

HORSE & HAY TRANSPORT INC.



TRANSPORT AGREEMENT

Horse & Hay Transport Inc. 296 Ritchie Avenue Quesnel, BC V2J 3K9 250-991-1353 (Cell.) 250-992-7379 (Home)	Horse Owner: _____ Address: _____ _____ Phone #: _____
---	---

This agreement is made between _____ herein referred to as the Horse Owner and Horse & Hay Transport Inc. herein referred to as the Transporter.

1. Horse(s) to be Transported:

Name(s): _____
Age(s): _____ Sex: _____
Breed(s): _____ Reg. #: _____
Height(s): _____ hh
Colour(s): _____
Markings: _____
Brands: _____
Other Info: _____

2. Pickup Location/Information:

Contact Name, if different from Horse Owner: _____
Address: _____
Telephone #: _____ Date of Pickup: _____

3. Delivery Location/Information:

Contact Name, if different from Horse Owner: _____
Address: _____
Telephone #: _____ Date of Delivery: _____

4. **The Horse Owner Agrees:**

- A. S/he will make all arrangements for the following and assume the costs thereof:
 - 1. Health Certificate (if required)
 - 2. Negative Coggins (EIA) Test (if required)
 - 3. Brand Inspection (if required)
 - 4. Halter & Lead Rope
 - 5. Shipping Boots (optional)
 - 6. Other: _____

5. **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 provide filled hay nets for horse(s) for free feeding at all times and water breaks every 3-5 hours.
- C. The Transporter will provide shavings for travel over longer distances.

6. **Insurance of Horse(s) in Transit:**

Horse owner understands and acknowledges that insurance is not provided to the Horse Owner by the Transporter, with the following exception:-

Horse & Hay Transport Inc. provides Care, Custody & Control Insurance for your horse(s) while it/they are in the Company's care. This insurance only provides coverage if the Transporter is found legally negligent and the lack of care results in a fatality.

If you wish insurance for all liability or eventualities, for example, your horse suffers a fatal heart attack or colic while under the care of the Transporter, you must purchase your own insurance coverage.

7. **Emergency Agreements of Transporter & Horse Owner:**

- A. **In the event the horse(s) require the services of a veterinarian, the Transporter will immediately attempt to notify the Horse Owner.** In the event the Horse Owner cannot be reached, the Transporter is hereby authorized, as agent for the Horse Owner, to call the first available licenced Veterinarian of his/her choice. All fees charged by said Veterinarian shall be the sole and exclusive responsibility of the Horse Owner, with no liability whatsoever on the Transporter for such fees.
- B. In the event the Horse Owner is unable to be reached by the Veterinarian for payment for services rendered, the Horse Owner agrees to reimburse the Transporter for all veterinary services, drugs and other supplies in the event of an emergency or as the Transporter deems necessary for the well-being of the aforementioned horse(s). These fees are to be paid in full before the horse(s) are unloaded.

8. Payment Terms:

- A. A deposit in the amount of Cdn. \$_____ (50% of the total sum & includes GST) will be paid to the Transporter upon booking to reserve and hold a spot on the trailer. Deposit may be made in the form of an Interac eTransfer preferably, or in cash.
- B. The 50% balance in the amount of Cdn. \$_____ (including GST) is due in full the day **prior** to pick up. Balance will be accepted as an Interac eTransfer or Cash only - **NO EXCEPTIONS.**

9. Consideration:

In consideration of the sum of Cdn. \$_____ + \$_____ GST (totalling \$_____) for the transport of the aforementioned horse(s) from/to the locations listed above (paragraphs 2 & 3) on the terms and conditions set forth above.

The Transporter shall be entitled to a lien against the aforementioned horse(s) for the value of services rendered and shall be entitled to enforce said lien in accordance with the appropriate Federal/Provincial laws.

10. Other Charges:

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

- A. Waiting time at a barn or veterinary office for the pick-up or delivery person will be charged at a rate of \$25.00 per hour after the first 30 minutes waiting.
- B. A change of pick-up or delivery location from that quoted may be subject to a surcharge or a lowered price quote after review of the changed mileage and/or time necessary.
- C. Difficult access roads to locations will have a surcharge applied if not disclosed prior to a price quote being given by the Transporter. Unpaved roads are hard on the horses and the equipment and must be disclosed **PRIOR** to the trip.
- D. A “Hard Loader” fee of \$85.00 per hour will be applied after the first 30 minutes of attempted loading or unloading.
- E. 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 estimate, we will supply you with a written estimate or invoice from the repair facility and make an adjustment with you.
- F. Box stalls are required for mares with foals or foals or weanlings.
- G. A reasonable amount of tack is included in the shipping charges.
- H. If a layover fee is required, the amount will be to the owner’s cost.

11. Release of Liability:

The Horse 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, arise out of, or are in any way connected with the transport of the aforementioned horse(s). The Horse 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 and feeding of said horse(s) or from any claims asserted by other third parties.

12. Entire Agreement:

The Horse Owner understands that this is the entire agreement between the Horse Owner and the Transporter, its agents or employees, and supersedes and cannot be modified or changed in any way the representations or statements of any agent or employee of the Transporter or Horse 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 ENTIRITY. THIS CONTRACT MUST BE SIGNED & RETURNED PRIOR TO TRANSPORT.

Date Executed _____

Transporter: Horse & Hay Transport Inc.

Horse Owner:



Signature

Signature

**Michael Raftery – Horse & Hay Transport Inc.
Cell: (250) 991-1353 Home: (250) 992-7379**