

## HAULING AND TRANSPORTATION AGREEMENT



This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between *Counterra LLC* d.b.a. Cross Creek Equestrian Center (referred to collectively as "Carrier"), and \_\_\_\_\_ ("Owner"). Owner agrees and authorizes the Carrier to ship Owner's equine as described below subject to the following:

A. **Scheduled Hauling Pick-up Date:** \_\_\_\_ / \_\_\_\_ /20\_\_\_\_

***Pick-up Location, Contact Information***

**Name:** \_\_\_\_\_

**Pick-up Street Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing/Home Address:** \_\_\_\_\_

B. **Projected Hauling Delivery Date:** \_\_\_\_ / \_\_\_\_ /20\_\_\_\_

***Drop-Off Location, Contact Information***

**Name:** \_\_\_\_\_

**Drop-Off Street Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing/Home Address:** \_\_\_\_\_

C. **Transportation Cost:** \$\_\_\_\_\_, plus all tolls incurred.

D. **Deposit:** [*Please select one*]

(a) \_\_\_\_ 50% of total transportation cost down (\$\_\_\_\_\_)

(b) \_\_\_\_\_ Specified Amount \$ \_\_\_\_\_

(c) No deposit, payment in full upon delivery

(d) No deposit, payment in full upon due date specified on invoice

*The deposit and signed contract must be received five business days prior to pick-up, unless the request is for emergency service. In which case, the entire amount (100%) is due and payable at the time of pick-up.*

**E. Balance Due: \$ \_\_\_\_\_**

*The balance due must be paid at the time of pick-up prior to loading any equine. Cash or personal check will be accepted.*

**F. Equine Information**

(a) **Name:** \_\_\_\_\_

(b) **Sex:** Please check one

\_\_\_\_\_ Mare

\_\_\_\_\_ Filly

\_\_\_\_\_ Colt

\_\_\_\_\_ Stallion

\_\_\_\_\_ Gelding

\_\_\_\_\_ In utero/pregnant mare

(c) **Age/Foaling year :** \_\_\_\_\_

(d) **Coat Pattern/Color:**

(e) **Markings:**

(f) Please check one: \_\_\_\_\_ Breed Registry \_\_\_\_\_

Reg. Name: \_\_\_\_\_

\_\_\_\_\_ Grade

(g) \_\_\_\_\_ Shod \_\_\_\_\_ Barefoot

(h) Last date of trailer transportation for this equine: \_\_\_\_\_

(i) Please detail any medications and/or medical conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(j) Please detail any tack, feed, or other personal items to be transported with the equine:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. **Cancellation:** Carrier reserves the right to cancel for any reason, including but not limited to weather, illness, road safety, any "Act Of God" which creates a condition that Carrier deems dangerous for transporting Owner's equine(s). Should Carrier need to cancel for any reasons unrelated to the Owner, Owner will be refunded the deposit in full.

**If Owner or drop off point presents a condition Carrier deems dangerous for transporting, loading, or unloading**— including but not limited to: road conditions on the pick-up property, lack of access to the equine, failure to load the equine for transportation within a reasonable time period of \_\_\_\_\_ minutes within initiation of loading procedure, failure to provide an equine in health condition suitable for traveling, a failure to provide documentation required to in-state/interstate transportation—**the deposit is not refundable.**

Should owner choose to cancel a transportation date and time scheduled and secured with deposit, the deposit will be refunded with **written notice to Carrier, 48 hours prior to pick-up**, by email, with confirmation of receipt to [crosscreekeq1@outlook.com](mailto:crosscreekeq1@outlook.com). Otherwise, the deposit is not refundable.

H. **Indemnification and Release of Liability:** The Owner releases the Carrier from all liability and fully indemnifies the Carrier, and the Carrier's agents, from any and all liability for all but willful and wanton gross negligence on the part of the Carrier. The Owner further agrees to indemnify and hold harmless the Carrier, and the Carrier's agents, against all claims, demands and causes of action, including court costs and actual attorneys' fees incurred, arising from any death, injury, or property damage caused by the Owner's equine(s) in connection with the shipping services provided by Carrier or other acts related to the shipping services as caused by third parties present at pickup, drop off, or while en route.

I. **Terms and Conditions of Transportation:**

- (a) The equine(s) shall be in a healthy condition, free from contagious, infectious or transmissible disease unless the equine is being shipped to a veterinarian facility on an emergency basis. The Owner is responsible for providing all health certificates required for shipping at the request of the Carrier. These documents may include a current negative Coggins, a veterinarian's health certificate, and/or a copy of the registration papers both sides, among others.
- (b) Carrier shall have the right to refuse loading and shipping the Owner's equine(s) should Carrier deem the equine(s) presents a danger to the Carrier or other equine(s) and is therefore a danger to transport.
- (c) The Owner is responsible for providing a halter and rope for each horse at pickup; shipping boots/wraps/helmet are optional.
- (d) Additional personal items for transportation along with the equine (i.e. tack, feed bags, blankets, sheets)
- (e) The Carrier shall exercise ordinary care in the transportation and supervision of the equine(s), without willful and wanton gross negligence;

- (f) The Owner agrees that the Carrier, or the Carrier's agents, are not liable for death, sickness, injury and/or accident, including damages caused by the equine, to himself, caused to other equines, or third parties, unless such was caused by the willful and wanton gross negligence of the Carrier. In such event, the Carrier shall be liable only to the extent of the actual damages and in no event to an amount greater than the fair market value of the equine(s), not to exceed \$15,000 total.
- (g) The Owner is responsible for any damaged caused by his or her equine(s). In the event of damage to the Carrier's property, the Carrier shall have the cost of repairing the damage estimated and will invoice the Owner for payment.
- (h) The Owner is responsible for maintaining any and all insurance on Owner's equine(s) and personal property transported during pick up/drop off/shipment, as well as any insurance upon real property and/or structures damaged during pickup/drop off/shipment. It is agreed and understood that insurance is not provided to the Owner by the Carrier, and Carrier strongly recommends that the Owner carry full liability and/or medical/mortality insurance on any equine(s) being shipped. If the Owner does not carry insurance; the Owner assumes full responsibilities for the loss of the equine(s) should any loss (death or injury) occur.
- (i) Carrier will provide the equine(s) with reasonable hay and water as during shipping, unless otherwise provided by the Owner. Carrier is not liable for any consequences to the equine related to the provided hay, water, etc. except as is caused by willful and wanton gross negligence of the Carrier.
- (j) Carrier will immediately notify the Owner should the equine(s) require veterinarian services during the shipping. In the event the Owner cannot be reached, the Carrier will contact the closest local licensed veterinarian. The Owner agrees to reimburse Carrier or directly compensate the servicing veterinarian for all veterinary services, medications or other supplies required for the emergency treatment as reasonably determined by the Carrier and veterinarian for the health and well-being of the equine(s). Carrier shall have no liability for any such veterinarian services, related costs, or the outcome of such attempted care. The Carrier shall have lien rights against the shipped equines(s) for the value of the veterinarian services and costs advanced by the Carrier and shall be entitled to enforce said lien as provided by the laws of the State of Ohio.
- (k) A \$50 fee will be charged for any returned checks.
- (l) This Contract is non-assignable and non-transferable. It is entered into in the State of Ohio and shall be interpreted and enforced under the laws of that state.

- (m) Should either party breach this Contract, the breaching party as determined by the court, shall be responsible for the other's party's court costs and attorney's fees related to such breach.
- (n) This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract.

**THE UNDERSIGNED IS 18 YEARS OR OLDER AND HAS READ THIS ENTIRE CONTRACT AND AGREES TO THE TERMS THEREIN:**

Owner or Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_