



FLORIDA PROMOVER APPLICATION

FLORIDA MOVERS & WAREHOUSEMEN'S ASSOCIATION

Post Office Box 14629, Tallahassee, FL 32317 • (850) 222-6000 OFFICE (850) 222-6002 FAX



PLEASE PRINT CLEARLY

Date: _____

Company Name: _____ Year Established: _____

Street Address: _____ City: _____ Zip: _____

Mailing Address: _____ City: _____ Zip: _____

County: _____ Phone: (____) _____ - _____ Fax #: (____) _____ - _____

Published E-mail Address: _____ Website: _____

QUALIFICATIONS:

- ✓ A satisfactory ("C" rating or better) Better Business Bureau (BBB) status
- ✓ Current membership in good-standing with the Florida Movers & Warehousemen's Association
- ✓ A review of applicant's website reveals no improper use of FMWA or AMSA logos or advertising without proper authority from either the Florida Department of Consumer Services or, in the case of interstate moves, the Federal Motor Carrier Safety Administration. (FMCSA)
- ✓ An Internet search of the company and its principals yielding any **a)** detrimental consumer information (i.e. a pattern of unresolved consumer complaints), **b)** history of violations of consumer protection laws or regulations regarding moving and storage, or **c)** felony convictions of the company, its officers, owners or majority shareholders arising out of consumer protection laws or regulations, is cause for further review to determine the company's eligibility.

ProMover Annual Fee (Check Applicable Fee):

Concurrent FMWA & AMSA Member	\$200.00	_____
FMWA Member Only	\$290.00	_____

The company named above acknowledges that FMWA will conduct an annual review of all ProMover participants' qualifications to continue with the program. If consumer claims and complaints of a Pro-Mover carrier demonstrates a pattern of abuse and/or loss of required operating authority or unsatisfactory BBB ratings, FMWA will conduct reviews on an as needed basis to determine continued participation of the program.

Signature _____ Date _____

Membership effective for the 2013 year. New ProMover carriers activating their membership during the year will have their fees prorated. Application must accompany signed ProMover Membership Affirmation form with payment. Make checks payable to FMWA.

CREDIT CARD INFORMATION:

() Visa () Master Card () Discover

Name on Card: _____ Card #: _____

Exp. Date: _____ Security Code on back of card: _____

Billing Address: _____

Phone: (____) _____ - _____ E-mail Address: _____

Florida Movers & Warehousemen's Association
Terms and Conditions for use of the
Florida ProMover Logo and ProMover Membership Affirmation

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

To further the common purposes of its Members and to promote ethical principles and practices in the moving and storage industry, FMWA and AMSA use the Florida 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 FMWA 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 FMWA 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 ways that may be detrimental to FMWA 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 FMWA 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 Florida 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.
- When used on any internet website, the user must enable a hyper-link function so as to link the Florida ProMover logo to the FMWA website (www.FMWA.org) 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 FMWA and/or AMSA requests the removal of the Florida 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 FMWA'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 Florida ProMover logo is limited to the promotion and performance of local and intrastate shipments performed within the State of Florida. The use of the Florida 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 Florida Department of Consumer Services when dealing with consumers in order to maintain their continued use of the Florida 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 *Florida Mover Registration Number or Florida IM Number, in all advertising (including "yellow pages" and internet) as required by the Florida Department of Consumer Services.*

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.

AGREEMENT

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

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 Department of Consumer Services relating to intrastate household goods transportation.
- We will observe the Code of Ethics of the FMWA and the standards that define a Florida ProMover; use/display any FMWA/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 FMWA members.
- We will uphold the terms and conditions of the FMWA By-Laws, including any amendments thereto, and to the payment of annual membership fees as set forth in the articles therein.
- Our FMWA membership may be suspended, terminated or forfeited for violation of the FMWA 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 FMWA 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 FMWA and/or the AMSA.

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

Company Name: _____

Florida Mover Registration Number/Florida IM Number: _____

Printed Name of Principal Executive: _____

Principal Executive Signature: _____ **Date:** _____