

THIS LEGALLY BINDING AGREEMENT is made in between DIG Transports (hereinafter "Transporter") and the owner estimated in this quote (hereinafter "Client"), the parties herein.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Animal Welfare Act

Transporter adheres strictly to the requirements of Chapter 54 of the Animal Welfare Act (AWA), 7 U.S.C.A. § 2131et seq. A copy of the Animal Welfare Act is available at: <https://www.aphis.usda.gov/aphis/ourfocus/animalwelfare/awa>

2. Emergency Care

The Transporter is authorized to seek veterinary care on behalf of the client should the animal be involved in an accident or fall ill while in the Transporter's care. Should this be necessary, Transporter will make every effort to contact you prior to taking any emergency action. However, if you cannot be reached to have the medical emergency/treatment approved, Transporter will use its discretion to ensure the well-being of your pet. In the event your pet passes away in transit, we will transit to the closest veterinary center for storage. You are responsible for coordinating pickup and/or final disposition of your pet from the veterinarian.

3. Health Certificates & Vaccination Records

Failure to obtain the proper health certificate and other documentation as instructed by the Transporter, may result in the cancellation of your pet's transportation. Copies of the required documents must be provided to Transporter prior to pick up. Client agrees that failure to provide the required documentation at the time of pets travel may result in cancellation of travel and forfeiture of deposits and fees already paid to Transporter.

4. Aggressive Animals

Pursuant to the AWA, Transporter will not transport any pet that requires a muzzle or other restrictive device. Transporter's driver-handlers reserve the right to refuse transport of any pet that displays signs of aggression. Additionally, Transporter will not transport tranquilized or sedated pets. Transporter also reserves the right to refuse to transport any pet should there be a misrepresentation at the time of booking as to the pet's health or behavior.

5. Payment Terms

A deposit of twenty five percent (25%) of the total transport fee or fifty percent (50%) of the total air nanny fee must be received at the time of contracting with Transporter. The remaining balance is due at the time of pick up. Transporter will not accept POD (paid on delivery) for any contract as per the USDA regulations. The Client understands, and agrees, that should payment not be made in full as outlined herein, transport will be rescheduled or cancelled. Should the dates of transportation change, a \$100.00 re-booking fee may be charged by Transporter. Client also understands and agrees that quoted prices are based on description of weight, size, and breed provided to Transporter during scheduling as well as airlines published rates. Airline rates are subject to change until flight booking is confirmed.

6. Scheduling and Transportation

Common Carrier Liability. Client acknowledges and agrees that Transporter shall not be held liable for injuries, illness, or any other occurrence or event that occurs while pet(s) are in the care, custody, or control of a common transportation carrier, including but not limited to airline, train line, bus line, etc. Client also understands and agrees that Transporter shall not be liable for any damage resulting from the unforeseen acts of third parties or independent contractors.

7. Pet Food and Toys

Client agrees to provide ample food for the duration of the transport. This is to be provided in a container or bag that can be properly closed/sealed securely. Client agrees to label food with pets name and feeding instructions. Unless otherwise mutually agreed upon in writing, transporter will accept one (1) small container of pet belongings, no more than 5 lbs., as well as one (1) pet bed for transport, per animal transported. Transporter will provide fresh water and treats unless otherwise advised by client.

8. Photos

The client agrees photos or videos of pets, sent by client or taken when the pet is in custody of the Transporter may be used by the transporter in promotions or social media.

9. Delivery

Transporter will make every reasonable attempt to notify the receiving party of the estimated time of arrival for delivery. If receiver is not available during the specified time the transporter will make reasonable efforts to arrange a suitable delivery time for both parties. If delivery cannot be accepted on the agreed upon time and Transporter must wait there will be a waiting fee of \$35 per hour, or portion thereof, paid at the time of delivery and prior to the handover of the pet.

10. Cancellations

Client agrees that should the relocation be cancelled, for whatever reason, after initiation of this agreement, Client may be charged a cancellation fee. Cancellations made after payment and at least 72 hours before the date of original travel will be charged a \$150.00 cancellation charge, processing fees and any non-refundable charges that have been paid at the time of cancellation. Cancellations made within 72 hours of travel will be charged a \$250.00 cancellation charge, processing fees and any non-refundable charges that have been paid at the time of cancellation.

11. Severance of Contract Provisions

In the event that any one or more of the provisions contained in this agreement shall, for whatever reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. Arbitration

Client and Transporter agree that any dispute arising under this agreement be resolved by binding arbitration in Cabarrus County, NC pursuant to the rules of the American Arbitration Association.

In agreeing to this quote for service I certify and acknowledge that I have had the opportunity to read this agreement, that I understand the same, and that I have voluntarily entered into this agreement fully aware of its terms and conditions.

This quotation may be accepted to form a binding contract upon initial minimum payment to DIG Transports for the items listed in this quote prior to the expiration date. By paying the initial payment you confirm that you have read and understand the conditions above.