



4HFES and NCSMART, LLC

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Equine Transport Contract

This Equine Transport Contract (hereinafter "contract") is made and entered into this date, _____ by and between 4HFES and NCSMART, LLC (hereinafter "transporter"), based in Spring Lake, North Carolina and _____ (hereinafter, "Owner/Agent") whose information is documented herein.

Whereas, 4HFES and NCSMART, LLC is business located in Spring Lake, North Carolina, and is engaged among other things, in the business of providing large equine technical rescue, equine and livestock services, and equine transportation; and

Whereas, Owner/Agent has all right, title and interest in and to the equine(s) described herein (hereinafter referred to, whether individually or collectively, as the "equine" / "equines") which Owner/Agent desires to use the services or transportation provided by the transporter, and

Whereas, Owner/Agent agrees to pay the transporter for services or transport rendered to equine(s), and the transporter agrees to accept and provide services or transport the equine(s), all upon the terms and conditions contained herein.

Now, therefore, for good and valuable consideration, the sufficiency of which is mutually acknowledged, the parties hereby agree to and acknowledge the below conditions, references, and policies listed below:

- I. **Incorporation by Reference:** The above recitals are incorporated herein by reference and made a material part of this contract.
- II. **Required Documents and Payment Submission:** Submission of the contract, payment for services, and other required documents should be handled as indicated below:
 - A. **Contract** – This contract should be considered a binding agreement between the owner/agent and the transporter. The transport date(s) will be tentatively scheduled but will not be confirmed by the transporter until the completed contract and approved deposit amount (if applicable) are received. Upon receipt, an authorized representative of the transporter will sign the contract, return a copy of the signed contract to the owner/agent upon request, and the transport as scheduled will be confirmed. The contract must be completed in its entirety with all applicable blanks and fields filled in with the appropriate information, initials, or printed name and signatures. In the blanks or fields where certain information is not applicable, please document "N/A" for not applicable in those areas. The completed and signed contract must be returned by fax, scanned to email, or postal service no later than two (2) weeks prior to the scheduled transport date unless other arrangements have been negotiated between all parties and approved by the transporter.
 - B. **Payment** - The owner/agent is solely responsible for any and all expenses incurred as a result of the service and/or transport requested by the owner/agent and rendered by the transporter. Payment, off all fees due to the transporter, minus any required deposit amount paid, is due prior to or upon delivery of the equine to the destination documented herein. Payments are accepted in the form of cash, money order, certified check, personal or business check with valid state photo identification, or credit card payment. Payments in cash are preferred if payment is made at the pick up or destination locations (do not send cash through the postal service). If paying by personal or business check, the account holder's/signature person's driver's license state and number must be recorded on the check and the check should be made payable to "4HFES and NCSMART, LLC". There will be a \$35.00 fee assessed for any checks returned due to non-payment or insufficient funds or non-payment by other means. If paying by credit card, a 5% credit card service fee will be added to the balance due prior to processing the payment. Payments received are non-refundable unless the service is cancelled by an authorized representative of the transporter.
 1. **Deposit** – It will be previously discussed with the owner/agent and documented herein if a deposit is required for the transport. A deadline for the receipt of payment will be indicated herein along with the deposit amount required.
 2. **Refunds** - Deposits and advanced payments are non-refundable if the contract is breached or voided by the owner/agent or any other persons not authorized by the transporter. The deposit amount will only be refunded in full should a scheduled transport be cancelled by the transporter without being rescheduled, except when the transport is not completed for any reason related to the equines behavior or actions which directly or indirectly affect the safety of the transporters and equine thereby potentially resulting in an unmanageable risk of injury or death of the equine, other equines, and/or transporters. Should the exception be the case, the deposit or any payment made will not be refunded. The conditions of the non-refundable deposit and payment, described above, are determined based on the likelihood of the owner/agent having knowledge of the equine's behavior or actions prior to the transport being scheduled and the owner/agents failure to document such behaviors or actions in this contract as requested by the transporter prior to the transporters arrival.
 - C. **Required Documents** – At or before the time care, custody, and control of the equine(s) is turned over to the transporter, owner/agent shall provide the transporter the below listed documents if applicable to the transport logistics. With exception of the Equine Transport Contract, the owner/agent is solely responsible for researching what state regulated documentation is required for the transport of the equine(s) listed herein



and for ensuring the documentation is transferred to the transporter prior to or upon arrival at the original location. Receipt of all required documents is must be no later than one (1) week prior to the scheduled transport. Required documents are as follows:

1. Equine Transport Contract (MANDATORY) – Completed and Signed by Owner/Agent (including In Case of Emergency and Limited Power of Attorney for Animal Healthcare forms)
2. Equine Coggins Test Result (MANDATORY) – Required for all equine over the age of 6 months. Must be dated within one (1) year of the date the transport will be completed.
3. Certificate of Veterinary Inspection (Health Certificate) / Brand Inspection / Equine Passport / Other Required Transport Document (MAY BE REQUIRED) – Certificate of Veterinary Inspection is required if the equine is being transported across state lines. Other documents may be required if equine is being transported within a specified distance within a state, or to any facility within the same state that requires such documentation to be presented prior to off-loading the equine. Please consult local veterinary or state livestock regulatory commission, or Department of Agriculture representatives to inquire as to what documentation is required for intra-state or interstate transport in addition to what is listed herein and to confirm the period of time the paperwork is considered valid and not expired.
4. Vaccination records, dated less than twelve (12) months prior to the date of the transport, for the administration of vaccinations against diseases that can be life threatening to humans, especially Rabies, and communicable to other equine(s) should a layover be necessary and proof of vaccinations required by the farm/facility. Paper records are necessary should proof of vaccinations be requested. If transport requires a Certificate of Veterinary Inspection the vaccinations can be indicated on that document.
5. A list of all medications the equine is currently prescribed, has been administered daily, and will be administered the day of pick-up and/or throughout the transport.
6. A list of any allergies as diagnosed by a licensed veterinarian or observed by the owner/agent.
7. Proof of equine ownership or authorization for custody is required for transport of the equine(s) – Can be health records in owner's/agent's name dated less than twelve (12) months prior to the date of the transport.

- III. **Scheduled Equine Transportation Service:** Means any relocation of an equine using a truck and trailer unit belonging to the transporter from the original location, to a secondary location (if applicable), then to a final destination at the request of the equine's owner or agent for the owner with the owner's permission.
- A. ***Responsible Person (Pick-up and Delivery)*** - Owner/Agent shall ensure that a responsible, authorized person is available at the original pick up location to deliver equine(s) and/or owner/agent's personal property to the transporter and at the final destination location to take custody of the equine(s) and/or owner/agent's personal property from the transporters. The name and contact information of the responsible person at both the pick-up location and destination location must be documented herein.
- B. ***Maintenance*** - The transporter makes every effort to maintain its truck and trailer units in a safe and usable condition. Nevertheless, the owner/agent acknowledges that during transport, the trailer, hitch, or towing vehicle equipment may malfunction or fail, causing injury or death to the equine(s) and/or damage to the trailer and that transportation equipment may unforeseeably experience breakdowns and other irresolvable issues. In such an event, the transporter shall in their sole discretion, complete the transportation in as timely a fashion as feasible under the circumstances (including contracting with others to complete the services), in which case the transporters performance under this contract shall be deemed to have been fully performed, or return the equine to the original pick-up location, in which case the owner's/agent's sole remedy shall be a negotiable refund of the deposit and payment received.
- C. ***Loading / Unloading*** - Owner/Agent, or designee, has primary responsibility to load equine(s) onto and unload equine(s) from trailer unit unless technical equipment has been applied in the form of webbing sling, rescue glide, or other support system then the loading and unloading will be the responsibility of the transporters. The transporter may, in their sole discretion, assist or completely take over the loading and unloading, with no liability thereafter if deemed necessary. The transporter is not responsible for the equine(s) at any point before the equine(s) places a hoof/toe on any part of the trailer in an intentional forward motion to load into the trailer at the original pick-up location or after the equine's last hoof/toe has left the trailer in an intentional forward or backward motion to unload from the trailer at the destination location.
- D. ***Personal Property / Cargo*** - The transporter typically does not transport personal property, other than items pertaining to the equine(s) care and management during the transport, however negotiations can be made to transport a limited amount of personal property from the original pick-up location to the destination location. The transporters are not responsible for loading or unloading personal property or cargo from the trailer unit such as tack trunks, tack, equipment, additional feed/hay, grooming supplies, blankets, etc. If possible, the transporter will gladly assist with the loading and unloading of personal property however the transporter cannot be held liable for any damages, injuries, or loss of any personal property.
- E. ***Transporters*** - The transporter makes every effort to handle all equine transports with at least two transporters, however for transports sixteen (16) hours or less roundtrip it is left to the discretion of the transporter to handle the transport with one (1) or two (2) transporters. All transports of sixteen (16) or more hours will be handled with a minimum of two (2) transporters, however still may include layovers for the safety and welfare of the equine(s) and transporters.
- F. ***Passengers*** - The transporter shall not allow any passengers to ride inside the trailer nor allow anyone who is not affiliated with 4HFES and NCSMART, LLC ride inside the truck during the transport.



- G. Hay / Feed / Water** - The transporter shall provide hay and adequate potable water accessible during the entire transport unless the equine's condition, medical stability, or owner's/agent's "Special Instructions" documented herein advise against it. The transporter requires, for the equine's health and well-being, that the owner/agent provide sufficient hay and water of the type that the equine(s) is/are accustomed to consuming, to satisfy the equine(s) for the duration of the scheduled transport plus an additional two-day supply in the event the transport is delayed due unforeseen events. The transporter will provide containers for the estimated amount of water needed while being hauled during the transport. Water provided at the layover locations will be used while not being hauled for the purpose of convenience, accessibility and storage. The transporter shall have no obligation to supply, purchase, pick-up, deliver, or otherwise accept as an added expense the hay, supplements, or other foodstuffs provided to the equine(s) during transport, but may do so if necessary under the sole discretion of the transporter provided there are no contraindications relating to the equine's medical stability or condition, reason for transport, or veterinary professional's advisement with no liability on the part of the transporter or the licensed veterinarian
- H. Layover** - It is the transporter's goal to maintain a closely accurate schedule for pick-up and delivery of the equine(s) being transported, however on some occasions due to the distance traveled or unexpected delays, it is necessary for the safety and well-being of both the equine(s) and humans that a layover, or more than one layover, occurs. Should the transport exceed 10-11 hours in duration each day, the transporter reserves the right to schedule a layover at a facility of their choice or utilize the pre-approved choice of the owner/agent and continue the transport the following day. The owner/agent will be responsible for the expenses incurred for any overnight accommodations for the listed equine(s). The owner/agent will be advised prior to the transport if there will be any scheduled layovers and the expenses incurred for each layover will be included in the transport fee due. Any pre-scheduled layovers will be discussed with the owner/agent prior to the transport, however should the unforeseeable occur (emergencies, being delayed due to traffic or other issues) the transporter will, with or without owner/agent prior approval, take all necessary precautions, within reason, to research and select a safe and secure location to layover with the equine(s) until the transport can continue. The transporter will choose to remain on-site, within the confines of the trailer, provided there is an electrical source accessible capable of powering at minimum the air conditioning and/or heating unit, or in a room provided at the farm/facility, where the equine(s) are located whenever and wherever possible. Staying on-site will enable the transporter to better monitor and manage the equine(s) health, welfare, and security for the duration of the layover. The transporter will make every effort to notify, in a timely manner, the owner/agent as well as the contact person at the destination location of any unscheduled, but necessary, layovers and unforeseen delays in the transport.
- I. Cancellations / Discontinued Transport** - Notwithstanding any other part of this contract, the transporter reserves the following rights, in their sole discretion: to refuse to transport an equine that is deemed, based on its behavior, health, or body condition, to be too dangerous, ill, or unstable to load, unload, transport, or handle safely; and to declare an emergency at any time during the transport and terminate transportation that has already commenced, due to concerns for safety brought upon by the equine's behavior and actions during the transport or by hazardous road conditions or inclement weather conditions (i.e. snow/ice storm or accumulation, threatening natural disasters, area flooding, etc.). Should the transport be discontinued, the transporter is not responsible for returning the equine(s) to original pick-up location, unless it is safe and feasible to do so, but will make every reasonable effort to secure the equine at an equine or livestock facility deemed reasonably safe until owner/agent can make other arrangements for continued or return transport. The owner/agent will be provided with the name, physical address, and contact information for the facility where the equine(s) is/are located.
- J. Stationary Breaks** - The transporter will stop at various times during the transport to check the status of the equine(s) and will provide stationary breaks when fueling or making personal stops such as for meals, driver changes, etc. Each stationary break shall be no less than 15-20 minutes in duration whenever possible.
- K. Emergency Information** - Owner/Agent must complete "In Case of Emergency" form included with this contract and submit it with this contract prior to transport. Copies of the form will be placed in an envelope and secured in a highly visible area in both the truck and the trailer. In the event of an unforeseen emergency and the transporter(s) is/are incapacitated, unable to communicate directly with responders or veterinarians, or handle any matters related to the equine(s) being transported emergency responders and veterinarians can access this form for emergency contact information concerning the equine(s).
- L. Emergency Response** - Should the equine(s) go down in the trailer during transport, the transporter will locate a safe and desirable place to move the truck and trailer unit well off of the roadway and will utilize the basic large animal technical rescue equipment on-hand as well as specialized training to remedy the situation in the safest and most efficient means possible. The transporter will have the ability to search the internet to find necessary information or will maintain a list of equine and livestock veterinarians that are available along the travel route, to contact in case of an emergency. If necessary, the transporter will provide basic first aid, not exceeding that to be construed as practicing veterinary medicine without a license, should the equine become injured. For safety reasons, at no time will any person enter the trailer with the equine for the purposes of evaluation, treatment, or euthanasia unless the equine is unable to be physically removed from the trailer and the person has an easily accessible escape route. The transporter will make several attempts to contact the owner/agent to advise him/her of the emergency and the need for veterinary services. The owner/agent will be responsible for any expenses incurred relating to veterinary consultation, evaluation, treatment, and/or euthanasia necessary during the transport. The transport will continue should the veterinarian authorize the transporter to do so after evaluating the health status of the equine(s). If the veterinarian warns against continuing the transport, the equine(s) will be transported to the veterinarian's facility or a farm/facility recommended by the veterinarian for stabling and the owner/agent will be notified when the equine(s) can be picked-up or continue the transport.



- M. Travel Route:** The transporter, in their sole discretion, shall choose the route over which transportation occurs, based on factors including, but not limited to; weather, traffic, time of transport, vehicle size restrictions, and road conditions. Owner/Agent shall be liable for the additional costs (tolls, etc.), as applicable, to the route actually driven. When applicable, the additional costs, when known, will be added to the transport fee. The transporter cannot be held responsible for any delays or added expenses resulting from detours, traffic conditions, or the unforeseen that is beyond our control.
- N. Medical Care:** The transporter will only administer required routine medical treatments to an equine while in transit under the written instructions provided by the equine's attending veterinarian or the owner/agent and only if it could be life altering or endanger the health and well-being of the equine should the medication not be applied or administered for the duration of the transport. At no time will the transporter administer sedatives or any drugs/medications/supplements used to temporarily tranquilize the equine for loading, unloading, or hauling purposes. 4HFES and NCSMART, LLC would rather encourage the owner/agent to provide more training for the equine prior to any transport to better manage any stress of being transported in a safe and calm manner than to risk hauling an equine that is under the influence of sedatives and could potentially be unstable and become injured as a result. Notwithstanding contact or lack thereof with owner/agent or any insurer, the transporter is hereby authorized, but not obligated, to secure veterinary assistance (including such veterinary care as may be necessary, in the transporter's sole discretion, to protect the life or health of the equines, other animals, or humans), farrier care, transportation and other services required for the health and well-being of the equine(s) while in the care, custody, and control of the transporter. Owner/Agent shall be solely responsible for all costs thereby incurred. The transporter is hereby authorized, as the owner's/agent's agent, as the transporter for such limited purpose, to arrange billing of such services directly to the owner/agent or emergency contact for owner/agent as listed on the "I-C-E" form. By signing the "Limited Power of Attorney for Animal Health Care" found within this document, the owner/agent expressly authorizes the transporter to consent to treatment up to the documented monetary amount listed herein for veterinary emergency care or euthanasia of individual equine(s) upon veterinary recommendation, if owner/agent cannot be contacted after several attempts and persons listed as emergency contacts on the "I-C-E" form cannot be contacted in a timely manner.
- O. Application of Equine Protective Gear:** The transporter highly recommends that the owner/agent use the following protective gear on the equine(s) for loading, hauling and unloading: Head Bumper and Leg Protection (standing bandages, shipping boots, polo/quilt wraps, etc.). Such gear cannot eliminate the risk of injury or death related to the injury, but it can help protect an equine against lacerations, bruises, and other injuries. If protective leg gear is requested, the owner/agent must provide the necessary gear for use for the duration of the transport. It is recommended that such gear be applied multiple times well in advance of the scheduled transport date so that the equine can adjust to the presence of same to ensure that the equine can move about calmly and freely in forward, backward, right and left directions without issue prior to transport. Velcro closure shipping boots are preferred over standing wraps or wraps of any kind that require a long roll of material due to the convenience of application and removal and the lesser time spent around the legs of an unfamiliar equine as well as the risk of the wraps coming unwrapped during transport and making it a potentially hazardous situation for both the equine and the transporter. Should the owner/agent request that wraps be used instead, the transporters will honor that request to the best of their abilities as long as it is safe for them to do so. The transporter cannot be held liable for any injury or adverse effects resulting from leg protection being applied incorrectly or not to the owner's/agent's standards. The protective gear will be removed and re-applied as needed through the duration of the transport unless the behavior of the equine warrants otherwise for safety reasons. If the owner/agent chooses not to use such protective gear, owner/agent assumes all increased risk of injury or death to the equine resulting from such choice. If requested by the owner/agent, the application of protective gear must be indicated in the "Special Instructions" section of this contract.

- IV. Inherent Danger:** Equine are considered "prey animals" with free will, survival instincts, deliberate intentions, and unpredictable movement. By nature, they react unpredictably to situations that may seem unthreatening to people, including but not limited to sounds, movements, and unfamiliar objects, persons, and other equines, and they react in ways, such as running, biting, kicking, jumping sideways/backwards/forwards, and rearing up, that may result in injury, harm, or death to persons and/or damage to property on or around them. These reactions are especially dangerous in proximity with people, other equines, fences, trees, tools, and other equipment and/or obstacles; may result in collisions with said people, equines, or objects; and the undersigned acknowledges that such proximity is unavoidable in a barn/facility/farm, trailer, or other livestock environment. Owner/Agent, as well as the transporter, further acknowledges that riding, handling, making contact with, or merely being in the presence of an equine is inherently dangerous and subjects the undersigned to the risk of serious bodily injury and/or death, and both equine and handler (whether person is riding, leading, or otherwise interacting with the equine) can be and often are injured or killed in normal, non-negligent use, such as competition, riding, grooming, training, rescuing, loading and unloading, transporting, and other activities involving equine handling. During the course of the transport, the transporter will make every reasonable effort to maintain the trailer unit in a secure manner and not allow any persons to approach or interact with the equine(s) on the trailer. Similarly, at any layover location, the transporter will take reasonable measures to maintain a secure environment for the equine(s) and limit any unwarranted interaction by persons, animals, or other equines not authorized by the owner/agent or transporter to be in the presence of the equine(s).
- V. Assumption of Risk of Injury or Loss of the Equine(s):** Owner/Agent acknowledges and accepts the following related to the service and/or transport rendered:
- A.** Transporting equines is inherently a dangerous activity with a high risk of injury or death.



- B. There is a risk that the transporter may be involved in a motor vehicle collision or accident while transporting the equine(s) and the equine(s) may become injured or die as a result. Furthermore, the owner/agent acknowledges and accepts the risk that the equine(s) being transported may become injured or die during transport not brought about by the transporters or outside sources.
- C. That other equine(s) in or near the trailer unit or stabling or containment area at the layover location may cause injury or death to owner/agent's equine(s). All reasonable precautions will be taken to lessen the risk of injury or death to the equine(s) during the transport and layover(s).
- D. There is a heightened risk, in particular, while handling, during loading and unloading for transport, hauling in a trailer, or being rescued from an entrapment or other emergency incident as the equine may rear up, fall, bolt, or otherwise become injured or die.
- E. During attempts to render assistance the equipment being used may fail, malfunction, or cause iatrogenic injury or death to the equine(s).
- F. All risks of having the transporter handle, interact with, and/or transport equine(s) and/or trailer, including the risk that the transporter may be negligent, not with intention, resulting in injury, damage, property loss, or death.
- VI. **Release of Liability:** The transporter cannot be held liable for any injury or damage, direct or consequential, to any equine or property listed herein or included in the transport contracted by the owner/agent. The transporter will make every effort not to cause any injury, damage, or incidents while on site and while services are being rendered. The owner/agent shall prior to any service and/or transport being rendered, read, acknowledge, agree to, and sign this document and ultimately release the transporter, Justin McLeod, Victoria "Tori" Miller-McLeod, their family members, employees, contractors, subcontractors, agents, partners, members, officers, directors, heirs, assigns, and successors in interest from any and all liability relating to the services and transport rendered and agreed upon within the related documents. The transporter will release the owner/agent of liability from any injury or damage to the transporter or property not directly or consequentially related to the omission of any information relating to the behaviors, propensities, or health of the equine as indicated herein by the owner/agent.
- VII. **Incident Report:** Within ten (10) days after any alleged act of negligence or omission involving the transporter which is alleged to have caused any loss to the undersigned, the undersigned shall file with the transporter a written Incident Report detailing the alleged injury or damages resulting from the alleged act or omission. Owner/Agent acknowledges that its failure to comply with this provision prejudices, the transporter's ability to investigate the claim and acknowledges that, in so failing to act, undersigned forever waives any and all rights and/or remedies that undersigned otherwise might have had against the transporter for any liability related to or arising from the alleged incident.
- VIII. **Insurance:** Owner/Agent acknowledges that equine constitutes "cargo" for purposes of transportation law and that the transporter carries a limited liability insurance policy covering injury or damage to cargo, more specifically covering any medical, injury or death of an equine while under the care, custody, and control of the transporter. Owner/Agent is strongly encouraged to carry full and complete liability, medical, and mortality insurance coverage on listed equine(s). If owner/agent has such coverage which requires notification to the insurance company before any action or decision for which coverage shall be sought, owner/agent is solely responsible to notify owner's/agent's insurer, and the transporter is not liable for any denial of insurance coverage based on an alleged failure to notify.
- IX. **Force Majeure:** Neither party is liable for any failure or delay in performance under this contract (other than for delay in the payment of money due and payable hereunder), if said failures or delays are proximately caused by causes beyond that party's reasonable control in the exercise of due diligence, and occur without its fault or negligence, including, without limitation, labor strikes, Acts of God, natural disaster, war, civil unrest, or terrorism, provided, the party experiencing the difficulty shall give the other prompt written notice, with full details, following the occurrence of the cause upon request of the other party.
- X. **Notice:** Except as otherwise expressly provided for herein, any notice required herein shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, to the address listed in the header on the first page of this contract.
- XI. **Governing Law and Venue:** This contract shall be governed by the laws of North Carolina. The parties hereby agree that any legal action under the contract must be brought in Cumberland County, North Carolina unless otherwise mandated by legal jurisdiction.
- XII. **Compliance with Laws, Rules, and Regulations:** Each party covenants that during the term of this contract each party shall comply with all laws pertaining to this contract or its performance of which each has knowledge.
- XIII. **Waiver of Unknown Claims:** Owner/Agent understands that owner's/agent's state laws or regulations may contain provisions designed to prevent owner/agent from waiving claims that are unknown to owner/agent at the time owner/agent agrees to a waiver of claims. Owner/Agent agrees to waive all rights that related or interested parties might otherwise have under such laws or regulations.
- XIV. **Indemnification Agreement:** Owner/Agent agrees upon the behalf of himself/herself, their family members, employees, contractors, subcontractors, agents, partners, members, officers, directors, heirs, assigns, and successors in interest (hereinafter "Owner/Agent Parties") not to sue or make a claim against the transporter and to hold the transporter harmless against all claims, demands, and causes of action, including costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the owner/agent, or brought by others against the transporter, Justin McLeod, Victoria "Tori" Miller-McLeod, their family members, employees, contractors, subcontractors, agents, partners, members, officers, directors, heirs, assigns, and successors in interest (hereinafter "Transporter



Parties”) in connection with the equine, limited to claims arising from those events, actions or inactions taking place in connection with the transporter interacting with, handling, or transporting the equine(s) or any action or inaction taken by the Owner/Agent or their family members, employees, contractors, subcontractors, agents, partners, members, officers, directors, heirs, assigns, and successors in connection with any injury of death associated with a service or transport provided or rendered by the transporter, Justin McLeod, Victoria "Tori" Miller-McLeod, their family members, employees, contractors, subcontractors, agents, partners, members, officers, or directors. The transporter agrees not to sue the owner/agent or make a claim against the owner/agent in connection with any injury or death associated with a service or transport provided, except when directly or consequentially resulting from the negligence of the owner/agent and/or the omission of information to which the owner/agent should reasonably have knowledge of relating to the equine's behavior, propensities, and health.

XV. Severability: If any provision of this contract or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this contract which can be given effect without the invalid provision of application. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legally enforceable.

XVI. Photography / Video: The undersigned acknowledges that there may be photographs or video obtained before, during, and after the service call or transport is rendered for documentation purposes and may be used in future training presentations, public display boards or flyers, or brochures at the discretion of the transporter and in text messages and on social media to keep the owner/agent or responsible party updated on the equine(s) status and the progress of the transport. The photographs and video will never be sold or remitted to any third party intentionally. If the owner/agent does not authorize photographs to be obtained and used for the purposes listed above, **initial here:** _____ The transporter will, without exception or approval of the owner/agent, obtain photographs/video of the equine(s) upon pick-up, throughout the duration of the transport, and upon delivery for record keeping purposes to document the equine(s) status, apparent health and condition upon drop-off at the destination.

XVII. Requested Service Information:
Owner / Agent requests transport of the equine(s) listed herein from the pick-up location of _____ to the drop-off destination of _____. The scheduled pick-up date will be _____, pending no unforeseen delays, and the scheduled drop-off date will be _____, pending no unforeseen delays. The time of pick-up and drop-off may vary due to traffic, weather, or other unforeseen circumstances, however an estimated time of arrival will be provided at the request of the owner/agent and the transporter will contact the Owner/Agent or their designated representative at the pick-up and drop-off locations when the halfway point is reached as well as approximately one hour prior to arrival. The Owner/Agent acknowledges that overnight layovers may be required for some routes or in the event of an incident or situation beyond our control which delays the transport reaching its destination in a safe and timely manner. If a layover is required, the transporter will make a reasonable effort to notify the Owner/Agent of the need to layover and the address and contact information for the facility location. Layover locations will be selected by and arrangements will be made by the transporter based on safety, facility size, equine accommodations, accessibility, location on route, expense, amenities, and staffing.

XVIII. Fee Due for Services Rendered:
\$ _____ is the amount previously agreed upon by the transporter and the Owner/Agent for the total amount due for the transport described herein. If applicable, the deposit amount required for this transport is \$ _____, which must be received no later than _____. This amount is binding upon the signing of this contract by both parties. Upon request, client will receive a final invoice once payment in full is processed.

XIX. Owner / Agent Information:
Name: _____ Farm Name: _____
Physical Address: _____
Mailing Address: _____
Phone Number(s): _____
Email Address: _____
Driver's License Number: _____ State of Issuance: _____

XX. Equine(s) Information:
The transporter can haul up to three average equines or four smaller equines (weanlings, small yearlings, ponies, miniatures) at one time. Please include all known information for each equine being transported under this agreement.
Equine #1 –
Registered Name: _____ Barn Name: _____
Breed: _____ Color: _____



Age: _____ Sex: _____ Microchip/Tattoo/Brand: _____
Coggins Test Date: _____ Certified Health Certificate Date (if transporting across state lines): _____
Health: _____
Insured: YES NO Insurance Policy Number: _____ Estimated Value: \$ _____
Insurance Company: _____
Medical Treatment Amount Permitted (In case of an emergency, indicate the amount you are willing to spend on veterinary treatment in your absence or if we are unable to make contact to obtain verbal consent for veterinary care) \$ _____

Equine #2 (if applicable)–

Registered Name: _____ Barn Name: _____
Breed: _____ Color: _____
Age: _____ Sex: _____ Microchip/Tattoo/Brand: _____
Coggins Test Date: _____ Certified Health Certificate Date (if transporting across state lines): _____
Health: _____
Insured: YES NO Insurance Policy Number: _____ Estimated Value: \$ _____
Insurance Company: _____
Medical Treatment Amount Permitted (In case of an emergency, indicate the amount you are willing to spend on veterinary treatment in your absence or if we are unable to make contact to obtain verbal consent for veterinary care) \$ _____

Equine #3 (if applicable) –

Registered Name: _____ Barn Name: _____
Breed: _____ Color: _____
Age: _____ Sex: _____ Microchip/Tattoo/Brand: _____
Coggins Test Date: _____ Certified Health Certificate Date (if transporting across state lines): _____
Health: _____
Insured: YES NO Insurance Policy Number: _____ Estimated Value: \$ _____
Insurance Company: _____
Medical Treatment Amount Permitted (In case of an emergency, indicate the amount you are willing to spend on veterinary treatment in your absence or if we are unable to make contact to obtain verbal consent for veterinary care) \$ _____

Equine #4 (if applicable) –

Registered Name: _____ Barn Name: _____
Breed: _____ Color: _____
Age: _____ Sex: _____ Microchip/Tattoo/Brand: _____
Coggins Test Date: _____ Certified Health Certificate Date (if transporting across state lines): _____
Health: _____
Insured: YES NO Insurance Policy Number: _____ Estimated Value: \$ _____
Insurance Company: _____
Medical Treatment Amount Permitted (In case of an emergency, indicate the amount you are willing to spend on veterinary treatment in your absence or if we are unable to make contact to obtain verbal consent for veterinary care) \$ _____

XXI. Pick-Up and Drop-Off Location Information:

Pick-Up Location Name: _____
Physical Address: _____
Contact Name: _____
Phone Number(s): _____
Operating Hours: _____
Alternate Directions for Large Vehicles: _____



Drop-Off Location Name: _____
Physical Address: _____
Contact Name: _____
Phone Number(s): _____
Operating Hours: _____
Alternate Directions for Large Vehicles: _____

XXII. Special Instructions: Beyond the basic care and management during transport, the only special instructions which the transporter agrees to honor (including application of protective equipment or blanket, administration of medication, no hay during transport, feeding instructions for layovers or during transport, instructions as to farrier/veterinarian/other service provider) are those set forth here:

Equine #1: _____
Equine #2: _____
Equine #3: _____
Equine #4: _____

XXIII. Dangerous Propensities: The transporters are highly qualified and have cumulative years of education and experience in equine behavior and handling in both routine and high-stress situations and acknowledge that some behaviors and actions exhibited by equines are provoked or brought upon by the behavior or actions of the humans who are interacting with the equine. Some behaviors and actions are more safely managed if there is knowledge of same prior to any interaction with the equine should there be any interaction, layovers, or emergency situations during the transport. Some behaviors or an accumulation of behaviors or actions can be cause for refusal to transport the equine. Owner/Agent hereby warrants that the equine(s) listed herein has no known propensity to rear, buck, kick, bite humans or other equines; crib; fight with other equines; fail to calmly tolerate routine veterinary services; fail to stand calmly for leg protection to be applied; or fail to calmly tolerate trailering, hauling, loading, unloading. This paragraph is Owner's/Agent's warranty that they have not known the equine(s) to engage in afore mentioned type of behaviors except as noted below, and Owner/Agent shall be fully liable for any breach of warranty.

Equine #1: _____
Equine #2: _____
Equine #3: _____
Equine #4: _____

XXIV. Essential Information: Owner/Agent hereby informs the transporter of any knowledge of training, behavior, or containment issues and concerns with regards to the equine(s) being transported. For example, equine does not back onto or out of a trailer, does not tie, paws the trailer during transport, "scrambles" in the trailer during transport, stresses during transport, does not stall calmly, cannot be contained in only electric fencing – must be woven wire or wood board, cannot have certain types of hay/feed, does not interact well with other equines, etc. This information is requested for the safety and security of the equine(s) should it be necessary to layover at a facility during transport for pre-scheduled or emergency reasons. Attach additional pages if needed.

Equine #1: _____
Equine #2: _____
Equine #3: _____
Equine #4: _____

In witness hereof, the parties have executed this contract by their duly authorized officers or representatives as of the date and year first set forth above, intending to be legally bound. This contract contains the entire agreement, except for any unforeseen additional fees due for services or transport rendered, upon prior approval of the owner/agent, which will be documented on a "4HFES and NCSMART, LLC Service Invoice". By signing this contract, as the Owner/Agent, I am confirming the request for transport services as well as acknowledging and accepting responsibility for the accuracy of the information herein and the payment of the total due. This contract is not valid or enforceable until signed by the Owner/Agent and an authorized representative of 4HFES and NCSMART, LLC.

Owner/Agent Print Name

Owner/Agent Signature

4HFES and NCSMART, LLC Print Name

4HFES and NCSMART, LLC Signature





4HFES and NCSMART, LLC

Justin and Tori McLeod *www.4HoovesSMART.com*
PO Box 903 Spring Lake, North Carolina 28390
(919) 201-6789 / (910) 494-8210 *NC4HoovesFarm@gmail.com*

EMERGENCY RESPONDERS - IN CASE OF EMERGENCY (I-C-E FORM)

****All applicable blanks must be filled-in completely. Print Clearly and Legibly****

This form will be enclosed in an envelope labeled "I - C - E" (In Case of Emergency) and secured in a visible place in the towing vehicle and/or the trailer so in the event of an accident, emergency responders can access all emergency contact information concerning the equine(s) being transported by 4HFES and NCSMART, LLC. The Limited Power of Attorney will only grant the representatives of 4HFES and NCSMART, LLC the authority to speak on the owner's behalf regarding the medical evaluation, treatment, and euthanasia of the equine(s) should 4HFES and NCSMART, LLC be unable to contact the owner, agent, or emergency contact for the length of time designated on the form.

I/We, _____, am/are the owner(s) or agent(s) of the equine(s) in this trailer being operated by 4HFES and NCSMART, LLC.

Physical Address: _____

Phone: Home (_____) _____ - _____ Alt (_____) _____ - _____

Travel Information-

Transporter: 4HFES and NCSMART, LLC – Spring Lake, North Carolina (910) 494-8210 / (919) 201-6789

Pick-Up Date: _____ Drop-Off Date: _____

Departing Location Address: _____

Destination Location Address: _____

Emergency Contact (other than owner/agent listed above)–

Person(s) with legal authority to make decisions on treatment for the equine(s) and payment for services rendered:

Name: _____

Address: _____

Phone: Home (_____) _____ - _____ Alt (_____) _____ - _____

E-mail: _____

Regular Attending Veterinarian(s):

Name: _____

Clinic: _____ City/State: _____

Phone: Office (_____) _____ - _____ Cell (_____) _____ - _____

Emergency Contact (_____) _____ - _____

E-mail: _____

Emergency Transportation Contact –

Person(s) available to pick up and transport the equines from incident or sheltering location if needed:

Name: _____

Address: _____

Phone: Home (_____) _____ - _____ Cell (_____) _____ - _____

E-mail: _____

In the event that the transporters are incapable of communicating and the owner/agent is unable to be contacted to make decisions regarding the health and well-being of the equine(s) in an accident or emergency, I, the owner/agent hereby authorize and shall hold harmless a licensed veterinarian to determine the health status of the equine(s), provide emergency health care, or administer a euthanizing agent if the licensed veterinarian determines that an equine cannot be saved within the realms of the conditions set forth on the attached "Equine Information" form.

Owner / Agent Name, Signature and Date



Equine #1 Information

Name:	Species: Equine	Age:	Sex:
Breed:	Color:		
Markings:			
Medical History:			
Medications:			
Allergies:	Microchipped (circle one): Yes No		
Maximum Monetary Amount Approved for Emergency Medical Treatment / Expenses: \$			
Insurance Company Name:	Contact #:	Policy #:	

Equine #2 Information (if applicable)

Name:	Species: Equine	Age:	Sex:
Breed:	Color:		
Markings:			
Medical History:			
Medications:			
Allergies:	Microchipped (circle one): Yes No		
Maximum Monetary Amount Approved for Emergency Medical Treatment / Expenses: \$			
Insurance Company Name:	Contact #:	Policy #:	

Equine #3 Information (if applicable)

Name:	Species: Equine	Age:	Sex:
Breed:	Color:		
Markings:			
Medical History:			
Medications:			
Allergies:	Microchipped (circle one): Yes No		
Maximum Monetary Amount Approved for Emergency Medical Treatment / Expenses: \$			
Insurance Company Name:	Contact #:	Policy #:	

Equine #4 Information (if applicable)

Name:	Species: Equine	Age:	Sex:
Breed:	Color:		
Markings:			
Medical History:			
Medications:			
Allergies:	Microchipped (circle one): Yes No		
Maximum Monetary Amount Approved for Emergency Medical Treatment / Expenses: \$			
Insurance Company Name:	Contact #:	Policy #:	



LIMITED POWER OF ATTORNEY FOR EQUINE EMERGENCY HEALTH CARE

LIMITED POWER OF ATTORNEY made this _____ day of _____, 20_____. In the event of an emergency and a member of 4HFES and NCSMART, LLC, the veterinarian on site, or local authorities are unable to contact me/us or the afore Emergency Contact documented herein, I / We, (owner/agent name) _____, as the owner(s)/agent(s) of equine(s) being in the care, custody and control and transported by 4HFES and NCSMART, LLC, hereby appoint, 4HFES and NCSMART, LLC owners, Justin and Tori McLeod, and/or authorized representatives, as my attorney-in-fact to act for me and in my name in any way I could act in person to make any and all decisions for me concerning the care, medical treatment, hospitalization, and to require, withhold or withdraw any type of medical procedure for my equine(s) listed on the "Emergency Responders – In Case of Emergency (I-C-E Form)", even though death may ensue within the documented guidelines herein based on the monetary limit for expenses incurred. My attorney-in-fact shall also have full power to make a disposition of any part or all my equine's body for medical purposes, authorize necropsy (equine autopsy) and direct the disposition of my equine's remains.

If the representatives of 4HFES and NCSMART, LLC shall die, become legally disabled, incapacitated or incompetent, or resign, refuse to act, or be unavailable, I name the following successor as an attorney-in-fact for my equine's care and disposition -

SUCCESSOR - Name: _____ Contact Number(s): _____

Physical Address: _____

This power of attorney shall become effective at the time the equine(s) is/are loaded for transport and continue until the equine(s) is/are unloaded at the designated destination or until contact can be made with the owner(s)/agent(s) to relinquish control of the equine's care, management, and disposition.

I'm fully informed as to all contents of this form and understand the full import of this grant of powers to 4HFES and NCSMART, LLC owners and authorized representatives, and the listed successor.

Owner / Agent Name (Print) _____ Owner / Agent Name (Signature) _____

Witness Name (Print) _____ Witness Name (Signature) _____

Witness Physical Address (Street address, City, State, Zip) _____

Witness Phone Number(s) _____

The purpose of this document is to provide vital information regarding your equine(s) to emergency responders and veterinary professionals in the event of an incident and to give 4HFES and NCSMART, LLC or the person you designate as the successor broad powers to make health care decisions for your equine(s) care and management in the event of an emergency. This document does not impose a duty on 4HFES and NCSMART, LLC or its representatives or the named successor to exercise granted powers; but when a power is exercised, due care must be exercised to act for your benefit and in accordance with this form. A copy of this document will be kept in the 4HFES and NCSMART, LLC towing vehicle and trailer in an envelope labeled "I - C - E Horse Information" located within view and will be destroyed upon completion of the transport. If there is anything about this form that you do not understand, you should consult an attorney.



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