

# WORLEY'S HAULING

## Transport Agreement

ALL INFORMATION ON THIS FORM IS REQUIRED. Incomplete forms will NOT be accepted. Please provide COMPLETE information. Use one form for ALL animals to be shipped. Separate information about multiple animals with a semi-colon ( ; )

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **WORLEY'S HAULING**, whose address is **3610 NE County Road 91 Corsicana, TX USA 75109**, hereinafter referred to as "Transporter" and \_\_\_\_\_, hereinafter referred to as "Shipper", whose address is

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Daytime Telephone(\_\_\_\_\_) \_\_\_\_\_ Evening Telephone (\_\_\_\_\_) \_\_\_\_\_  
Mobile Phone (\_\_\_\_\_) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

THIS CONTRACT covers the transport of:

(describe each animal including name, sex, age, height, weight, color, breed, registration number, markings)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Pick-up Information:

Contact Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

### Deliver To:

Contact Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

### The Shipper agrees:

He/she will make all arrangements for the following and assume the costs thereof:

1. Health Certificate dated within 30 days of transport destination date. (Required)
2. Negative Coggins (EIA) Test within 6 months of transport destination date. (Required)
3. Pick Up and Delivery instructions (above)
4. Halter (Required)
5. Shipping boots, wraps, blanket(s). (Optional)
6. Other arrangements: \_\_\_\_\_

Shipper will maintain and provide proof of current horse mortality insurance.

**OR**

Shipper elects not to carry horse mortality insurance and assumes **ALL** risks therein (to include but not limited to injury, death, illness or disease, physical damage or harm). (Shipper's Initials) \_\_\_\_\_

Shipper agrees to:

- (1) pay the Transporter the sum of \$ \_\_\_\_\_ U.S. Dollars for the transport of the aforementioned horse(s) or other animal(s) indicated above;
- (2) layover is available on non-direct trips. Shipper agrees to pay \$ \_\_\_\_\_ per day for boarding (if applicable); and
- (3) reimburse 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 aforementioned horse(s) or other animal(s).

A deposit of at least 50% of the shipping fee is due in advance of the trip. For your convenience we accept cash, certified checks, money orders, personal or business checks (up to 14 days prior to transport), most major credit cards by calling the office at 606-524-4285 or online through PayPal. The balance of the shipping fee may be paid in advance by credit card or PayPal with a 3% surcharge or at delivery PRIOR to unloading any horse(s) or other animal(s) by cash, certified check or money order only.

Shipper will be responsible for all collections fees for default on a check.

Transporter shall be entitled to a lien against the transported horse(s) or other animal(s) for possible sale at auction to recover charges and expenses associated with collection of original invoiced amount and other contractually agreed expenses. Lien to be placed in compliance with local and state regulations.

### **Other Charges**

The rate you are quoted is for door to door delivery (when possible) and care of your horse(s) or other animal(s). However, surcharges may apply for any of the following:

- ◆ Box stalls, if not in the original quote, are available for a surcharge. The amount depends on the shipment location.
- ◆ Tack charges range from \$25.00 for a small tack trunk or saddle to \$75-\$100 for very large and heavy tack trunk. If not pre-scheduled, the decision to take is up to the driver.
- ◆ A change of pick-up or delivery location from that quoted may be subject to a surcharge after review.
- ◆ Waiting time at a barn for the pick-up or delivery person will be charged at a rate of \$50.00 per hour after the first 30 minutes of waiting.
- ◆ Difficult access roads to locations will have a surcharge if not disclosed in the original quote. The surcharge will depend upon the difficulty of the road and the additional time required to reach the location.
- ◆ A "hard loader fee" of \$50.00 per hour may be applied after the first 30 minutes of attempted loading or unloading.
- ◆ A fee of \$75.00 will be applied for any returned checks.
- ◆ In the event we arrive at the pick-up location and are unable to transport your horse(s) or other animal(s) because of the lack of required paperwork; misrepresentations; or we are unable to safely load your horse after using diligent efforts to safely load 50% of the shipping fee will be retained.

### **Cancellations**

Shipper agrees to tender to Transporter, for transportation hereunder, a \$100.00 processing fee per horse and/or per stall (a box stall is considered to be two stalls) should Shipper cancel shipment more than two weeks prior to shipping; not less than 25% of the agreed upon shipping charges should Shipper cancel shipment less than two weeks prior to shipping but more than 72 hours of scheduled pick up; and not less than 50% of the agreed upon shipping charges should Shipper cancel shipment within 72 hours of scheduled pick-up.

### **Force Majeure**

It is agreed that in the event of a riot, war, Act of God, governmental regulations, or other causes beyond the reasonable control of the parties, which event makes performance under this Agreement impossible, the terms of this Agreement shall be suspended during the period of such events or acts and neither party shall be liable to perform.

### **The Transporter Agrees:**

Transporter agrees to provide services to Shipper as described herein under contract, in equipment designed to meet Shipper's needs as provided herein, at the rates set forth herein. Delivery instructions shall be prepared by the Shipper ([Rate Request Form](#)) and followed as closely as is reasonable under the circumstances by the Transporter. Delivery of the horse(s) or other animal(s) tendered for transport to Transporter shall be evidenced by a pick-up and delivery receipt prepared by the Transporter and signed by the Transporter, Shipper and Consignee or its agents or employees at the loading and unloading points respectively.

Transporter will use due diligence to safely transport, feed and care for the aforementioned horse(s) or other animal(s), but makes no guarantees as to the health or physical condition of the horse(s) or other animal(s) upon departure or arrival.

Every effort will be made to pick-up and deliver horse(s) or other animal(s) on suggested dates/times. We cannot be held responsible for delays caused by traffic, detours, threat of poor weather, poor road conditions or any emergency horse or animal health needs that may arise along the trip route.

In the event the horse(s) or other animal(s) require the services of a veterinarian, the Transporter will immediately notify the Shipper. In the event the Shipper cannot be reached, the Transporter is hereby authorized, as agent for the Shipper to call the first available licensed veterinarian of his/her choice. All fees charged by said Veterinarian shall be the sole and exclusive responsibility of the Shipper with no liability whatsoever on the Transporter for such fees.

**Modification of Agreement**

No modification of this agreement and no waiver of its terms shall be valid or binding unless in writing and signed by all parties. Shipper understands that this is the entire agreement between the Shipper and the Transporter, its agents or employees, and it supersedes and cannot be modified or changed in any way by the representations or statements of any employee or agent of the Transporter of Shipper.

**Applicable Law**

The laws of the State of Texas shall apply, except as Federal law or regulations may conflict, in which case the latter shall take precedence with regard to the terms of this Agreement.

**By: Mari Worley  
William Worley**

**Title: WORLEY'S HAULING**

**Shipper's Signature:** \_\_\_\_\_