

RMR Horse Transportation Terms and Conditions

The following Terms and Conditions govern the transportation of all horses by RMR Horse Sanctuary ("Transporter") and you ("Shipper") pursuant to oral or written communications. Unless agreed to in writing by Transporter, these Terms and Conditions may NOT be altered, supplemented, or amended.

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. Transporter will make reasonable efforts to deliver the horse(s) at or about the requested delivery date but is not responsible for delays due to inclement weather, road closures, mechanical failures, or other circumstances whether or not of a class or kind mentioned herein and not reasonably within Transporter's control. During such delays, Transporter shall take reasonable measures to care for the horse(s) and reserves the right to return the horse(s) to Shipper if returning the horse(s) is deemed by Transporter to be the most prudent course of action under the circumstances

Transporter will provide, at no additional charge to Shipper, one thousand dollars (\$1,000) of limited accidental collision mortality insurance per horse transported. Shipper will maintain current horse medical and mortality insurance, or can elect not to carry horse medical and mortality insurance and thereby assume ALL risk of loss and damages (to include but not be limited to injury, death, illness or disease, physical damage or harm). Shipper understands and acknowledges that the only insurance provided to the Shipper by Transporter is one thousand dollars (\$1,000) of limited accidental mortality insurance per horse transported. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRANSPORTER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, RELIANCE, INCIDENTAL, SPECIAL, DIRECT OR INDIRECT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR FUTURE BREEDING VALUE, PERSONAL INJURY OR ANY OTHER LOSSES UNDER ANY LEGAL THEORY INCLUDING CONTRACT AND TORT, ARISING FROM, OR IN CONNECTION WITH, THIS AGREEMENT EVEN IF TRANSPORTER HAS BEEN FIRST ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. TRANSPORTER'S ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SHIPPER. SOME STATES OR JURISDICTIONS DO NOT PROVIDE FOR EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS SUCH, IN THOSE JURISDICTIONS, THE FOREGOING LIMITATION MAY NOT APPLY.

Shipper, at Shipper's cost, will also secure the following: Health Certificate; Negative Coggins EIA Test; and Brand Inspection Certificate (if applicable); and will provide appropriate amount of hay for length of transport at pickup. Shipper agrees not to ship any horse Shipper knows to be or believes to be ill with a contagious condition and acknowledges that no horse will be picked up that appears to be ill with a contagious condition. Injured horses or ill horses without a contagious condition may be transported with written authorization from a licensed veterinarian. Shipper agrees to reimburse the 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 horse(s).

The rate quoted is for stated delivery and care of the horse(s). Surcharges may apply for veterinary bills resulting from the need for treatment while en-route; additional tack not listed on the authorization form; a change of location in pickup or delivery; a difficult horse that takes more than 60 minutes to load; delays in loading a horse due to paperwork not being ready through no fault of Transporter, the horse not being ready or the contact person being unavailable; or a difficult access road that was not disclosed to the Transporter when the quote was made. Surcharges will be calculated at \$50 per hour.

Transporter agrees to provide a full refund of Shipper's deposit if transportation must be canceled due to hazardous weather, mechanical difficulties or extenuating circumstances. If Shipper notifies Transporter of cancellation at least 72 hours (three days) ahead of the scheduled pickup time, Shipper shall receive a full refund of the deposit. If cancellation occurs less than 72 hours but more than 24 hours ahead of the scheduled pickup time, a \$50 processing fee will apply. If cancellation occurs within 24 hours of the scheduled pickup time a fee of 50% of the total shipping fee applies.

A deposit of at least 50% of the shipping fee is due in advance and may be mailed with the Authorization Form or otherwise forwarded to Transporter. Prior to being scheduled, Shipper must provide Transporter clear, detailed directions to the point of pickup and the delivery point. The balance of the shipping fee must be paid either in advance, at pickup or at the delivery prior to unloading of any horse(s) and, unless some other prearranged payment method has been agreed to in advance by Transporter. Acceptable forms of payment include cash, wire transfers or electronic fund transfers, certified checks, or cashier's checks. If the balance is not paid at the latest upon delivery of the horse(s), Transporter shall be entitled to recover from Shipper all costs and damages incurred by Transporter, including boarding costs and reasonable attorneys fees, and shall have a lien against the transported horse(s) for the value of services rendered by recording this Agreement in the County of the State in which the delivery is made. Transporter shall be entitled to enforce said lien in accordance with appropriate state laws.

This sale shall be deemed to have been made in the State of California and shall be governed by the laws of California notwithstanding any conflict-of-laws doctrines. The Parties stipulate that venue is proper therein, waive any other jurisdiction and venue whether by virtue of domicile or otherwise, and consent to the *in personam* jurisdiction of said courts. Any action brought in contravention hereof is subject to dismissal at any stage of the proceedings and no action in answering or defending shall be construed as a waiver of this right to immediate dismissal. If Shipper brings an action in contravention hereof, Shipper shall be liable for costs, expenses, and attorney's fees incurred by Transporter in dismissing the action or transferring it to California.

This Agreement shall bind and inure to the benefit of the parties and their respective principals, employees, agents, heirs, successors, and permitted assigns. The parties agree that the terms and conditions stated herein set forth the entire agreement between the Shipper and the Transporter, its agent or employees, and that it supersedes and cannot be modified or changed in any way by the representations or statements of any employee or agent of the Transporter or Shipper.

RMR Horse Transportation

AUTHORIZATION FORM

Please enclose
directions for
pickup & delivery

please print or type

OWNER INFORMATION PHONES

Name _____
Home _____
Stable/Farm/Ranch _____
Office _____
Address _____
Stable _____
City & State _____
Cell _____

PICKUP INFORMATION (if different than owner) PHONES

Name _____
Home _____
Stable/Farm/Ranch _____
Office _____
Address _____
Stable _____
City & State _____
Cell _____

DELIVERY INFORMATION (if different than owner) PHONES

Name _____
Home _____
Stable/Farm/Ranch _____
Office _____
Address _____
Stable _____
City & State _____
Cell _____

HORSE INFORMATION (*M=Mare S=Stallion G=Gelding F=Filly C=Colt)

Breed Sex* Age Color, markings, brand, etc. Name Value

SPECIAL INSTRUCTIONS OR COMMENTS ON HORSE TEMPERAMENT OR CONDITIONS:

TACK OR EQUIPMENT TO BE TAKEN: (Each item larger than a breadbox is \$25 extra.)

TIME FRAME REQUESTED FOR SHIPPING:

PAYMENT:

Transportation Cost \$ _____
Tack \$ _____
TOTAL \$ _____
Deposit \$ _____
Balance due on
Pick-up or delivery \$ _____

AUTHORITY: I have read this entire document and the terms and conditions on Page 1, understand it completely, and agree to be bound by its terms in its entirety. I understand and agree to accept the risks of shipping my horse(s). I authorize veterinarian care at my expense should it be necessary.

SIGNATURE (SHIPPER/OWNER/AGENT - mark one) _____

DATE _____