

Copper Kettle Ranch, LLC
LETTER OF AUTHORIZATION AND SHIPPING RELEASE

This letter of authorization for shipping and shipping release is made between Copper Kettle Ranch, LLC., , its shareholders, officers, directors, employees, agents, contractors, or assigns (collectively "Copper Kettle Ranch") and the Customer named below ("Customer"), and the parties agree as follows:

The rate quoted is as stated in our Fee Agreement and attached schedule of fees, or is \$_____ for transportation, delivery and for care of the horse delivered for shipping to the location(s) specified by Customer or as follows:_____.

However, surcharges may apply for any of the following: veterinary bills resulting from the need for treatment while en-route; additional tack not listed on the authorization form; a change of location in pickup or deliver; a difficult horse that takes more than 30 minutes to load; delays in loading a horse due to paperwork not being ready, the horse not being ready or the contact person being unavailable; or a difficult access road that was not disclosed to Copper Kettle Ranch, LLC, when the quote was made. **WARNING-UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.**

A deposit of at least 50% of the shipping fee is due in advance of the trip and may be mailed with this completed and signed agreement. Customer will notify Copper Kettle Ranch, LLC, of cancellation at least 72 hours ahead of the scheduled pickup to receive a full refund of the deposit. If cancellation occurs less than 72 hours but more than 24 hours from shipping time a \$50 processing fee applies. If cancellation occurs within 24 hours of shipping time, a fee of 50% of the total shipping fee applies. The balance of the shipping fee may be paid in advance, at pickup or at delivery but, in any event, shall be paid prior to unloading of any horse.

Customer will make all arrangements for the following and assume the costs thereof: Health Certificate; Negative Coggins EIA Test; Brand Inspection Certificate (if applicable); and one bale of hay per horse at pickup. No horse will be picked up that appears to be injured, ill, or with a contagious condition. Injured horses or ill horses without a contagious condition may be transported with written authorization from a licensed veterinarian.

Customer agrees that it is Customer's responsibility to obtain and keep in force sufficient insurance coverage, including but not limited to horse mortality insurance, or elects not to carry horse mortality insurance and, whether or not such insurance, if any, is sufficient, assumes all risks therein (to include but not limited to; injury, illness or disease, physical damage or harm). Customer understands and acknowledges that no insurance is provided to the Customer by Copper Kettle Ranch, LLC. (Shipping, mortality and loss of use insurance are available through various agencies, if you need help securing coverage, please ask.)

Copper Kettle Ranch, LLC, shall be entitled to an agister's lien against the transported horse for the value of services rendered, together with interest at the rate of 18% per annum, together with attorney's fees and costs, and shall be entitled to enforce said lien in accordance with appropriate state laws. Copper Kettle Ranch, LLC, agrees to provide a full refund if a trip must be canceled by Copper Kettle Ranch, LLC, due to hazardous-weather, mechanical difficulties or extenuating circumstances. In the event of cancellation, Copper Kettle Ranch, LLC's, limit of liability shall be a refund of the transportation fees.

Copper Kettle Ranch, LLC, will use ordinary care to transport, feed and care for the shipped horse, but makes no guarantees as to the health or physical condition of the horse upon departure or arrival. Copper Kettle Ranch, LLC, shall not be liable to Customer for any consequential damages or losses, or for any other claim for damages or losses or injury to the shipped horse. Copper Kettle Ranch, LLC, shall not be liable for any claims, damages or losses incurred by Customer, including but not limited to injury to the horse or damage to the equipment shipped. Customer shall immediately reimburse Copper Kettle Ranch, LLC, for all veterinary services, drugs and other medical supplies in the event of an emergency or as Copper Kettle Ranch, LLC, deems necessary for the well-being of the horse.

We pride ourselves on our reputation and 99 percent of all problems can be resolved by communication. Any controversy, dispute, or claim arising out of or relating to our fees, charges, performance of legal services, obligations reflected in this letter, or other aspects of our representation shall be resolved through binding arbitration in Arapahoe County, Colorado in accordance with the rules then in effect of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction thereof. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHT TO BRING AN ACTION IN COURT AND TO A JURY TRIAL.** Customer agrees if anyone makes any claim(s) arising in any way as result of said shipping, Customer agrees to indemnify, defend, and hold harmless Copper Kettle Ranch, LLC, and all those related by this Agreement from any expenses, damages or judgments, including legal expenses and attorney's fees, resulting from such claims.

The parties agree that the terms and conditions stated herein cannot be modified or changed in any way by the representations or statements of Copper Kettle Ranch, LLC, its shareholders, officers, directors, employees, agents, contractors, or assigns, unless the same is in writing signed by both parties.

COPPER KETTLE RANCH, LLC.

Customer _____ Date _____

By: _____ Date _____

Horse's Name _____
Breed _____
Registrations and Numbers _____
Sex _____ Date of Birth _____
Markings _____
Color _____
Brands _____

YOU MUST PROVIDE US WITH YOUR BRAND INSPECTION PERMANENT TRAVEL CARD
WE NEED ONE FORM FOR EACH HORSE YOU OWN OR LEASE.