

## Equine Transport Agreement

Between

**MJ MILLAR RANCH INC.**  
(Transporter)

- And -

\_\_\_\_\_  
Name of Owner/Agent/Shipper (Customer)

The parties above have entered into an Agreement for the provision of equine transportation services to be provided to the Customer, by the Transporter, on the following terms and conditions:

**Ownership:**

The Customer warrants that he owns the horse(s) or acts as agent/representative for the owner.

**Standard of Care:**

Care provided will be in accordance to regulations outlined by USDA and Agriculture Canada, governing the safe transport of horses. The Transporter will use reasonable efforts in accordance with industry standards to safely transport, feed, and care for the shipped horse(s), but makes no guarantees as to the health or physical condition of the horse(s) upon departure or arrival. The transporter will make commercially reasonable efforts to deliver the horse(s) at or about the projected delivery date, but is not responsible for delays due to inclement weather, road closures, mechanical failures or other acts not reasonably with the Transporter's control.

**Liability:**

The horse(s) are received, carried, and discharged at the sole risk of the Customer, and the Transporter shall not be liable for any loss or damage thereto. The Customer further hereby releases and discharges the Transporter, its agents, representatives and employees, from all claims of any injury or loss whatsoever arising out of or in any way pertaining to injury or death which may result from any events occurring while transporting the horse(s).

**Emergency Care:**

If medical treatment for a horse is required, the Transporter will notify the Customer, but in the event that the Customer is not available, the Transporter has the authority to secure emergency veterinary care. The Customer authorizes the Transporter to make such emergency care arrangements as deemed necessary for the well-being of the horse(s), and authorizes billing of such veterinary services to the Customer.

**Insurance:**

The Customer shall have, in full force and effect, insurance that shall cover any and all perils and losses, Which could occur, either directly or indirectly, during the term of this Agreement. If the insurance policy lapses, or if the Customer fails to insure the horse(s), then the Transporter and/or its agents are absolved and excused of all liability for the horse(s) transported.

**Fees:**

The rate quoted is for stated delivery of the horse(s). Surcharges may apply for, but are not limited to, export expenses; veterinary bills resulting from the need for treatment while en-route; and expenses such as feed and board of horse(s) and reasonable accommodations, meals and wage of the Transporter's driver(s) incurred while delayed because of, but not limited to, inclement weather and road closures. A surcharge will also apply if there is a lengthy delay at the point of pickup/delivery caused by absence of a responsible person; and inaccessible or improper loading/unloading facilities or roads not disclosed to Transporter when the quote was made. An administration fee of \$25.00 U.S. will be charged for paperwork associated with Canada/U.S. border crossing.

**Deposit and Payment:**

A non-refundable deposit of at least 25% of the shipping fee is due in advance and must be forwarded to the Transporter in an expedited manner along with this Equine Transportation Agreement. In the event that the Customer cancels and re-books, a 10% re-booking fee will be charged. The balance of the shipping fee must be paid prior to pickup. Other surcharges incurred during transport of the horse(s) must be paid prior to delivery.

The Transporter will accept the following methods of payment:

- Visa
- Mastercard
- Pay Pal
- Personal Cheque (if received one week prior to pickup)
- Bank Draft (U.S. Customers)
- Money Order (Canadian Customers)
- Money Transfer (Customer's Choice of U.S. or Canadian account)

**Right to Lien:**

The Transporter has the right to place a lien against the transported horse(s) for the value of services rendered and shall be entitled to enforce such lien in accordance with appropriate state or provincial laws.

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between these two parties:

**MJ Millar Ranch Inc.**

Box 289  
 Lundar, Manitoba  
 Canada R0C 1Y0  
 Barn and Fax # (204)762-6001  
 Cell: (204)739-3592  
 Text Message: 2047393592@text.mtsmobility.com  
 E-Mail: mjmillarranch@explornet.com

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Number(s)

\_\_\_\_\_  
Signature of Customer

