

4. Horse Owner/Agent Agrees:

Not to transport any horse Transporter knows to be or believes to be ill with a contagious condition and acknowledges that no horse will be picked up that appears to be ill with a contagious condition. Injured horses or ill horses without a contagious condition may be transported with written authorization from a licensed veterinarian.

5. Transporter Agrees:

A. To use due diligence to safely transport, feed and care for the Horse(s), but makes no guarantees as to the health or physical condition of the Horse(s) upon departure or arrival.

B. To provide Horse(s) with water breaks every 3-5 hours.

6. Insurance of Horse In Transit:

Horse Owner/Agent understands and acknowledges that insurance is not provided to the Horse Owner/Agent by the Transporter. If the Horse Owner/Agent 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 Horse(s).

A. Horse Owner/Agent will maintain (and provide proof of – along with all necessary health papers mentioned in #4A above) current mortality insurance for each Horse.

_____ -Horse Owner/Agent Initials.

OR

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

_____ - Horse Owner/Agent Initials

7. Payment Terms:

Payment in the amount of \$_____ U.S. Dollars is due in full at time of pick-up, and will be accepted as cash or credit/debit card (4% surcharge), no checks unless previously approved by Transporter.

8. Consideration:

In consideration of the total sum of \$_____ U.S. Dollars for the transport of the Horse(s) from/to the locations listed in #2 and #3, and on the terms and conditions set forth above.

9. Other Charges:

The rate quoted is for delivery and care of the Horse(s). However, surcharges may apply for any of the following:

A. Any tack or other equipment Transporter agrees to ship for Horse Owner/Agent that has not been disclosed (and additional charges agreed upon) prior to pick up.

B. Waiting time at a barn for the pick-up or delivery person will be charged at a rate of \$40 per hour after the first 30 minutes waiting.

C. A change of pick-up or delivery location from that quoted may be subject to a surcharge after review.

D. 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.

E. A “Hard Loader Fee” of \$40 per hour will be applied after the first 30 minutes of attempted loading or unloading.

F. Any damage to the trailer or equipment caused by the Horse. We will (fairly) estimate the cost of repairing the damage at delivery and this amount must be paid PRIOR to unloading the 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.

10. Release of Liability:

Horse Owner/Agent 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 Horse(s). Horse Owner/Agent 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 Horse(s) arising from or in connection with the transport, care or feeding of the Horse(s) or from any claims asserted by other third parties.

11. Entire Agreement:

This Agreement shall bind and inure to the benefit of the parties and their respective principals, employees, agents, heirs, successors and permitted assigns. The parties agree that the terms and conditions stated herein set forth the entire agreement between Transporter and Horse Owner/Agent, its agent or employees, and that it supersedes and cannot be modified or changed in any way by the representations or statements of any employee or agent of the Transporter or Horse Owner/Agent.

12. Termination of Agreement:

This Agreement shall terminate upon the delivery of the Horse(s) and receipt by Transporter of payment in full.

13. Applicable Law:

The laws of the State of Arizona shall apply, except as Federal law or regulations may conflict, in which case the latter shall take precedence with regard to the terms of this Agreement.

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/Agent:

George Ruth
(Print Name)

(Print Name)