

Illinois Horse Transportation, Inc.

Hauling Contract

This **Hauling Contract** (Contract) is made and entered into on this ___ day of ___ 2008 by and between **Illinois Horse Transportation, Inc.**, an Illinois Corporation (Carrier), and _____ (Owner).

1. Agreement: Carrier hereby agrees to transport Owner's horse(s) as described on Exhibit "A", attached. The fee will be: (a) a flat fee of \$_____. The Owner/Agent is also responsible for possible waiting time from pick up point to destination as described in exhibit "A", waiting time, hotel expenses and boarding fees for the Owner's/Agents horses(s), if necessary and/or required.

2. Terms and conditions:

a. Deposit and Balance: Parties agree to pay the full amount of \$_____. Balance will be due and payable: (a) ___X___ upon pick up of the horse(s); (b) ___ upon delivery of the horse(s) to the destination; or, (c) _____ per the terms of an invoice.

b. Carrier's Responsibilities: Carrier 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.

c. 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/Agent is responsible for all required health certificates which must accompany the horse(s) if the horse will be crossing state lines, including but not limited to: (a) a current, negative Coggins test; (b) a DVM's health certificate; and, (c) other, as listed in Exhibit B if attached. Owner is responsible for all insurance on his/her horse(s) and personal property during shipment.

d. Limitations: Both parties agree that the Carrier and the Carrier's agents/employees are not liable for death, illness, injury, or accident, including consequential damages, caused by the Owner's/Agents horse(s), unless such death, illness, injury or accident was caused by the willful, wanton, or gross negligence of the Carrier or the Carrier's agent(s)/employee(s). In such event, the Carrier shall be liable only to the extent of the actual damage, but in no amount greater than the fair market price of the applicable horse(s). The Owner also agrees that he/she is responsible for all damages incurred by the Carrier which is caused by the Owner's horse(s) during shipment and while under this Contract.

3: Miscellaneous:

a. This Contract is non-assignable and non-transferable.

b. This Contract is entered into the State of Illinois and shall be interpreted, governed, and enforced under the laws of this State.

c. If any clause in this contract is found to be contrary to Illinois law, the individual clause shall be null and void, but the rest of the Contract will remain in full force and effect.

d. 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.

e. The Owner/Agent agrees to pay 100% of the amount in this Contract, if, for any reason: (a) the Owner or his/her Agent cancels the transport while the Carrier is in transit to, or upon arrival at, the pick-up destination; or, (b) the horse(s) cannot be loaded.

f. This Contract represents the entire agreement between the Carrier 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 Carrier and Owner or Owner's Agent.

4. Additional Agreements: Additional agreements are listed below. If none, check here _____.

a. _____
Initials _____ (Owner) _____ (Carrier)

5. Description of Horse(s): A description of the Owner's horse(s)

# 1 Horses Name: _____ Name: _____ Breed: _____ Age: _____ Mare/Gelding/Stallion: _____ Mare/Gelding/Stallion: Value: _____	# 2 Horses Name: _____ Breed: _____ Age: _____ Mare/Gelding/Stallion: Value: _____	# 3 Horses Breed: _____ Age: _____ Value: _____
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Release

Owner/Agent hereby voluntarily releases and forever discharges Illinois Horse Transportation, Inc. (Carrier) and it's shareholders, officers, directors, agents, and employees from any all liabilities, claims, demands, actions, or rights of actions which are related to, or arise from, or are in any way connected with, the transportation of the aforementioned horse(s) under this Hauling Contract, or the foregoing Transport Authorization, except for the willful, wanton, or gross negligence of the Carrier.

Owner/ Agent further agrees, promises, and covenants not to sue, assert, or otherwise maintain or assert, any claims against the Carrier or it's shareholders, officers, directors, agents, or employees for any injury, death, disease, or damage to the aforementioned horse(s), arising from or in connection with the care or feeding of said horse(s) during transportation, except for the willful, wanton, or gross negligence of the Carrier.

The Owner/Agent understands and acknowledges that he Carrier will maintain \$500.00 per horse in Mortality insurance to cover the Owner's horse(s). If the owner elects not to secure other/additional insurance, then the Owner acknowledges and agrees that he/she assumes all expenses or liabilities associated with any injury, death, disease or damage to the aforementioned horse(s).

Owner/Agent hereby holds the Carrier and it's shareholders, officers, directors, agents and employees harmless for any liability that would be incurred for property damage or bodily injury caused by the Owner's horse(s) during the transporting, loading, unloading or handling of the aforementioned horse(s).

AS OWNER, OR AGENT FOR THE OWNER, MY SIGNATURE BELOW INDICATES I HAVE READ AND UNDERSTAND 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/AGENT _____

Illinois Horse Transportation, Inc.

BY: _____ Date _____
Sarah Halladay