

WILFONG EQUINE SERVICES, LLC

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EQUINE TRANSPORTATION AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between Wilfong Equine Services, LLC ("Transporter"), and _____ ("Shipper").

PURPOSE

- A. Transporter is in the business of transporting equines for a fee subject to the terms and conditions described herein.
- B. Shipper desires to hire and agrees to pay Transporter to provide equine transportation services for the horse(s) and/or pony(ies) described herein subject to the terms and conditions described herein.

TERMS

HORSE DESCRIPTION, OWNERSHIP WARRANTY, AND STATEMENT OF CONDITION: Shipper hereby warrants that Shipper is the lawful owner, or authorized agent of the lawful owner, of the horse(s)/pony(ies) (collectively, "Horse") identified on **Exhibit A**, attached hereto and incorporated in by reference. Shipper further warrants that such Horse is free from any and all liens and encumbrances, and, as of the date of this Agreement, Horse is in good physical condition, current on all required vaccinations, and free from any and all communicable diseases, allergies, sensitivities or other medical conditions, *except* as described herein: _____

Shipper further warrants Horse has good ground manners (i.e., leads safely, does not bite, kick or strike), ties safely (i.e., does not pull back when tied), is free from any adverse conditions that might impact Horse, other horses, and/or drivers during transport (i.e., blindness, claustrophobia, in heat, etc.) and loads, travels, and unloads in a safe manner, *except* as described herein: _____

Transporter reserves the right to refuse transportation service to any horse that, in Transporter's sole discretion, appears to be ill, diseased, or otherwise in poor health, or is unreasonably dangerous. Transporter also reserves the right to sedate Horse and/or call a veterinarian to sedate Horse if, in Transporter's sole discretion, Horse becomes unsettled or unsafe during transport. Shipper will be liable for any and all expenses incurred.

CONSIDERATION: As consideration for Transporter's transportation of the Horse(s) identified in **Exhibit A**, attached hereto and incorporated herein, from the location identified in Exhibit B, attached hereto and incorporated herein, to the location identified in **Exhibit C**, together with any and all reasonably necessary tack and equipment, Shipper shall pay Transporter:

- The sum of \$_____ ("Transportation Fee") as follows: (a) a thirty-percent (30%) non-refundable deposit due at time of booking Transporter's services; and (b) seventy-percent (70%) balance must be paid by **CASH** or **CREDIT CARD** BEFORE Horse is unloaded at Horse's destination; and
- Reimburse Transporter in full when Horse arrives at Horse's destination for any and all reasonable and necessary expenses incurred for Horse's care, including but not limited to special dietary needs, emergency veterinary services including but not limited to medications and first aid supplies, emergency farrier services, and board as provided herein.

TIME IS OF THE ESSENCE. Shipper may pay the deposit via credit card, cashier's check, money order, or personal or business check so long as such payment clears prior to Horse's pick up date. Payment of the balance and any additional charges due when Horse arrives at Horse's destination are payable by cash or credit card. If final payment is via credit card, Horse will not be unloaded from Transporter's trailer until payment is confirmed.

Any unpaid balance more than thirty (30) days past due shall accrue interest at the rate of eighteen percent (18.0%) per annum.

PREREQUISITES FOR TRANSPORT: At Shipper's risk and expense, Shipper shall provide the following for Horse:

- A properly fitting halter in good condition, preferably leather or a leather shipping halter;
- A lead rope in good condition;
- If Shipper intends Horse to stay on its current diet during transport, a bale of Horse's hay and any other feed, supplements, or medications for Horse, together with instructions regarding feeding and/or administering medications;
- Bandage type leg protection is not recommended. Transporter recommends shipping boots, if Horse is accustomed to wearing them;
- Sheet(s) and/or blanket(s) (if desired);
- If Horse will be transported out of state, an original health certificate for Horse dated within thirty (30) days of transport;
- If Horse will be transported out of state, a current negative Coggins (EIA) Test for Horse's destination state; and
- Horse's Brand Inspection Certificate (if applicable).

Transporter does not provide halters, lead ropes, shipping boots, wraps, sheets, or blankets for Horse. Transporter recommends that all tack, equipment, and personal property transported with Horse be clearly marked or labeled with Horse's name and/or Shipper's name.

HORSE INSURANCE: Transporter does not provide insurance coverage for Horse. Transporter highly recommends that Shipper obtain his/her own insurance coverage for Horse prior to shipment. As provided herein, Shipper assumes any and all risks associated with Horse's transport, including but not limited to injury, death, illness or disease, physical damage or harm.

Shipper represents and warrants that, as of the date of this Agreement, Horse is insured and valued as follows (check the appropriate box(es) and provide the information requested):

- Horse is not insured.*
Horse's approximate value is \$ _____
- Horse is insured as noted below:*
Horse's approximate value is \$ _____

Insurance Information:

Company Name: _____ Name of Insured/Beneficiary: _____

Policy No.: _____ Emergency/Claims Phone No.: _____

Transporter reserves the right to require proof of insurance from Shipper as a condition of transporting Horse.

VETERINARY SERVICES FOR HORSE: If Horse requires veterinary services while in Transporter's possession, care, custody, and control, Transporter will make every reasonable effort to notify Shipper immediately. If Transporter is unable to contact Shipper, Transporter is expressly authorized as provided in **Exhibit E**, attached hereto and incorporated herein, to arrange for Horse to be examined and treated by the first available licensed veterinarian of

Transporter's choosing. As provided in **Exhibit E**, any and all fees and costs for veterinary services shall be the sole and exclusive responsibility of Shipper. Transporter shall not be liable for such fees and costs, and Shipper shall indemnify Transporter for any and all such fees and costs.

PICK UP, TRANSPORT, AND DELIVERY OF HORSE: Shipper shall provide pick up and delivery instructions for Horse, as provided in **Exhibits B and C** attached hereto and incorporated herein.

Shipper warrants that Horse does load and travel without concern. Shipper shall advise us of any unusual characteristics that might affect the horse and/or our drivers during the trip, including but not limited to problems loading/unloading, pulling back when tied, blindness, kicks, strikes, bites, colic history, claustrophobia, soundness problems, etc. If Horse becomes unsettled during transit, Transporter reserves the right to sedate Horse and/or call out an emergency vet to sedate Horse if, in Transporter's sole discretion, sedation is deemed necessary. Shipper will be liable for all expenses incurred.

Transporter shall make every reasonable effort to follow Shipper's instructions as closely as possible, including but not limited to suggested pick up and delivery dates. However, Transporter is not liable for delays caused by traffic, detours, road conditions, mechanical failures, inclement weather, or any emergency horse care needs that may arise while in transport. Transporter shall make every reasonable effort to safely transport, feed, and care for Horse in accordance with good horsekeeping and transportation standards. However, Transporter makes no guarantees regarding Horse's health or physical condition when Horse is delivered to its destination, nor the health or physical condition of any other horses being transported with Horse.

LOADING AND UNLOADING:

- Horse must be confined to a small paddock or stall for pickup; and
- Loading/unloading must be completed within 30 minutes of Transporter's arrival.

CANCELLATIONS:

- More than 72 hours prior to the scheduled departure date - 30% of deposit.
- Less than 72 hours but more than 24 hours of the scheduled departure - \$50 processing fee plus 25% of the total shipping fee.
- Within 24 hours of the scheduled departure - \$50 processing fee plus 50% of the total shipping fee.

GRANT OF SECURITY INTEREST IN AND RIGHT OF LIEN ON HORSE: If final payment is not received from Shipper when Horse arrives at Horse's destination, then (a) Shipper shall be in material breach of this Agreement, (b) Shipper shall grant to Transporter a security interest in Horse for any and all unpaid amounts due, (c) this Agreement shall constitute a financing statement and security agreement between Shipper and Transporter, (d) Horse will not be unloaded from Transporter's trailer at such destination, and (e) Transporter will retain possession of Horse and transport Horse to Transporter's facility located in Eagle Point, Oregon, where Horse will remain Boarded at the rate of \$____/day. If such indebtedness is not discharged within ____ days, Transporter has the right to foreclose on its security interest and dispose of Horse in accordance with Oregon law. In addition to the Transportation Fee, board, and any other charges, fees, and accrued interest that may be due, Shipper shall pay Transporter \$____/mile to transport Horse from Transporter's facility back to Horse's destination. Transporter will not release Horse to Shipper or any third party unless and until Transporter is paid in full.

Shipper is hereby on notice that Oregon law provides Transporter with a statutory right of possessory lien for the amount due Transporter for feeding, transporting, storing, pasturing, caring for, providing services for, supplying materials for or performing labor on Horse, and Transporter has the right, without process of law, to retain possession of Horse until all indebtedness owed to Transporter is discharged. If such indebtedness is not discharged within thirty (30) days, Transporter has the right to foreclose on its lien and dispose of Horse at public auction in accordance with Oregon law. This Agreement is in addition to, and shall not restrict or otherwise limit, Transporter's possessory statutory lien rights and remedies arising under ORS §§ 87.152 and 87.226.

RISK OF LOSS: BY SIGNING THIS AGREEMENT, SHIPPER EXPRESSLY, VOLUNTARILY, AND KNOWINGLY ASSUMES ANY AND ALL RISK OF LOSS RELATED TO HORSE, AND ANY AND ALL TACK, EQUIPMENT, AND OTHER PERSONAL PROPERTY TRANSPORTED BY TRANSPORTER. TRANSPORTER AND ITS OWNERS, EMPLOYEES, AGENTS, AND

REPRESENTATIVES, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO SHIPPER'S HORSE, TACK, EQUIPMENT, AND OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO LOSS BY FIRE, THEFT, RUNNING AWAY, DISEASE, ACCIDENT, DEATH, OR TRANSPORTER'S ACTS OF NEGLIGENCE. SHIPPER UNDERSTANDS THAT AS A CONDITION OF TRANSPORTING HORSE, SHIPPER VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUMES ANY AND ALL RISKS THAT MAY RESULT THEREFROM.

INDEMNIFICATION AND ATTORNEY'S FEES: Shipper agrees to indemnify, defend, and hold harmless Transporter and its owners, employees, representatives, and agents, or any of them, from any and all claims, damages, harm, fines, or loss sustained or suffered, including but not limited to any and all property damage beyond ordinary wear and tear, by reason of any claims, damages, harm, fines, loss or injuries whatsoever arising out of the acts and behavior of, or in any way relating to, Horse. In the event litigation is commenced to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party shall recover from the losing party reasonable attorney's fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

FORCE MAJEURE: Neither party shall be liable to the other, nor be deemed to be in breach of this Agreement, for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such delay. Notwithstanding the foregoing, the provisions of this Section shall not apply to Shipper's obligation to make payment when due in strict compliance with this Agreement.

BINDING EFFECT: Shipper and Transporter agree that execution of this Agreement is binding upon each party and their respective representatives, successors, heirs, and assigns. Shipper intends this Agreement to be as broad and inclusive as permitted under Oregon law. SHIPPER FURTHER INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW.

GOVERNING LAW AND CHOICE OF VENUE: The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Oregon. Any legal action regarding this Agreement shall be brought in the Circuit Court of Jackson County, Oregon.

DEFAULT: Upon material breach of this Agreement by a party, the non-breaching party may terminate this Agreement without further notice.

WAIVER: Waiver by either party of strict performance of any of the provisions of this Agreement must not be construed as or constitute a waiver of that party's right to subsequently require strict performance of the same or any other provision of this Agreement. No provision of this Agreement may be waived except by a written instrument duly executed by both parties.

SEVERABILITY: In the event a court of appropriate jurisdiction deems any provision of this Agreement to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

HEADINGS: The headings and captions in this Agreement are only for the convenience of the parties and must not be considered in construing the provisions of this Agreement.

ENTIRE AGREEMENT: This Agreement constitutes the complete and entire agreement between Transporter and Shipper. Any modifications or additions to this Agreement must be in writing and signed by Transporter and Shipper.

SHIPPER:

Name (Print):

Signature:

Mailing Address:

TRANSPORTER:

WILFONG EQUINE SERVICES, LLC

By: _____

Brazos/Sarah Wilfong

Its: Member

Physical Address:

Email: _____

Home Phone: _____

Cell Phone: _____

EXHIBIT A

DESCRIPTION OF HORSE(S) TO BE TRANSPORTED

Horse 1:

Horse Name: _____

Breed: _____

Age/Year of Birth: _____

Sex (check one):

Mare: Filly: Mare: Gelding: Colt:

Height: _____

Approx. Weight: _____

Color: _____

Markings/Brands: _____

Horse 2:

Horse Name: _____

Breed: _____

Age/Year of Birth: _____

Sex (check one):

Mare: Filly: Mare: Gelding: Colt:

Height: _____

Approx. Weight: _____

Color: _____

Markings/Brands: _____

EXHIBIT B

PICK UP INFORMATION FOR HORSE(S) TO BE TRANSPORTED

Horse 1 (Described in Exhibit A):

Pick Up Date: _____
Farm Name: _____
Contact Name: _____
Street Address: _____

City/State Zip: _____
Phone: _____
Cell: _____
Email: _____

Horse 2 (Described in Exhibit A):

Pick Up Date: _____
Farm Name: _____
Contact Name: _____
Street Address: _____

City/State Zip: _____
Phone: _____
Cell: _____
Email: _____

EXHIBIT C

DELIVERY INFORMATION FOR HORSE(S) TO BE TRANSPORTED

Horse 1 (Described in Exhibit A):

Delivery Date: _____
Farm Name: _____
Contact Name: _____
Street Address: _____

City/State Zip: _____
Phone: _____
Cell: _____
Email: _____

Horse 2 (Described in Exhibit A):

Delivery Date: _____
Farm Name: _____
Contact Name: _____
Street Address: _____

City/State Zip: _____
Phone: _____
Cell: _____
Email: _____

DELIVERY VERIFICATION: I hereby verify that the horse(s) listed above have been safely delivered to me, and all tack and equipment for such horse(s) was received, in good condition.

Signature: _____

Date: _____

Print Name: _____

EXHIBIT D

SPECIAL INSTRUCTIONS FOR HORSE(S) TO BE TRANSPORTED

Horse 1 (Described in Exhibit A):

Horse 2 (Described in Exhibit A):

I hereby warrant that I am the lawful owner, or authorized agent of the lawful owner, of the horse(s) (collectively, "Horse") identified above. By signing this authorization ("Authorization"), I hereby knowingly, voluntarily, and expressly authorize Wilfong Equine Services, LLC ("Transporter") and its owners, employees, representatives, and agents, or any of them, to authorize up to \$500, or \$_____, whichever is greater, in costs and expenses for veterinary care, treatment, and related services on behalf of Horse. This Authorization includes, but is not limited to, obtaining:

- Emergency veterinary treatment services;
- Veterinary surgery; and
- Administration of oral, intra-muscular, and subcutaneous injectable medication under the supervision or direction of a veterinarian.

Notwithstanding the foregoing, this Authorization expressly INCLUDES EXCLUDES euthanization of Horse.

I further knowingly, voluntarily, and expressly authorize Transporter and its owners, members, employees, representatives, and agents, or any of them, to communicate directly with any and all veterinarians who have provided or are providing veterinary services, including but not limited to examination, diagnosis, and treatment, for Horse for any reason while Horse is in Transporter's possession, care, custody, and control.

I agree to pay for all costs and expenses associated with the veterinary care, treatment, and related services provided to Horse as set forth above, including but not limited to reimbursing Transporter and its owners, employees, representatives, and agents, or any of them, that are incurred on behalf of Horse.

Signature: _____

Date: _____

Owner/Agent (Print): _____

AUTHORIZATION FOR CREDIT CARD PAYMENT

I/We hereby authorize Wilfong Equine Services, LLC to charge the credit card identified below for transportation fees.

Card Number: _____

Expiration Date: _____

Cardholder Name: _____

Security Code: _____

Billing Zip Code: _____

Authorized Signature: _____