

A Horseman Haul'in Horses

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)

_____ (Phone Number) herein after designated as "Owner".

And A Horseman Haul'in Horses, LLC, PO Box 738 Keyport Wa. 98345, hereinafter designated as "Transporter".

I. This agreement covers the transport of:

_____ (horses name)

_____ (Sex) _____ (Age) _____ (color) _____ (breed)

_____ (reg. number)

_____ (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 cost thereof:
1. Health Certificate (if Required)
 2. Brand inspection (if Required)
 3. Negative Coggins (EIA) test (Required)
 4. Halter and leadrope (Required) shipping boots (Optional)
 5. Hay for days of transport (Required) so we can keep horses(s) diet consistent
 6. Other arrangements:_____
 7. Select stall size desired:
() Single stallHorse must be tied
() Box stall....A must for mare and foal
- 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)._____owners 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 will 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 least 7 days prior to departure date. We accept cash, money order, certified checks, cashiers check, business or personal check, credit and debit cards. The balance must be paid at pick-up or at delivery PRIOR to unloading any horses. No exceptions to this. ONLY CASH, CASHIERS CHECK, CREDIT OR DEBIT CARDS WILL BE ACCEPTED.

Other Charges:

- 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 pick-up or delivery person rate is \$25.00 per hour after the first 30 minutes upon arrival.
- Difficult access roads to locations will have an additional fee if not disclosed during original quote. Unpaved roads are hard on horses, the equipment and must be disclosed prior to the trip. There will be a minimum fee of \$50.00 for any unpaved difficult road over ¼ mile that must be traveled on.

-A "Difficult/Hard loader fee" of \$50.00 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 will be (fairly) estimated at delivery and this amount must be paid Prior to unloading your horse(s). If the actual cost is more or less than estimated we will supply you with a written bill or estimate from the repair facility and an adjustment with you.

-A \$75.00 fee will be charged for returned checks.

CANCELLATIONS

-More than 72 hours prior to the scheduled departure date. A \$75.00 processing fee will be applied.

-Less than 72 hours but more than 24 hours of scheduled departure \$75.00 processing fee plus 25% of the total shipping fee will be applied.

-Within 24 hours \$75.00 processing fee plus 50% of total shipping fee will be applied.

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:

Hay provided by owner: Morning_____ Noon_____ Night_____.

Shavings will be provided by 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 discharged the Transporter from any and all liabilities, claims, demands, actions or right of actions, which are related to, rise out of, or are in anyway connected with the transport of the aforementioned horse(s), including, but not limited to acts or omissions of the Transporter and all other 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, 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 A Horseman Haul'in Horses, LLC for any liability that would incur for property damage or bodily injury to any horse(s) and or any 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 and it supersedes and cannot be modified or changed in anyway 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

Rod Troyer

Transporter

Date: _____

Delivery Verification:

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

Printed Name

Signature

Date: _____

Rod Troyer-A Horseman Haul'in Horses LLC (360) 265-3798 CP

US DOT# 3329209
MC# 1061025

