principal place	of
address of and _ Anytime Mov	ing
LLC with its principal place of business located at 19031 CR 1567 Apt 3, Ada, Oklahoma 74820, referred to a	s the
"Defendant" enter into an Arbitration Program as follows:	
The parties herewith agree that each shall forego litigation of the dispute and instead submit the dispute to final arbitration under the terms and conditions set forth herein.	1
Both parties agree toSweeney, Draper, & Christopher PLLCof 1320 Stone Bridge Dr A, Ada, Oklah	oma
74820 to act as the Arbitrator(s) and both parties agree that the Arbitrator shall be compensated \$250.00 per h	
time spent settling this dispute.	our or
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This Arbitration shall be governed by the laws of the State of <u>Oklahoma</u> regarding Arbitration.	
Plaintiff's Description of the Dispute:	
This Arbitrator(s) shall issue a decision to resolve the dispute within (60) days of receiving this Affidavit. The Arbitrator may, at its own discretion, extend the decision-making time beyond (60) days if it has not received e information from either party to render a decision.	nough
Signature	
Print:	
Company & Title (if applicable):	
Contact phone:	
Contact email:	
Signed and subscribed before me on thisday of, in the year of	
Notary	Public