



608-322-5907  
Info@Twoheartsequinetransport.com  
N5349 Coffee Rd, Helenville, WI 53137

## Transportation Agreement

### Owner Information

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

### Contact (if different than Owner)

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

### **Shipping Information**

#### Pick Up Location

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

#### Drop Off Location

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

#### Room to turn around Truck/Trailer

Yes:  No:  Unsure:

#### Room to turn around Truck/Trailer

Yes:  No:  Unsure:

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_

### **Horse Information**

#### Horse # 1

Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Age: \_\_\_\_\_  
Mare:  Gelding:  Stallion:   
Height/Weight: \_\_\_\_\_  
Value: \_\_\_\_\_  
Stall Type Requested:  Box  Single  
Notes: \_\_\_\_\_  
\_\_\_\_\_

#### Horse # 2

Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Age: \_\_\_\_\_  
Mare:  Gelding:  Stallion:   
Height/Weight: \_\_\_\_\_  
Value: \_\_\_\_\_  
Stall Type Requested:  Box  Single  
Notes: \_\_\_\_\_  
\_\_\_\_\_

#### Horse # 3

Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Age: \_\_\_\_\_  
Mare:  Gelding:  Stallion:   
Height/Weight: \_\_\_\_\_  
Value: \_\_\_\_\_  
Stall Type Requested:  Box  Single  
Notes: \_\_\_\_\_  
\_\_\_\_\_

#### Horse # 4

Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Age: \_\_\_\_\_  
Mare:  Gelding:  Stallion:   
Height/Weight: \_\_\_\_\_  
Value: \_\_\_\_\_  
Stall Type Requested:  Box  Single  
Notes: \_\_\_\_\_  
\_\_\_\_\_

### Transportation Charges:

The following charges have been or will be discussed and agreed upon between the Owner and the Transporter:

1. Quoted rate: \$ \_\_\_\_\_

### Additional Charges:

- a) Waiting time at barn for pick-up or delivery person will be charged at a rate of \$50.00 per hour after the initial 30 minutes of wait time.
- b) A fee of \$50.00 will be assessed to any "hard loaders". This is defined as any horse that does not load in the initial 30 minutes of attempted loading or unloading. Minimum of 1-hour charge will apply.
- c) Equine layover fee of \$35.00 per horse/per day
  - 1) Owner agrees that if the horse(s) are boarded during their transport they agree to a charge of \$35 per day. All horses will be boarded if transport is planned to take 72 hours or more.
  - 2) Estimated layover fees will be included in original quote, however if additional layover fees are incurred Owner agrees to pay additional fees.
- d) A Change of pick up or delivery location from the original location quoted may be subject to a surcharge if approved after initial quote.
- e) Damage to the truck or trailer or equipment caused by Owner horse will be fairly estimated and the cost of repairing the damage will be disclosed prior to or at delivery. If the actual cost is more or less than estimated, we will supply you with the written estimate or bill. And agree to make any necessary adjustments. Full payment must be made within 7 days from the date estimate was received.
- f) Owner agrees to a \$150.00 surcharge to be added for any stallions over the age of 1 year undisclosed during booking.

### Transporters Responsibilities:

Transporter shall exercise ordinary care which is consistent with the generally recognized professional standards in the hauling industry, while hauling and supervising the Owner's horse(s) during shipment, including shipment across state and national borders.

\*We will call you the day before pick-up and delivery to give you an approximate time of arrival. We will also contact you approximately 1 hour prior to arrival.

### Owners Responsibilities:

Owner/Agent agrees that the horse(s) will be in a healthy condition and free from contagious, infectious, or transmittable diseases, prior to and during shipment. Owner is responsible for all required Health Certificates which must accompany the horse(s) during transport.

Including but not limited to:

- a) A current, negative Coggins (EIA) test \*These are only valid for 1 year from date issued
- b) A current DVM issued interstate Health Certificate \* These are only valid for 10 days from date issued
- c) Brand inspection – if horse is traveling from a brand inspection state or area

\*Note: No horse will be picked up without all required paperwork. You will forfeit deposit if driver is in-route and paperwork is not ready. It is the Owner sole responsibility to ensure all paperwork is ready to go and with the horse(s) at the time of pick up.

\*Original Registration papers should be mailed to destination and SHALL NOT accompany the horse.

### Terms and Conditions:

- a) Halter and Lead rope are REQUIRED and must be provided
- b) One (1) bale of hay per horse to be supplied at pick-up. If no hay is available, a \$15.00 fee per bale supplied by the hauler will be charged.
- c) Each horse must be halter broke. All horses must also be trained to tie for the horse to go into a single stall. In the event the horse is not trained to tie, the horse will require a box stall for safety. In the event a single stall has been reserved and the horse is not trained to tie, upon arrival of transporter, customer will be charged a box stall rate, if one is available. If no box stall is available, a refund will NOT be issued. We will reschedule a pick up at another time when box stall is available, at additional cost to Owner. If Owner chooses not to transport

- d) aforementioned horse, at the rescheduled date, no refund will be issued.
- e) We do not haul any tack or equine supplies unless previous arrangements were made during initial booking. In the event any supplies are sent with the horse(s), transporter is not responsible for any damage to, or loss of any equipment during transport.
  - 1) All tack, equipment, feed, or bins must be labeled with the horse(s) name and owners name and phone number. All grain or feed must be pre-portioned and shipped in plastic bags, containers or totes and individually labeled. Loose tack will not be accepted.
  - 2) Any items that are located after drop off of the horse will be returned at the sole expense of the Owner. If the Owner chooses to not cover shipping cost, items will not be returned.
- f) Owner agrees that should their horse(s) suffer from a self-inflicted injury while in the care of the transporter the owner will not hold the transporter responsible in any way.
- g) In the event the horse(s) become ill or are in need of veterinarian services, the transporter will notify the owner in a timely manner. In the event the owner/agent cannot be reached, the transporter is hereby authorized, as an agent for the owner, to contact the first available licensed veterinarian of his/her choice.
  - 1) ALL fees charged by said veterinarian shall be the sole and exclusive responsibility of the owner, with no liability whatsoever to Two Hearts Equine Transport, owners, or drivers of Two Hearts Equine transport of any fees.
  - 2) The Owner agrees to reimburse Transporter for all veterinary services, medications, 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).
  - 3) All costs associated with veterinary care of said horse(s) are to be reimbursed in full prior to the horse(s) being unloaded at designated delivery location.
  - 4) Owner agrees that Two Hearts Equine Transport will abide by the recommendations of the attending licensed veterinarian including, but not limited to, leaving the horse at the vet clinic. If the recommendation is that the horse should not travel, the driver will follow the veterinarian's recommendation regardless of the owner's wishes that the animal continue to travel. Many locations are among regular routes we travel and we will be happy to make additional travel plans once horse is cleared by Veterinarian for travel.
- h) Owner has the option to provide his/her own proof of current horse mortality insurance, or Owner elects not to carry their own additional Horse Mortality insurance, and assumes all risk to their horse(s) to include, but not limited to, injury, death, illness, or disease.
  - a. Owner understands that there are many common risks associated with transport, which may include but are not limited to: colic, muscle strain, stress, injury, and death.
  - b. Owner agrees to a maximum settlement of \$5000 per horse in the event of gross negligence.
- i) In the event of non-payment, 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 the law.
- j) This Contract represents the entire agreement between the Transporter and the Owner/Agent regarding the shipment. No other agreements or promises, verbal or implied, are included unless specifically written into this contract and initialed by Transporter and Owner.
- k) This Contract is non-assignable and non-transferable. This contract is entered into the State of Wisconsin and shall be interpreted, governed, and enforced under the laws of this state. If any clause in this contract is found to be contrary to Wisconsin law, the individual clause shall be null and void, but the remainder of the contract will remain in full force and binding effect. Should either party breach this contract, the "breaching party" shall be responsible to the other party for court costs and reasonable attorney fees related to such breach.

#### Cancellation Policy:

- a) The Owner understands that in booking his/her horse(s), that they have reserved a space in the trailer, and that other horse(s) may have been refused this space as a result. As a result, any cancellations within 2 weeks of booking will be charged a cancellation fee of 50% of the original deposit. Cancellations within 7 days of scheduled pick up will be charged a cancellation fee of 100% of the original deposit. This includes a horse that doesn't load, improper documentation/paperwork at time of pick up, or non-disclosure of any items/requirements previously mentioned in this contract.

- b) If transport is re-booked within 30 days, no fees will be assessed if cancellation is prior to 72 hours of originally scheduled pick up.
- c) Transporter reserves the right to delay (as a last resort only) the trip due to hazardous weather, mechanical difficulties, or extenuating circumstances. In case of cancellation by transporter, full refund will be given if you do not wish to utilize our services on the recommended rescheduled date.

**Release:**

Owner hereby voluntarily releases and forever discharges the Two Hearts Equine Transport (Transporter), its agents, drivers, employees, shareholders, and owners from all liabilities, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the transportation of aforementioned horse(s) under this Transportation agreement, except for the willful, wanton, or gross negligence of the Transporter.

Owner further agrees, promises, and covenants not to sue, assert or otherwise maintain or assert any claims against the transporter or its agents, employees, shareholders, or owners for any injury, death, or damage to the aforementioned horse(s) arising from or in any connection with the transport, care, or feeding of said horse(s) during transportation, except for the willful, wanton, or gross negligence of the Transporter, or from any claim asserted by other third parties.

The Owner understands and acknowledges that the Transporter will not be responsible for any liability to exceed the amount of \$5000 per horse if they are found guilty of willful, wanton, or gross negligence.

Owner understands that this is the entire agreement between the owner and transporter, its agents, or employees, and it supersedes and cannot be modified or changed in anyway by the representations of any employee, agent, transporter, or owner. My signature below indicates that I understand all pages of this contract and agree to be bound by all terms in its entirety.

AS OWNER, OR AGENT FOR THE OWNER, MY SIGATURE BELOW INDICATES I HAVE READ AND UDERSTAND THIS CONTRACT COMPLETELY, AND AGREE TO BE BOUND BY THE TERMS OF THIS CONTRACT IN ITS ENTIRETY.

Owner or Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name of Owner or Agent: \_\_\_\_\_

Transporter Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Payment

We require a minimum deposit of 50% down, to be paid with the return of this contract

Your shipment WILL NOT be booked until this contract has been returned and 50% Deposit has been received. Dates of shipment are subject to change if contract and deposit are not received in a timely manner from time of quote. Balance is due upon pick-up or delivery and will be collected upon our Arrival.

Forms of Payment that are accepted: Cash, Check, Credit/Debit Card

Customer understands that if payment is not made in full at the time of delivery, customer will be responsible for all fees incurred resulting from collection and legal activity to recover said payment.

Payment Method for Deposit: Credit/Debit  PayPal

Payment Method for Balance Due at drop-off: Credit/Debit  Cash  Check



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