



**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) or legal agent.

\_\_\_\_\_ (Complete Address)

\_\_\_\_\_, (Telephone number) hereinafter designated as "Owner", and **Thunderhorse Ranch Inc.** hereinafter designated as "Transporter".

1. This agreement covers the transport of:

\_\_\_\_\_ (name)

\_\_\_\_\_ (sex) \_\_\_\_\_ (age) \_\_\_\_\_ (color) \_\_\_\_\_ (breed)

\_\_\_\_\_ (reg. no.) \_\_\_\_\_ (markings/brands)

2. . This agreement covers the transport of:

\_\_\_\_\_ (name)

\_\_\_\_\_ (sex) \_\_\_\_\_ (age) \_\_\_\_\_ (color) \_\_\_\_\_ (breed)

\_\_\_\_\_ (reg. no.) \_\_\_\_\_ (markings/brands)

3. . This agreement covers the transport of:

\_\_\_\_\_ (name)

\_\_\_\_\_ (sex) \_\_\_\_\_ (age) \_\_\_\_\_ (color) \_\_\_\_\_ (breed)

\_\_\_\_\_ (reg. no.) \_\_\_\_\_ (markings/brands)

**Destination:**

**Shipping from:**

\_\_\_\_\_ Address \_\_\_\_\_

Contact: \_\_\_\_\_ Tel: \_\_\_\_\_

**Shipping**

**to** \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Tel: \_\_\_\_\_

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 ( if Required)
2. Brand Inspection (If required)
3. Negative Coggins (EIA) Test ( if Required)
4. Copy of Bill of sale, Registration Document and all heath papers.
5. Halter and lead rope (Required) Shipping boots (optional)
6. One bale of hay per horse (Required) so we can keep his / her diet the same.
7. Brokerage ( if required)
8. Other arrangements: \_\_\_\_\_  
\_\_\_\_\_
9. Select stall size desired: \_\_\_\_\_  
\_\_\_\_\_

B. Owner will maintain current horse mortality insurance, \_\_\_\_\_(Owners initials) **or** 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 )

## **Fees**

Owner will (1) pay the Transporter the sum of \$\_\_\_\_\_ U.S. Dollars / Canadian plus applicable taxes, 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).

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, Visa, Mastercard, Amex and wire transfers.

The balance must be paid at pick-up or at delivery PRIOR to unloading any horses. No exceptions to this. Only Cash, Visa, Mastercard, Amex will be accepted.

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 and Provincial laws.

## **Other Charges:**

The quoted rate is for door to door delivery and care of your horse(s), unless otherwise specified. 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 \$50 per hour after the first 30 minutes of waiting.
- 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 that need to lie down during the trip.
- A change of pick-up or delivery location from that quoted may be subject to a surcharge of \$1.25 per mile.
- A "hard loader fee" of \$50 per hour will be applied after the first 30 minutes of attempted loading or unloading.

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- Less than 1 week prior to the scheduled departure, \$50 processing fee per horse
- Less than 72 hours but more than 24 hours of the scheduled departure from our base - 25% of the total shipping fee.
- Within 24 hours of the scheduled departure 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.

**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:**

In accordance to the laws of British Columbia, Canada:

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 Thunderhorse Ranch Inc. 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)

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**Delivery Verification**

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Thunderhorse Ranch Inc, P.O. Box 53

Dewdney B.C. Canada V0M 1H0 604-820-9188 Ranch

