

Transport Agreement

This agreement for the transport of horse(s) is made and entered into this ____ day of _____, _____, by and between:

Owner of horse(s)

(Complete Address)

_____, (Telephone number) hereinafter designated as "Owner", and **Elite Horse Transport, LLC**, 135 Holladay Lane, Waco, Kentucky 40385, hereinafter designated as "Transporter".

I. This agreement covers the transport of:

_____ (horses name)

_____ (sex) _____ (age) _____ (color) _____ (breed)

_____ (reg. no.) _____ (markings/brands)

Shipping from: _____ (pick-up)

Shipping to: _____ (destination)

commencing on or about the ____ day of _____, ____ and arriving on or about the ____ day of _____, _____

II. The owner agrees:

A. He/she will make all arrangements for the following and assume the costs thereof-
Health Certificate (If Required)

- Brand Inspection (If Required)
- Negative Coggins (EIA) Test (Required)
- Halter and lead rope (Required) Shipping boots (optional)
- One bale of hay per horse (Required) so we can keep his / her diet the same.

Other arrangements: _____

Select stall size desired:

Single stall32" wide -- Horse must be tied

Stall and a half.....48" wide -- Horse must be tied

Full size box stall..... 8' wide -- Horse does not need to be tied. A MUST for mares and foals.

B. Owner will maintain (and provide proof of, if requested) current horse mortality insurance,

_____ (Owners initials)

OR

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

_____ (Owner's initials)

D. Owner will (1) pay the Transporter the sum of \$_____ U.S. Dollars for the transport of the aforementioned horse(s) from/to the locations indicated above; and (2) 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).

E. Transporter shall be entitled to a lien against the transported horse(s) for the value of the services rendered and shall be entitled to enforce said lien in accordance with appropriate state laws.

F. A deposit of at least 50% of the shipping fee must be received in advance to reserve your stalls. This should arrive at our office at least 7 days prior to the trips departure date. We accept cash, money orders, certified checks, cashiers checks, business or personal checks and wire transfers. Deposit checks must clear our bank before the trips departure date. The balance must be paid at pick-up or at delivery PRIOR to unloading any horses. No exceptions to this. Only Cash or a cashiers check will be accepted.

Other Charges: The rate you are quoted is for door to door delivery and care of your horse(s). However; surcharges may apply for any of the following:

Different size stalls, if not in the original quote, are available for a surcharge. The amount depends on the shipment location. Box stalls are required for mares with foals and foals or weanlings.

A reasonable amount of tack is included in the shipping charges. Additional tack can be shipped for a nominal fee, based on availability.

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

Waiting time at a barn for the pick-up or delivery person will be charged at a rate of \$50 per hour after the first 30 minutes of waiting.

Difficult access roads to locations will have a surcharge if not disclosed in the original quote. The surcharge will depend on the difficulty of the road and the additional time required to reach the location. Unpaved roads are hard on the horses, the equipment and must be disclosed PRIOR to the trip. There will be a minimum fee of \$25.00 for any unpaved road over 1/4 mile that we must travel on.

A "hard loader fee" of \$50 per hour will be applied after the first 30 minutes of attempted loading or unloading.

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, we will supply you with the written estimate or bill from the repair facility and make an adjustment with you.

A fee of \$75 will be applied for any returned checks.

Cancellations more than 72 hours prior to the scheduled departure from our base of Bealeton, VA - \$50 processing fee.

Less than 72 hours but more than 24 hours of the scheduled departure from our base of Bealeton, VA - 25% of the total shipping fee.

Within 24 hours of the scheduled departure from our base of Bealeton, VA - 50% of the total shipping fee.

III. The 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 use due diligence to safely transport, feed and care for the aforementioned horse(s) in a good and husbandlike manner; feeding the horse(s) as follows:

Check all that apply: Hay _____ (One bale supplied by owner per horse)

Morning _____ Noon _____ Night _____

Shavings will be provided by the Transporter.

IV. In the event the horse(s) require the services of a veterinarian, the Transporter will immediately notify the Owner. In the event the Owner cannot be reached, the Transporter is hereby authorized, as agent for the Owner, to call the first available licensed Veterinarian of his choice. All fees charged by said Veterinarian shall be the sole and exclusive responsibility of the Owner, with no liability whatsoever on the transporter for such fees.

RELEASE:

Owner hereby voluntarily releases and forever discharges the Transporter and it's agent from any and all liabilities, claims, demands, actions or rights of actions, which are related to, rise out of, or are in any way connected with the transport of the aforementioned horse(s), including, but not limited to the negligent acts or omissions of the Transporter, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to the aforementioned horse(s) including all third party claims. Owner further agrees, promises and covenants not to sue, assert or otherwise maintain or assert any claims against the Transporter or it's 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.

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

Owner hereby holds harmless Elite Horse Transport, LLC for any liability that would incur for property damage or bodily injury to any horse(s) and/or owners/passengers while loading, transporting, unloading or handling the aforementioned horse(s).

ENTIRE AGREEMENT:

Owner understands that this is the entire agreement between the 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 employee or agent of the Transporter or 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

(Owner)

(Transporter)

(Date)

Delivery Verification

I do hereby verify that the horse(s) listed above has/have been safely delivered to me.

(Print Name)

(Date)

(Signature)

**James P. Welsh - Elite Horse Transport, LLC -
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