



**BEFORE SCHEDULING WITH LASSKIN EQUINE TRANSPORTATION SERVICES
PLEASE MAKE NOTE OF THE FOLLOWING REQUIREMENTS:**

- ONLY WELL-MANNERED HORSES WILL BE MOVED - NO WILD/FERAL HORSES
- ALL HORSES ON TRANSPORT MUST BE PICKED-UP & DELIVERED TOGETHER
- DRIVERS WILL NOT MANEUVER OVER ROUGH/UNEVEN TERRAIN
- ADEQUATE TURN-AROUND SPACE REQUIRED FOR DRIVER
- MINIMUM FEE OF \$1000.00 TO TRANSPORT

IF ALL OF THE ABOVE REQUIREMENTS ARE MET, PROCEED TO TRANSPORTATION AGREEMENT BELOW. CONTACT LASSKIN EQUINE TRANSPORTATION SERVICES WITH ANY QUESTIONS OR CONCERNS.

THIS TRANSPORTATION AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between **LASSKIN EQUINE TRANSPORTATION SERVICE**, herein referred to as "LETS", an Arizona carrier, and _____, herein referred to as "Owner". LETS accepts Owner's horse(s), described on the attached **HORSE INFORMATION SHEET** for transportation, and the Owner shall agree to the terms and conditions as set forth below.

| TRANSPORTER | HORSE OWNER |
|--|-------------------|
| Lasskin Equine Transportation Services | Owner Name: |
| Coy Johns - Transportation Specialist | Address: |
| Phone: (740) 610-6105 | City, State, Zip: |
| Email: coyjohns@lasskinequine.com | Primary Phone: |
| | Secondary Phone: |

| PICK-UP LOCATION/INFORMATION | DELIVERY LOCATION/INFORMATION |
|------------------------------|-------------------------------|
| Contact Name: | Contact Name: |
| Contact Phone: | Contact Phone: |
| Address: | Address: |

1. **PAYMENT TERMS.** A non-refundable deposit in the amount of \$_____ (50% of the total sum) will be paid to LETS prior to shipment of horse(s). Deposit due upon receipt of contract and is required to reserve transportation. The remaining balance of \$_____ is due in full at time of pick-up of horse(s). Invoices are payable upon receipt. The horse(s) will not be released from LETS possession until all fees, charges, and expenses are paid in full. LETS requires payment in cash, credit card, money order, or cashier's check. Credit card billing information required to be kept on file by LETS.

2. **OTHER CHARGES.** The rate quoted is for delivery and care of the horse(s) in transport. However, surcharges may apply for any of the following:
 - a. Waiting time at a barn for the pick-up or delivery person, will be charged at a rate of **two-hundred and fifty dollars** (\$250.00) per hour after the first **thirty** (30) minutes of waiting. LETS will wait no longer than **ninety** (90) minutes for Owner at the pick-up location. After **ninety** (90) minutes, continued time waiting for Owner is at LETS driver discretion, continued wait time will incur fees at the rate of **two-hundred and fifty dollars** (\$250.00) per hour. In the event Owner does not show for LETS driver, the remaining balance of transportation and all other charges will be due immediately.
 - b. A change of pick-up or delivery location from that originally quoted may be subject to a surcharge after review. All changes to pick-up or delivery location are subject to review and approval by LETS.
 - c. Difficult access roads to pick-up and delivery locations will have a surcharge if not disclosed in the original quote. The surcharge will depend on the difficulty of the road and the additional time incurred to reach the destination.
 - d. A "Hard Loader Fee" of **two-hundred and fifty dollars** (\$250.00) per hour will be applied after the first **thirty** (30) minutes of attempting to load horse(s). In the event that loading horse(s) takes longer than **ninety** (90) minutes continued attempts to load horses will be at LETS driver discretion and will incur fees at the rate of **two-hundred and fifty dollars** (\$250.00) per hour. In the unlikely event that LETS driver and Owner(s) are unable to load horse(s) into the trailer, remaining balance of transportation and all other charges will be due immediately. If more than one horse is set for travel and one is deemed unloadable by LETS driver, remaining horses will be allowed to travel to delivery location. If for any reason the Owner's circumstances do not allow for the horses to be separated, the entire remaining balance of transportation and all other charges will be due immediately.

- e. Any damage to the trailer or equipment caused by Owner's horse(s). LETS will fairly estimate the cost of repairing the damage at delivery and this amount must be paid **PRIOR** to unloading horse(s). If the actual cost is more or less than the estimate, LETS will supply Owner with a written estimate or bill from the repair facility and make an adjustment accordingly. All additional charges for damage will be due immediately.

4. HORSE OWNER AGREES. Owner will make all arrangements for the following and cost thereof for each horse being transported by LETS:

- a. Health Certificate
- b. Negative Coggins (EIA) **Required for interstate travel.**
- c. Halter and Lead Rope
- d. Enough Hay/Feed for Transport

5. INSURANCE OF HORSE(S) IN TRANSPORT. Owner understands and acknowledges that insurance is not provided to the Owner by LETS.

- If Owner maintains insurance for horse(s) traveling with LETS, proof of mortality insurance - including all necessary health papers must be provided to LETS prior to the date of pick-up.
- If the owner elects to not carry horse mortality insurance, Owner assumes **ALL** risks therein, including but not limited to injury, death, illness or disease, physical damage or harm.

6. EMERGENCY AGREEMENTS OF LASSKIN EQUINE TRANSPORTATION SERVICES AND OWNER. In the event the horse(s) require the services of a veterinarian, LETS will immediately attempt to notify the owner. In the event the owner cannot be reached, LETS is hereby authorized, as agent for the owner to call the first available licensed Veterinarian of the LETS driver's choice. All fees charged by said Veterinarian shall be the sole and exclusive responsibility of the Owner, with no liability whatsoever on the Transporter for such fees.

If the Owner is unable to be reached for payment by Veterinarian treating horse(s), any invoices covered by LETS will be due **PRIOR** to unloading horse(s) at delivery location.

If horse(s) traveling with LETS require hospitalization from treating Veterinarian LETS will leave such horse(s) with Veterinarian, and if applicable, continue transport to delivery location of other horses in Owner's reservation.

7. LASSKIN EQUINE TRANSPORTATION SERVICES AGREES. LETS will use due diligence to safely transport, feed and care for the horse(s) in LETS care, but makes no guarantees as to the health or physical condition of the animals upon pick-up, delivery or during transportation. LETS will feed and provide horse(s) with water two times per day (morning and evening).

Horse(s) being transported by LETS will **NOT** have access to food or water while the trailer is in motion.

8. OWNER'S PROPERTY IN TRANSPORT. LETS is able to transport Owner's tack, grooming supplies, horse supplements and other equine equipment. The amount of Owner's property that LETS can transport is subject to amount of space available in trailer and at the discretion of LETS driver. If Owner has questions or concerns about the amount of property that can be transported with LETS, inquiry must be made prior to pick-up. LETS makes no guarantee that there will be enough space for Owner's property in the tack room of the trailer.

LETS shall not be responsible for the theft, loss, or damage of any tack, equipment or other property being transported by LETS. LETS will take necessary precautions to prevent any theft, loss, or damage.

9. RELEASE OF LIABILITY AND INDEMNIFICATION. Owner hereby releases and forever discharges Lasskin Equine Transportation Services (LETS), its agents or employees, from any and all liabilities, claims, demands, and causes of action, which are related to, rise out of, or are in any way connected with the transport of the aforementioned horse(s), including but not limited to the negligent acts or omissions of LETS, its agents or employees. Owner further agrees, promises, and covenants not to sue, assert or otherwise maintain or assert any claim against LETS or its agents or employees, for any injury, death, disease, or damage to the aforementioned horse(s) arising from or in connection with the transport, care or feeding of said horse(s) or from any claims asserted by other third parties. Owner further agrees to indemnify and hold harmless LETS, its agents and employees against all claims, demands and causes of action, including court costs and actual attorney's fees incurred, arising from the death, injury, or property damage caused by the horse in connection with the transport as may be asserted by third parties.

10. FORCE MAJEURE. It is agreed that in the event of a riot, fire, war, Act of God, governmental regulations, or other causes beyond the reasonable control of the parties, which event makes performance under the Agreement impossible, the terms of this Agreement shall be suspended during the period of such event or events, and neither party shall be liable for failure to perform.

11. ENTIRE AGREEMENT AND MODIFICATION. Owner understands that this is the entire Agreement between Lasskin Equine Transportation Services, its agents or employees, and Owner(s), and it supercedes and cannot be modified or changed in any way the representations or statements of any agent or employee of LETS or the Owner. No modification of this agreement and no waiver of its terms shall be valid or binding unless in writing and signed by all the parties hereto.

12. ENFORCEABILITY OF AGREEMENT AND SEVERABILITY. In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

13. APPLICABLE LAW. This Agreement represents the entire agreement between Lasskin Equine Transportation Services (LETS) and Owner. NO other agreements, promises, or

representations, verbal or implied, are included unless specifically stated in this written Agreement. This Agreement is made and entered into the State of **Arizona**, and shall be enforced and interpreted in accordance with the laws of the State of **Arizona**.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, AND AGREE TO BE BOUND BY ITS TERMS IN ITS ENTIRETY.

EXECUTED THIS _____ DAY OF _____, 20____.

PRINTED NAME: _____

SIGNATURE: _____

HORSE INFORMATION

| | |
|-------------------------------|--|
| Name: | |
| Age: | |
| Sex: | |
| Breed: | |
| Color: | |
| Markings: | |
| Hands: | |
| Current Health Issues: | |

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|-------------------------------|--|
| Name: | |
| Age: | |
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| Breed: | |
| Color: | |
| Markings: | |
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