

Marler Equine Services
6393 West Side Drive
El Paso, Texas 79932
Todd Marler (915) 494-9000



Marler Equine Services
Equine Transportation Agreement

Agreement Summary

Owner/Agent understands this Equine Transportation Agreement is between Owner/Agent and Marler Equine Services and it's agents or employees and it supersedes and cannot be modified or changed in any way the representations or statements of any agent or employee of Marler Equine Services or its Owners. Changes must be agreed upon in writing by both parties (Emails are a legally binding agreement, email changes to EMAIL, **AND** contact Marler Equine Services by Telephone).

U.S Code to be an "Electronic" Signature – This agreement is made between the Owner/Agent listed below and Marler Equine Services, herein referred to as the Transporter. YOUR SIGNATURE AS OWNER/AGENT BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY IT'S TERMS IN IT'S ENTIRETY. Returning this agreement by email is considered under U.S. Code as an "Electronic Signature." (i.e. "...as an electronic sound, symbol or process attached to or logically associated with a contract or other record and executed and adopted by a person with the intent to sign the record".

Owner/Agent Signature: _____ **Date:** _____

REQUIRED ITEMS FOR TRANSPORTATION:

Prior to pick up of horse(s) the Owner/Agent will have the following items arranged to be picked up with the horse(s) at the time of pick up and assumes cost of any of the following listed:

1. Negative Coggins (EIA) Test (**REQUIRED**) Horse does not load without it in hand.
2. Health Certificate (**REQUIRED**)
3. Brand Inspection (If Required)
4. Halter and lead Rope (**REQUIRED**)
 - Halter and lead rope are required for all horses. If a halter and lead rope are provided by Transporter the halter and lead rope will be returned to the Transporter at the time of delivery.
5. Additional Protective Equipment (Optional)
6. Bale of Hay or Normal Dietary Staple.
7. Additional Requirements for Care. _____

TRANSPORTION CHARGES:

The following charges have been or will be discussed and agreed upon between the Owner/Agent and Transporter via phone call, email, text message or Facebook message:

1. Quoted rate per mile per horse.
2. Equine layover fee of \$35.00 per horse/per day. (Required for transportation of horse(s) extending more than one day).

ADDITIONAL CHARGES:

The rate quoted is for delivery and care of your horse(s). Surcharges may be applied for any of the following:

1. Waiting time at a barn for pick-up or delivery person will be charged at a rate of \$50.00 per hour after the first 30 minutes of waiting time.
2. A "Hard Loader Fee" of \$50.00 per hour will be applied after the first 30 minutes of attempting to load.
3. Unruly horses or horses requiring "Chemical Restraint" will NOT be transported; if such horse is discovered during the course of a trip, the horse will be transported to the nearest boarding facility and left with no refund of monies paid. The Owner/Agent will be notified of location and the Owner/Agent will be responsible for acquiring additional transportation for horse.
4. Any damage to the truck or trailer caused by your horse(s) will be fairly estimated and the Owner/Agent will assume responsibility of the costs for damaged, to be paid in full PRIOR to your horse(s) being unloaded at designated delivery location.

PAYMENT TERMS:

Owner/Agent will pay total sum of Accepted Rate in U.S. denominations.

DEPOSIT: A **\$350 Per Horse Deposit** is required to secure a booking for the haul. This deposit will be applied toward the Total Due.

DISCOUNT: A 5% DISCOUNT WILL APPLY TO TOTALS PREPAID IN FULL.

BALANCE DUE AND LIENS: The balance must be paid in full upon delivery in cash, certified check, PayPal, or Venmo. 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 appropriate state laws.

INSURANCE & EMERGENCY CARE:

OWNER/AGENT UNDERSTANDS AND ACKNOWLEDGES Insurance is not provided to the Owner/Agent by the Transporter. If the Owner/Agent elects not to secure insurance, then

1. Owner/Agent agrees that he/she assumes all risks, expenses or liabilities associated with the transport of the horse(s).
2. In the event the horse(s) require(s) services of a veterinarian, Transporter will immediately attempt to notify the Owner/Agent. In the event the Owner/Agent cannot be reached, the Transporter is hereby authorized, as agent for Owner/Agent, to contact the first available licensed Veterinarian of his/her choosing.
3. All costs associated with veterinary care of the horse(s) charged by said Veterinarian shall be the sole and exclusive responsibility of the Owner/Agent, with no liability whatsoever to the Transporter for such costs.
4. The Owner/Agent 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).
5. 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.

RELEASE OF LIABILITY:

Owner/Agent hereby voluntarily releases and forever discharges the Transporter and its agent from any and all liabilities, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the transporter of the aforementioned horse(s). Owner further agrees, promises and covenants not to sue, assert or otherwise maintain or assert any claims against the Transporter or its agents or employees, for any injury, death, disease, or damage to the aforementioned horse(s) arising from or in connection with the transport, care or feeding of said horse(s) or from any claim asserted by other third parties.

By completing this form as the OWNER/AGENT, you indicate that you have READ THIS AGREEMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY IT'S TERMS IN IT'S ENTIRETY. This agreement is made between Horse OWNER/AGENT listed below; and Marler Equine Services.

Owner/Agent Contact Information

First Name: _____ Last Name: _____
Street Address: _____ City: _____
State: _____ Zip: _____ Phone Number: _____
Email Address: _____

Pick-up Information

Pick-up address: _____
Contact Person Name: _____ Phone: _____
Special Notes/Instructions about the location: _____

Delivery Information

Delivery Address: _____
Contact Person Name: _____ Phone: _____
Special Notes/Instructions about the location: _____

Horse Information

(NOTE: MARE WITH FOAL WILL REQUIRE A MINIMUM DOUBLE STALL SIZE. HORSES NOT BROKE TO LEAD OR TIE WILL REQUIRE A DOUBLE STALL AND WILL REMAIN ON TRAILER FOR DURATION OF TRIP.)

Horse Name: _____ Sex: Stud / Gelding / Mare Age: _____
Color: _____ Breed: _____ Registration No. _____
With Foal: Yes / No Stall type: Slant stall / Box stall
Special instructions: _____

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