

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 Prairiecreek Quarter Horses - Rt. 1 Box 116-1, Sallisaw Oklahoma, 74955
Phone: (918) 774-0077 hereinafter designated as "Transporter".

I. This agreement covers the transport of: _____ (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:

1. Health Certificate (Required)
2. Brand Inspection (If required)
3. Negative Coggins (EIA) Test (Required)
4. Halter and lead rope (Required) Shipping boots (optional)
5. Other arrangements: _____

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 not 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 listed 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 services rendered and shall be entitled to enforce said lien in accordance with the appropriate state laws.

F. The entire balance will be due at the time of delivery. We accept Cash only, No checks unless prior approval. The balance must be paid at pick-up or delivery PRIOR to unloading any horses. NO EXCEPTIONS.

Other Charges:

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

- * 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.
- * A change of pick-up or delivery location from that quoted may be subject to a surcharge after review.
- * 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.
- * A “hard loader fee” of \$20 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 a written estimate or bill from the repair facility and make an adjustment with you.

* Cancellations - Within 24 hours of the scheduled departure time from our Sallisaw, OK base - 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 husband-like manner; feeding the horse(s) as follows:

* Hay in front of animals at all times and water breaks every three to five hours.

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/her 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 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). 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.

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).

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)