

Transportation Agreement

This agreement is made this_____day of_____, ____ between Show Dog Synergy, L.L.C. , (hereinafter "SDS") and

(Hereinafter "Owner or Responsible Person").

SDS

- 1. **PURPOSE OF AGREEMENT**. The purpose of the agreement is to identify and define the duties and obligations of SDS and Owner or Responsible Person, respectively, concerning the placing of the below-described dog with SDS for transportation purposes. Additionally this agreement identifies and defines the location from which SDS shall take possession of the dog and the location where SDS shall deliver the dog as well as and the time period during which SDS will provide transportation services. This agreement also identifies the authorized shipper and authorized receiver of the dog if, either are not the Owner(s), Co-owner(s), or Authorized agent of the Owner(s) / Co-owner(s).
- 2. **PARTIES AND DURATION OF AGREEMENT.** This agreement shall continue until such time as it is terminated in writing by either party, the terms or conditions of the agreement have been accomplished, or the duration period of the agreement has expired. During the period of this agreement either party may cancel the agreement by providing formal written notification to the other party. In the event either party chooses to terminate this agreement prior to expiration of the agreement period; written notification shall be made to the following address as applicable.

OWNER OR RESPONSIBLE PERSON

| Schuylar Moore | |
|---|-------------------------------|
| Show Dog Synergy, L.L.C. | |
| | Name <u>(See Paragraph 3)</u> |
| P. O. Box 211111 | |
| Bedford, TX 76095 | Address |
| 817-946-4546 | |
| <u>schuylarmoore@showdogsynergy.com</u> | City/State/Zip |

3. **SUBJECT OF AGREEMENT**. The dog which is the subject of this agreement is fully described below. The Owner or Responsible Person hereby affirms that the information provided is true and correct, and agrees to indemnify and hold harmless SDS for any damages which may result to the dog, SDS, to Owner, or Responsible Person, or to third parties from inaccurate information being provided herein:

REGISTRATION INFORMATION ABOUT THE DOG

| Breed | Variety | Sex | | |
|--------------|---------|-----|--|--|
| Full Name | | | | |
| | | | | |

| Show Dog Synergy, L.L.C. |
|--------------------------|
| |

| Call NameAKC # | #Date of Birth |
|-----------------------------------|--|
| Country of Orgin | |
| Breeder | |
| Sire | |
| Sile | |
| Dam | |
| TATOO OR MICROCHIP NUMBER | |
| | |
| HEALTH INFORMATION ABOUT THI | E DOG |
| | |
| Regular Diet | |
| Chronic | |
| | |
| | |
| | |
| | |
| Shot Record | |
| Rabies | Date Given |
| DHP | Date Given |
| Parvo | Date Given |
| "Kennel Cough" Vaccine | Date Given |
| Heartworm Preventative | Date Given |
| Tick & Flea Preventative | Date Given |
| If the dog is on a regular heartw | vorm preventative, state the brand name. |
| | |
| | |
| Name, Address, and Telephone Nu | umber of Regular Veterinarian |

BEHAVIOR INFORMATION ABOUT THE DOG Unusual habits (such as climbing, digging, etc)



Describe fully previous displays of aggression of ANY TYPE (including aggression towards other animals or People, whether provoked or unprovoked)

| OWNERSHIP INFORMATION ABO | DUT DOG | |
|----------------------------------|------------|----------------------------|
| Name of Owner | | |
| Name of Co-Owner(s) | | |
| Street Address | | |
| City | State | ZipCode |
| Home phone | Cell phone | |
| Work Phone | | |
| E-mail address | | |
| Emergency Contact Number | | |
| NAME OF PERON(s) AUTHORIZE Name: | | ER IF NON-OWNER / CO-OWNER |
| Street Address | | |
| City | State | ZipCode |
| Home phone | Cell phone | |
| Work Phone | | |
| E-mail address | | |
| Emergency Contact Number | | |

4. CERTIFICATION AND WARRANTY. Owner or Responsible Person certifies and warrants that



they are the actual owner / co-owner of the dog or are the duly authorized agent of the actual owner / co-owner. If non-owner / co-owner or legal authorized agent; by signing this agreement I hereby certify that I possess the legal right or have the authority permission from the dog's legal owner to convey possession of the dog to SDS for the purposes of transporting the dog from and to the locations defined within this agreement during the duration period defined in this agreement. Upon request or demand, I shall provide any necessary legal documentation to verify and confirm my authority / permissible right to convey possession of the dog and enter in to this legal agreement with SDS on behalf of the owner(s) / co-owner(s). I further agree to hold harmless SDS, or SDS's duly authorized agent, from any and all liability for or which may result from any dispute regarding my legal right to convey possession of or cosign the dog under the terms and conditions of this agreement. Additionally I hereby certify that I shall be responsible for full and complete payment to SDS under the terms and conditions of this agreement.

- 5. **AUTHORIZATION.** Owner or Responsible Person hereby authorizes and empowers SDS to transport the dog to and house the dog at shows during the duration of this contract that are not part of this agreement when those shows are in route between the designated shipping and receiving locations during the period duration of this contract. Additionally, Owner or Responsible Person hereby agrees and authorizes SDS permission to use at their discretion any viable transportation means that is safe for dog transportation in opinion of SDS. SDS is authorized to transport the dog by any necessary means of transportation to comply with the shipping and receiving locations and period duration of this agreement. In the event SDS and at SDS's sole discretion, SDS determines that flight by airplane is appropriate to attend a particular show or shows, or to accomplish the terms and conditions of this agreement, it is agreed that SDS shall acquire and make the necessary arrangements / agreements to transport the dog by flight. SDS will not undertake airline travel without notifying the dog's Owner or Responsible Person prior to engaging in any airline transportation arrangements.
- 6. **INDEMNIFICATION AND HOLD HARMLESS**. Owner or Responsible Person hereby agrees to indemnify and hold harmless SDS, or SDS's duly authorized agent, from any and all liability for, or which may result from; transportation or housing of the dog; any injuries inflicted by the dog on other animals, on SDS, on Owner or Responsible Person, or on third parties; and any injuries which may be suffered by the dog, including disability, disease, or death from any cause, including but not limited to running away, theft, fire, injury inflicted by third person, and obtaining veterinary care for the dog as specified herein. It is the express intention of the parties to this agreement that SDS shall not be held liable to Owner or Responsible Person or to any third party or parties, for any acts of the dog, acts of nature, or situational conditions beyond the reasonable control of SDS, its agents or associates, no matter the circumstances. Owner or Responsible Person or person shipping the dog, personally agrees to be liable to SDS for any such liability SDS may incur.
- 7. **DUTIES OF SDS**. SDS agrees to house the dog in appropriate sanitary kennel (geographically physical or mobile) or home condition during the period of this agreement and to provide the dog with proper nutrition and exercise during transport. Further SDS agrees to provide the applicable and safe transportation of the dog using standard transportation industry practices and methods appropriate for the transportation of canine animals.
- 8. **FEES.** The Owner, Responsible Person or person shipping the dog agrees to pay SDS fees for services performed as specified and in accordance with the rates / fees as defined in SDS's formal rates and fess sheet, which is incorporated herein by reference. Prior to this agreement, SDS shall



have provided the shipper with either a verbal or a formal written transportation quote based upon the terms and conditions of this agreement. Either the formal written transportation quote or a transcription of the verbal quote is attached to this agreement and hereby is a part of this agreement. Owner, Responsible Person or shipper agrees to pay SDS per the terms and conditions of this agreement and for the charges / fees identify in the attached transportation quote. Owner, Responsible Person, or shipper further agrees to pay SDS for any reasonable and necessary expenses which may arise in taking care of or handling the dog, which are unforeseen and therefore not provided for in any attachment or by reference to this agreement. Owner, Responsible Person, or shipper agrees to pay all quote charges and any additional specified expenses for transportation of dog upon receipt of SDS's invoice following return of dog to the designated recipient as defined in this agreement. Additionally Owner, Responsible Person or shipper agrees to pay any and all ancillary fees incurred during or for transportation, boarding and/or conditioning upon receipt of invoice. SDS agrees to submit an itemized bill for all expenses then due and owing on invoice. Owner or Responsible Person agrees to pay specified fees upon receipt of invoice or within the specified grace payment period defined within the invoice. If SDS's bill is not paid by Owner, Responsible Person, or shipper within thirty days after invoice, the amount so billed will bear interest at the rate of 18 percent per vear until paid. Should SDS incur costs of collection, Owner, Responsible Person, or shipper agrees to pay such costs, including a reasonable attorney's fee. SDS hereby acknowledges receipt of a retainer fee of § <u>N/A</u>. The parties agree that this retainer is due upon delivery of dog and will be applied to SDS's last bill. Owner, Responsible Person, or shipper further agrees that, at SDS's sole discretion, the dog may not be released to Owner, Responsible Person, or designated shipment recipient unless and until all monies due and owing have been paid to SDS.

- 9. **EMERGENCIES.** In the event that emergency medical care is necessary for the dog, it is agreed that SDS will obtain such treatment from any licensed veterinarian, the expenses of which will be reimbursed by the Owner or Responsible Person. Owner or Responsible Person agrees that SDS is not responsible for obtaining routine veterinary care for the dog, including but not limited to yearly vaccinations, non-emergency X-rays, or treatment for parasitic infestation. SDS agrees that, should Owner or Responsible Person request such veterinary care be obtained for the dog by SDS, SDS may exercise discretion in determining from whom such care should be obtained.
- 10. **NON-WAIVER PROVISION.** The parties agree that in the event of a breach by one of them on any term hereof, whether to enforce any or all remedies available to the non-breaching party is in the sole discretion of the non-breaching party. A failure by the non-breaching party to insist on compliance with a given provision, or to take action against the breaching party to enforce the agreement, on any given occasion or on more than one occasion, shall not be construed to waive the non-breaching party's right to insist on compliance in the future, or to resort to any and all remedies available hereunder and at law in the event of future breaches of the agreement.
- 11. **MERGER CLAUSE.** There are no other agreements, oral or written, between parties other than those expressed and contained herein. This agreement expresses the entire agreement between parties.
- 12. **MODIFICATION**. This contract cannot be modified, except in writing signed by both parties, including any changes to shipment destination.

Transportation / Shipment Location:



Transportation / Shipment Destination Location:

Transportation / Shipment Pickup Date:_____

Transportation / Shipment Delivery Date:_____

SPECIAL ARRANGEMENTS______

IN WITNESS WHEREOF, THE PARTIES HAVE SET HERETO THEIR HANDS AND / OR SEALS:

Owner, Responsible Person or Authorized Shipper Signature

Print Name



Show Dog Synergy P. O. Box 211111 Bedford, TX 76095 Info@ShowDogSynergy.com Phone: 888-740-9304 Ext. 2 Fax: 888-502-6375 www.ShowDogSynergy.com

SDS Representative Name:_____

SDS Representative Signature: