



Addendum to Brook Ledge, Inc. Bill of Lading for Shipments Involving Transport by Air

1. Shipper hereby constitutes and appoints Brook Ledge, Inc., its officers, employees, and or specifically authorized agents, to act for and on Shipper's behalf either in writing, electronically, or by other authorized means to: make, endorse, sign, or declare any customs entry, declaration, certificate, bills of lading, air waybills, or contracts of Carriers including FedEx, Federal Express Corporation, and other air Carriers, carnet or any other documents required by law, regulation or commercial undertaking in connection with the importation, exportation, or transportation of horses. Said authorization includes Brook Ledge Inc.'s ability to limit liability pursuant to other carriers' terms and conditions of shipment.
2. It is understood and agreed all horses shipped by air transport are shipped at owner's risk and all Carriers involved in any portion of the shipment limit liability as set forth in Brook Ledge, Inc.'s bill of lading and Terms and Conditions of Shipment.
3. It is also understood there is an inherent risk to shipping live horses, and that the Shipper and Shipper's agents agree to the Terms and Conditions of Shipment and as set forth in Brook Ledge, Inc.'s bill of lading.
4. Brook Ledge, Inc. is both a licensed common and contract Carrier with the Federal Motor Carrier Safety Administration and Brook Ledge, Inc. may, at its option, declare for each shipment whether it is operating under its common or contract Carrier authority or both.
5. The word "Shipper" shall mean the persons at whose request Brook Ledge, Inc. undertakes the business, who warrant they are the owners or authorized agents of the owners or other persons who are or may hereafter become interested in the horses involved and who further warrant they are authorized to accept and are accepting Brook Ledge, Inc.'s Terms and Conditions of Shipment not only for themselves, but also for and on behalf of the owners and all other persons who are or may hereafter become interested in the horses involved in the transaction.
6. Brook Ledge, Inc. is hereby given full freedom to choose the means, route, and procedure and to prepare documents in Shipper's names or in the Carriers' names in handling transportation, delivery, receipt or clearance of the horses and to select and engage Carriers, truckmen, forwarders, custom house brokers, agents, warehousemen, and others to transport, receive, deliver and/or otherwise deal with or handle the horses, all of which shall be deemed to be acts as agents for and on behalf of the Shipper. The horses may be entrusted to such agents subject to all conditions as to limitations for loss, damage, delay or expense, and to any and all rules, regulations, requirements, and conditions, whether written or printed or stamped, appearing on bills of lading, receipts, or tariffs issued by such Carriers, truckmen, lightermen, forwarders, custom house brokers, warehousemen, agents or others, or as may be applicable by operation of law or treaty.
7. Brook Ledge, Inc. shall under no circumstances be liable for any loss, damage, delay or expense as to the horses for any reason whatsoever when in the custody, possession, or control of third-parties, selected by Brook Ledge, Inc. or otherwise, to forward, transport, carry, store, handle, load, unload, care for, enter and clear, receive, or render any other services with respect to the horses involved in any transaction undertaken by Brook Ledge, Inc..
8. No insurance will be effected by Brook Ledge, Inc. upon or in connection with the horses involved in any transaction handled by Brook Ledge, Inc. unless specifically requested by Shipper in writing, and agreed to by Brook Ledge, Inc. in writing. Such insurance will be at the cost of the Shipper and will be subject to the exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Brook Ledge, Inc. does not undertake or warrant that such insurance can or will be placed. Brook Ledge, Inc. shall not be under any obligation to affect a separate insurance policy in connection with any transaction, but may declare it, without being obliged to do so, on any open or general policy, if available. Should the insurer dispute their liability for any reason the insured shall have recourse only against the insurers. Brook Ledge, Inc. shall be under no responsibility or liability whatsoever in connection therewith, notwithstanding the premium upon the policy of insurance may not be at the same rates as that charged or paid to Brook Ledge, Inc. by the Shipper, or the horses were insured under a policy in the name of the Brook Ledge, Inc. Insurance premiums and the charge of Brook Ledge, Inc. for arranging the same shall be at Shipper's expense. Brook Ledge, Inc. will be under no responsibility for any non-payment of any claims by the insurance company, even if the insurance was affected by, and the insurance company was selected by Brook Ledge, Inc.
9. Brook Ledge, Inc. shall under no circumstances be deemed an insurer or bailee in connection with any transaction handled by it. Brook Ledge, Inc. shall not in any event be under any liability for any delay or consequential loss or loss of market however caused nor for any loss, damage or expense arising from, or in any way connected with the description of any horses, however caused.
10. If Shipper or any employee, servant or agent or other person authorized by Shipper travels by transport arranged or provided by Brook Ledge, Inc. or its agents, Brook Ledge, Inc. is under no liability to him/her or his/her representatives for the loss of life, personal injury or delay or the loss of, or damage or delay to his property however caused or for any other loss howsoever arising.
11. Shipper shall indemnify Brook Ledge, Inc. in respect of any liability it may be under to any third-parties whomsoever at any time involved with the transportation of the horses directly or indirectly or to any owner or consigner, or consignee of the horses or any other person interested therein whatsoever.

Flight Date: _____ Origin: _____ Destination: _____

Horse Name(s): _____

By: _____ Dated: _____, 20____
Shipper or Shipper's Agent Signature Printed Name