

Transport Agreement

Transporter:

Horse Owner:

Address: _____

Address: _____

Ph No#

Ph No#

This agreement is made between _____ herein referred to as the Horse Owner and _____ herein referred to as the Transporter.

1. Horse to be Transported:

Name: _____

Age: _____

Sex: _____

Breed: _____

Reg #: _____

Height: _____

Color: _____

Markings:

Brands:

Other Info:

2. Pickup Location/Information:

Contact Name: _____

Number(s): _____; _____

Address: _____

Commencing on or about the _____, day of _____, _____.

3. Delivery Location/Information:

Contact Name: _____

Number(s): _____; _____

Address: _____

Arriving on or about the _____, day of _____, _____.

4. Horse Owner Agrees:

- A. S/he will make all arrangements for the following and assume the costs thereof:
 - a. Health Certificate (Required)
 - b. Negative Coggins (EIA) Test (Required)
 - c. Brand Inspection (*if required*)
 - d. Halter & Lead Rope
 - e. Other: _____

5. Transporter Agrees:

- A. Transporter will use due diligence to safely transport, feed and care for the aforementioned horse(s), but makes no guarantees as to the health or physical condition of the horse(s) upon departure or arrival.
- B. Transporter will provide hay for horse(s) at all times and water breaks every 3-5 hours.

6. Insurance of horse(s) in Transit

Horse Owner understands and acknowledges that insurance is not provided to the Horse Owner by the Transporter. If the Horse Owner elects not to secure insurance, then s/he agrees that s/he assumes all risks, expenses or liabilities associated with the transport, care or feeding of the aforementioned horse(s).

- A. Horse Owner will maintain (and provide proof of – along with all necessary health papers mentioned above in #4A) current horse(s) mortality insurance.

_____ - Horse Owner Initials.

OR

- B. Horse Owner elects not to carry horse(s) mortality insurance and assumes ALL risks therein (to include but not limited to injury, death, illness or disease, physical damage or harm).

_____ - Horse Owner Initials

7. Emergency Agreements of Transporter & Horse Owner

- A. In the event the horse(s) require the services of a veterinarian, the Transporter will immediately attempt to notify the Horse Owner. In the event the Horse Owner cannot be reached, the Transporter is hereby authorized, as agent for the Horse Owner to call the first available licensed Veterinarian of his/her choice. All fees charged by said Veterinarian shall be the sole and exclusive responsibility of the Horse Owner, with no liability whatsoever on the Transporter for such fees.
- B. Horse Owner agrees to reimburse Transporter for all veterinary services, drugs and other medical supplies in the event of an emergency or as the Transporter deems

necessary for the well-being of the aforementioned horse(s). These fees are to be paid in full before the horse(s) are unloaded.

8. Payment Terms

- A. A deposit in the amount of \$_____ (50% of the total sum) U.S. Dollars will be paid to Transporter prior to shipment of said horse(s). Deposit is to be paid to Transporter 7 (seven) business days before the approximate date of pick-up. Deposit may be in the form of personal check, cashier's check or may be made online with credit card or bank check at Transport website via PayPal. Deposit is non-refundable.
- B. The balance in the amount of \$_____ U.S. Dollars is due in full at time of delivery. Balance will be accepted as CASH only, no checks unless prior approved by Transporter. The balance must be paid at pick-up or delivery PRIOR to unloading any horse(s). NO EXCEPTIONS.

9. Consideration

In consideration of the total sum of \$_____ U.S. Dollars for the transport of the aforementioned horse(s) from/to the locations listed above (paragraph's #2 & #3) on the terms and conditions set forth above. Transporter shall be entitled to a lien against the aforementioned horse(s) for the value of services rendered and shall be entitled to enforce said lien in accordance with the appropriate state laws.

10. Other Charges

The rate quoted is for delivery and care of your horse(s). 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 \$20 per hour after the first 30 minutes waiting.
- B. A change of pick-up or delivery location from that quoted may be subject to a surcharge after review.
- C. Difficult access roads to locations will have a surcharge if not disclosed in the original quote. Unpaved roads are hard on the horses, the equipment and must be disclosed PRIOR to trip. There will be a minimum fee of \$25.00 for any unpaved road over a ¼ mile that we must travel on.
- D. A "Hard Loader Fee" of \$20 per hour will be applied after the first 30 minutes of attempted loading or unloading.
- E. Any damage to the trailer or equipment caused by your horse. We will (fairly) estimate the cost of repairing the damage at delivery and this amount must be paid PRIOR to unloading your horse(s). If the actual cost is more or less than that estimate, we will supply you with a written estimate or bill from the repair facility and make an adjustment with you.

11. Release of Liability

Horse Owner hereby voluntarily releases and forever discharges the Transporter from any and all liabilities, claims, demands, actions, or rights of action, which are related to,

rise out of, or are in any way connected with the transport of the aforementioned horse(s). Horse Owner further agrees, promises and covenants not to sue, assert or otherwise maintain or assert any claims against the Transporter 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.

12. Entire Agreement

Horse Owner understands that this is the entire agreement between Horse Owner and the Transporter, its agents or employees, and it supersedes and cannot be modified or changed in any way the representations or statements of any agent or employee of the Transporter or Horse Owner.

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____.

Transporter:

Horse Owner:
