

Phone: (541) 592-6688
 Cell: (541) 659-2659

Date _____

NON-NEGOTIABLE BILL OF LADING

AUGUST MOON FARM
USDOT 569784
4411 Holland Loop Rd, Cave Junction, OR 97523

SHIP FROM _____ PHONE _____
 STREET _____ CITY & STATE _____

This Shipment is subject to the provisions of this bill of lading (including the provisions on the reverse side hereof) and of Carrier's Terms and Conditions of Shipment in effect on the date of this Shipment's origin.

The Carrier agrees to transport to the destination indicated the property described below if within the scope of Carrier's lawful operation. The property described below is in apparent good condition (except as otherwise noted). It is mutually agreed as to the parties hereto, all Beneficial Owners of the property identified herein and all Carriers handling this Shipment or any part thereof, every service to be performed hereunder shall be subject to all conditions not prohibited by law whether printed or written, contained in Carrier's Terms and Conditions of Shipment and this bill of lading and shall apply to any return of the Shipment or any reconsignment by the Shipper, Carrier or Connecting Carrier.

The Carrier's Basic Charge per animal applies only when the shipment has an Agreed Value not exceeding \$2,000 per animal. When an Agreed Value in excess of \$2,000 is declared on any animal, there will be added to the Basic Charge a charge of \$0.15 for each \$100 or fraction thereof of such excess valuation for each 100 miles of fraction thereof of distance between points of origin and destination (subject to a minimum excess charge of \$100 per animal). THE **AGREED VALUE** OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER INDIVIDUALLY OR BY SHIPPER'S AGENT SIGNING ON SHIPPER'S BEHALF NOT TO EXCEED \$2,000 PER ANIMAL UNLESS SPECIFIED OTHERWISE HEREIN.

SHIP TO _____ PHONE _____
 STREET _____ CITY & STATE _____

Shipper is encouraged to obtain its own insurance, it being mutually acknowledged and understood that animals being transported may have an actual value in excess of the Agreed Value.

SHIPPER'S NAME, ADDRESS & PHONE	ANIMAL'S NAME, ACCOMPANYING STABLE EQUIPMENT, ETC.	AGREED VALUE OF ANIMAL IF IN EXCESS OF \$2,000.00	STALL SPACE-- SINGLE/ DOUBLE/ OR BOX	CHARGE FOR EXCESS AGREED VALUE	BASIC CHARGE PER ANIMAL
1.					
2.					
3.					
4.					

Horse(s) received in apparent good condition By _____ Date _____ If REGISTRATION PAPERS sent with horse(s), receiver acknowledges separate receipt By _____	<u>PAYMENT</u>		BASIC CHARGE	\$ _____
	\$ _____		CHARGE FOR EXCESS AGREED VALUE	\$ _____
	() Ck. No. _____		OVERNIGHTS/FEED/ TOLLS/PERMITS	\$ _____
	() Cash		CUSTOMS/BROKER/ BORDER FEES	\$ _____
	() Visa/MC		OTHER COSTS	\$ _____
			TOTAL CHARGES	\$ _____

SIGNED IN TRIPLICATE

Carrier: **August Moon Farm** _____

Shipper: _____

By: _____
(Carrier's Agent or Driver)

By: _____
(Shipper or Shipper's Agent)

CONTRACT TERMS & CONDITIONS

SECTION 1: Where no Attendant accompanies the animal(s), the Carrier's Basic Charge includes the loading, transporting, unloading, handling, feeding, watering, and other care of the animal(s). Shipments of animal(s) may be accompanied by one or more Attendants provided by Shipper and it shall then be the duty and the responsibility of such Attendants to care for, load and unload, water and feed the animal(s)--the Carrier shall be responsible only for the actual transportation of the animal(s). The Carrier, its employees and agents are not liable for injuries or death occurring to animal(s) while said Attendants assist in the loading or unloading, watering, feeding and overnight stabling of said animal(s). Shipper and/or the individual receiving said animal(s) shall indemnify the Carrier and its agents for damages to equipment and for injury or death to animal(s) resulting from negligence or willful misconduct on the part of the Shipper, Shipper's Attendants, the individual receiving such animals(s) or their agents. Furthermore, if Carrier's agents or employees at the request of a Shipper's Attendant or the one receiving said animal(s) assist in the loading or unloading of animal(s), said Shipper and/or the individual receiving said animal(s) shall indemnify the Carrier for damages to equipment and injuries or death to the animal(s) of said Shipper and/or receiver requesting unloading or loading assistance and also to the animal(s) of any other Shipper or receiver occurring in connection therewith.

SECTION 2: Shipper agrees Carrier shall not be responsible for the conduct or acts of the animal(s) to themselves or to each other including biting, kicking, or smothering, fits, shipping fever, rolling or getting cast in a stall or pen while stabled, nor for loss or damage arising from the condition of the animal(s) themselves, or which results from their nature or propensities, which risks are assumed by Shipper. Shipper hereby releases and discharges Carrier from all liability from any cause whatsoever, unless such injury, death or loss shall be intentionally caused by Carrier or by the negligence of its agents or employees, and in such event, Carrier shall be liable only to the extent of actual damage sustained but, in no event, an amount greater than the Agreed Value stated herein for the animal(s) in question. IF THE SHIPPER INDIVIDUALLY OR THROUGH SHIPPER'S AGENT FAILS TO DECLARE A VALUE AT THE TIME OF SHIPMENT, THE MAXIMUM LIABILITY IS \$2,000 PER ANIMAL.

SECTION 3: A copy of CARRIER'S TERMS AND CONDITIONS of Shipment may be obtained from Carrier's address identified above. SHIPPER ACKNOWLEDGES IT HAS OBTAINED AND READ A COPY OF CARRIER'S TERMS AND CONDITIONS OF SHIPMENT OR THAT IT HAS BEEN OFFERED AND HAS DECLINED THE OPPORTUNITY TO DO SO, BUT IN ANY EVENT SHIPPER ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS OF SAID TERMS AND CONDITIONS OF SHIPMENT.

SECTION 4: Attendant(s) provided by Shipper or Shipper's agent will be transported without charge, together with their baggage, but in consideration of such free transportation Carrier shall not be responsible other than as a private carrier, for any personal injury or death to said attendant(s) or loss of or damage to their belongings. Attendant(s) must ride in the truck and be readily available to render care for the Shipment at all times. In consideration of the carriage of an attendant or attendants provided by Shipper, Shipper agrees to indemnify and save harmless Carrier from all demands of every kind, nature and description by reason of personal injury sustained by said attendant(s) whether the same be caused by negligence or otherwise. Shipper assures Carrier that said attendant(s) will remain drug and alcohol free during Shipment and agrees that, if not, Carrier may put attendant(s) off at any Truck Stop with or without Shipper's prior notice.

SECTION 5: Costs for any Attendant(s) provided by Carrier accompanying and caring for Shipper's horses will be passed on to Shipper.

SECTION 6: Beneficial Owner of the property shipped hereunder is liable for payment of all charges, if such charges are not paid by Shipper.

SECTION 7: Claims for loss or damage are governed by the provisions of 49 C.F.R. 1005. Claims for duplicate payment and overcharges are governed by the provisions of 49 C.F.R. 1008. Claims must be filed in writing with the appropriate Carrier within nine (9) months after delivery of the property (or in the case of export traffic, within nine (9) months after delivery at port of export) or, in the case of failure to make delivery, within nine (9) months after a reasonable time for delivery has lapsed. Suits shall be instituted against any Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the Claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed and suits are not instituted thereon in accordance with the foregoing provision, no Carrier hereunder shall be liable and such claims will not be paid. Any suit against Carrier must be brought in the U.S. District Court in Medford, Oregon.

SECTION 8: Payment may be made prior to, or at the time of loading, or at destination. If credit is extended by Carrier, then following presentation of a billing statement from Carrier, the person responsible for payment of such charges shall have a credit period of 16 days in which to make payment of any unpaid amount. Amounts unpaid as of the expiration of the credit period shall be subject to a late fee charge of 1.5 percent per month or fraction thereof (18 percent per annum) on the unpaid balance, beginning with the day following the last day of such credit period.

SECTION 9: Upon arrival of the animal(s) and tack if any at destination, unless prior credit arrangements are made, Shipper or the person who is to receive said animal(s) shall forthwith receive said animal(s) and tack and pay all charges due, if not prepaid, and if Shipper or the person to receive said animal(s) fails or refuses to duly receive said animal(s) and tack and pay all charges due Carrier, or a connecting Carrier having said animal(s) and tack in its charge, as agent of Shipper, may have said animal(s) and tack provided for in some suitable place at the cost and risk of Shipper, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. Carrier may at any time or times thereafter sell said animal(s) and/or tack or any number of them, at public or private sale, with or without notice, as Carrier may deem necessary, and apply the proceeds arising therefrom, or so much as may be needed for the payment of any charges that may be due Carrier plus any other necessary costs and expenses.

SECTION 10: Where regulations of the country/state/province of destination or any intermediate country/state/province require certificate(s) relating to the health of animals or brand inspections, the cost of any necessary expense shall be borne by the Shipper and is not included in Carrier's Basic Charge. All other charges incidental to international border crossings including brokerage and/or customs fees shall also be borne by Shipper and are likewise not included in Carrier's Basic Charge.

SECTION 11: All duties, taxes, imports or levies of any kind payable at border crossings, and any such duties, taxes, imports or levies properly incurred in relation to the animals before or after arrival at the port of destination or any intermediate port before delivery to the one receiving the animal(s) are payable by the Shipper or the one receiving the animal(s), and in the event of non-payment by the one receiving the animal(s) the Shipper shall indemnify the Carrier against any such payments which the Carrier shall be required or deem it necessary to make.

SECTION 12: The Shipper individually or through Shipper's agent warrants the animals are in all respects fit, healthy and suitable for the intended transportation, are current on all vaccinations and worming, and possess a current negative coggins, a health certificate and a brand inspection, if one is required.

SECTION 13: In the event Shipper's account is turned over by Carrier for collection, Shipper or Beneficial Owner agrees to pay all collection and court costs, legal interest and reasonable attorney fees.

SECTION 14: Shipper, individually or through its agent, and Carrier agree if Shipper or Shipper's agent does not receive a copy of the bill of lading at point of the shipment's origin, Carrier will provide a copy of the bill of lading to Shipper or Shipper's agent at final destination or mail it to Shipper or Shipper's agent after delivery, upon receipt by Carrier of Shipper's or Shipper's agent's written request to do so.

SECTION 15: In the event any part, portion, term or condition of Carrier's bill of lading or Terms and Conditions of Shipment shall be held to be unenforceable, the remaining parts, portions, terms or conditions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable part, portion, term or condition had not been included herein.