

**HIGHLY RECOMMENDED FOR
TRANSPORTING TEACUP PUPPIES**

Josh & Kallie Bateman, OWNERS · 417-342-4893 · 417-342-4670

From Shipper/Company Name		Account Number		To: Consignee's Name		Account Number	
Address				Address			
City		State		Zip Code		City	
Shipper Telephone ()		Shipper Emergency Telephone ()		Consignee Telephone ()		Regular Vet Telephone ()	
Shipper Signature			USDA #			Destination	

Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by truck according to the applicable Dangerous Goods Regulations.

_____ date of last Feed/Watering _____ time of last Feed/Watering
Shipper certifies that animals have been fed/watered by shipper within 4 hours of transport.

Signature of Shipper Here & Initial Applicable Box Below

This Shipment **does not** contain dangerous goods regulated in truck transport. This Shipment **does** contain dangerous goods regulated in truck transport.

EXECUTED ON:

(Date) _____ (Time) _____ At (Place) _____ Signature of Issuing Carrier or its Agent _____

SPECIAL INSTRUCTIONS: _____

3 Copies of the Health Certificate must accompany shipment.
Please contact us *BEFORE MONDAY* to book your animal(s) for transport.

COLLECTION OF MONEY

_____ OPEN	_____ STORE CREDIT CARD / DEBIT CARD
_____ C.O.D. - COMPANY CHECK	_____ TOTAL TO BE COLLECTED (Write N/A for Open Account)
_____ C.O.D. - EZ Pet Pay	_____ TOTAL AMOUNT COLLECTED (Write N/A for Open Account)

(SHIPPER **MUST** INITIAL BY METHOD OF PAYMENT)

LOAD-IN (TECH. INITIAL)	PET I.D. NO.	MICRO-CHIP. NO.	B RE E D	LOAD-OUT (TECH. INITIAL)	STORE SIGNATURE

It is agreed that the animals described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL ANIMALS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTION ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required. Received in good order and condition on:

(Date) _____ (Time) _____ At (Place) _____ Signature of Consignee or its Agent _____

CONDITIONS OF CONTRACT

Policies - Bateman Diversified will not issue credits for animals. Bateman Diversified reserves the right to reject any or all animals, for any or no reason. Bateman Diversified does not accept and transport sick animals. Bateman Diversified is not responsible for any dissatisfaction or problems associated with the animals transported. Bateman Diversified is not and cannot be associated with the buying and/or selling. Bateman Diversified has no liability beyond that which our insurance carrier covers. Bateman Diversified is solely and strictly a ground transportation service. We must remain neutral in any and all disputes between seller or buyer. Bateman Diversified will not transport any animal until paid to do so (this includes returns and rejected animal.)

Non-Negotiable Document - In tendering the shipment described herein for carriage, Shipper agrees to these Conditions of Contract, which no agent or employee of the parties may alter, and that this domestic waybill is non-negotiable and has been prepared by him or on his behalf by the Carrier.

Carrier Tariffs Govern - It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified herein, subject to governing tariffs in effect as of the date hereof. Said tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract.

Shipper Responsibility - The Shipper is responsible for preparing, marking, packing, labeling and properly describing the contents of his shipment so as to ensure safe transportation with ordinary care in handling. Carrier acceptance of the shipment shall be prima facie evidence of Shipper's compliance with this paragraph.

Inspection of Shipments - All shipments are subject to inspection by the carrier, but the carrier shall not be obligated to perform such inspection.

Reweighting - All freight rendered to Bateman Diversified is subject to reweighing, at either the point of tender, point of transfer or destination and recalculation of freight charges based on such reweighing.

Claims, Time Limits and Procedures - All claims must be made in handwritten form. Only the party to which Bateman Diversified has a signed agreement has any right to make a claim. All claims must be made within 10 days.

Insurance Coverage - All insurance coverage is only for animals lost, stolen, or killed while in transport. Insurance with Bateman Diversified does not compensate for animals that become ill or expire during or after normal transport, Bateman Diversified insurance will not cover losses incurred due to Acts of God or war.

Standard Insurance - Each animal transported by Bateman Diversified is insured up to \$50.00 at not additional charge to you.

Additional Insurance - To protect you further against a loss that may occur in the event of an accident, we provide the option to purchase additional coverage, for a fee of \$7.50 per \$100.00 of declared value.

Liability Limits - Liability, including liability for consequential damages, is limited to the Declared Value or the amount of any damages actually sustained, whichever is lesser. Declared value is agreed and understood to be not more than \$50.00 per animal, unless a higher value is declared hereon and applicable charges paid thereon, however, certain commodities may be deemed to have a lesser value, in which case the value is stated in governing tariffs will apply.

Liability Limits and Declared Value - Declared Value is agreed and understood to be \$50.00 per animal unless, a high value, not to exceed \$750.00 per package, is requested by the shipper and enter in the Declared Value black on the reverse side of the waybill. Maximum Carriers liability is the average declared value per package or the damages sustained, whichever is lesser.

Consequential and Special Damages - The Carrier shall not be liable for an consequential or special damages whether or not the Carrier had knowledge that such damages might be incurred.

C.O.D. Shipments - Shipper must enter the amount of any shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering carrier.

Applicable Routing - Carrier's routing applies.

Delivery - Delivery will be made by the delivering carrier to the Consignee at a point where delivery service is available at applicable tariff charges unless instructions to deliver at airport terminal are specified by Shipper under special instructions.

Receiving - If no one is available to receive the animal at the other end of the transport and/or we are unable to contact the responsible party, the shipper will be responsible for return freight at 75% of the original freight and the shipper must make arrangements to meet the bus upon its return in Neosho to pickup those said animals. Failing this the shipper will be responsible for housing and care at a local DVM clinic or boarding facility at the actual cost and Bateman Diversified will deliver to the clinic/facility at no charge.

Indemnity - The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify the Carriers for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed by reason of any violation of any of the rules contained in applicable tariffs or any other default of the Shipper or other such parties with respect to a shipment.

Exclusions - The Carrier shall not be liable for loss, damage, delay or other result caused by (a) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war; (b) the act or default of the Shipper or Consignee; (c) the nature of shipment, or any defect, characteristic or inherent vice thereof; (d) violation by the Shipper or Consignee of any of the rules contained in applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; or (e) compliance with delivery instructions from the Shipper or Consignee or noncompliance with special instructions from the Shipper or Consignee not authorized by applicable tariffs.

Carrier Liability Insurance - Pups & Kittens on Wheels, LLC is a self-insurer up to \$5,000.00 with respect to the risk of loss, damage, or delay and maintains sufficient liability insurance above the self-insured amount to cover any foreseeable contingency.

Schedules Not Guaranteed - Except as otherwise provided herein, The carrier has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times of arrival or departure.

Missouri Law Applicable - This Agreement is subject to, and will be interpreted in accordance with the law of the state of Missouri, without regard to principles of conflicts of law.