

VENTURA FARMS

235 W. Potrero Road • Thousand Oaks, California 91361
(805) 496-0767 • fax (805) 494-8503
www.venturafarms.com

SERVICES CONTRACT

1. **PARTIES. THIS AGREEMENT** is made this _____ day of _____ 20____ by and between Ventura Farms, whose address is 235 West Potrero Road, Thousand Oaks, California 91361 (hereinafter "VF"), and:

Name (hereinafter "Client")		Address	
County	City	State	Zip
Residence Phone	Ranch Phone	Business Phone	Fax
Social Security	Current IAHA	Current AHSA	Credit Card Exp.
Ranch Name and Address (if different)			

2. **HORSE.** This Agreement pertains to the purebred or part Arabian horse (hereinafter "the Horse" or "the Mare"):

Name of Horse	Sire	Dam
Registration Number	Date Foaled	Color Sex

3. **OWNERSHIP.** Client (mark one); () owns 100% of the Horse*; () leases the Horse from:

Name	Address	City, State, Zip	Phone
() manages the Horse for:			

Name	Address	City, State, Zip	Phone
() or, has purchased the Horse on an installment contract with final payment due on _____ and title and registration are currently held by:			

Name	Address	zip
*If Client does not own 100% of the Horse, the names, addresses and phone number of all owners of the Horse are:		

Client represents and warrants that Client is authorized to bind each owner of the Horse to this Agreement as if each such owner was the "Client" hereunder and Client acknowledges and agrees that the liability of each owner of the Horse under this Agreement shall be joint and several.

4. **INSURANCE.** Is the horse insured? Yes ___ No ___ Insurance Co. _____.
Emergency telephone number _____. Client acknowledges that VF is not obligated to carry any insurance covering the Horse and that Client is to obtain, at Client's sole cost, all insurance coverage of and concerning the Horse in amounts that Client deems appropriate, but is not obligated to obtain any such insurance. All insurance obtained by client regarding or concerning the Horse shall contain a waiver by the insurer(s) of any right of subrogation against VF and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors and agents. Client releases VF from all liability, damages or injuries regarding or in connection with any information given or not given to Client's insurers by VF, including, but not limited to, notifying Client's insurer(s) or obtaining insurer(s) consent for surgical or other health-related services rendered or to be rendered to the Horse, which shall remain Client's responsibility.

5. **SERVICE PROGRAM.** Client agrees to pay VF for all board and services rendered by VF to the Horse in accordance with the VF Fee Schedule which Client acknowledges receiving. Client further agrees to pay VF for all other services rendered by VF, and all other costs and expenses VF incurs or expends, in connection with the Horse, in VF's sole discretion. Client shall be responsible for all of the foregoing fees, costs and expenses beginning with the Horse's arrival at VF until the Horse is released by VF to Client. Client agrees to pay all such fees, costs and expenses before the Horse is released by VF to Client. Client agrees that VF shall be entitled to retain possession of the Horse until all such fees, costs and expenses are paid. Client agrees that none of VF's fees, costs and expenses under this Agreement are subject to any set-off or counter-claim. Client hereby contracts for the VF board services, to be rendered at Ventura Farms for a base fee of \$ _____ per day or \$ _____ per day with foal.

6. **VETERINARY CARE.** Veterinary care will be provided to the Horse by VF as decided in VF's sole judgment, including, but not limited to, emergency treatment or surgery without notice to Client. Without limiting the generality of the foregoing, VF shall be entitled, without liability to Client, to vaccinate or test the Mare or to take any actions to comply with health requirements or advice of any governmental body, office or agency. Client shall pay for all veterinary care provided the Horse by or on behalf of VF.

7. **VACCINATIONS AND TESTS.** Client warrants that the Horse will be free of all illness and diseases upon arrival at VF. On or prior to arrival at VF, the Horse shall have current vaccination for Strangles, Equine Influenza, Rhinopneumonitis, Tetanus and Sleeping Sickness and have tested negative for Coggins and Swamp Fever each performed with six (6) months of arrival at VF and Client shall provide records of such vaccinations and tests. If upon arrival at VF, the Horse is not fully vaccinated or tested or if the Horse's records do not reflect full vaccination or testing, VF may, at its sole discretion, not accept the Horse or provide such vaccinations and tests to the Horse at Client's expense.

8. **TRAINING AND SHOWING.** If the Horse is placed into training by VF, the Horse shall be worked, trained or shown by such VF personnel as chosen by VF in its sole judgment. VF may change the VF personnel working, training or showing the Horse from time to time or at any time. Where, when, by whom against whom and in what show or class the Horse shall be shown will be decided by VF in its sole judgment, after consultation with Client. Acceptance of the Horse into training by VF does not obligate VF to show the Horse. VF disclaims any obligation to show the Horse in any particular show or any particular class. Client acknowledges that VF may have in its training program or owned by VF one or more horses who may compete against the Horse at horse shows or in the same class at horse shows. If the Client disagrees with any decision of VF regarding the training or showing of the Horse, the Client's sole remedy in such event is to withdraw the Horse from VF's training program, which Client agrees shall not terminate or alter Client's obligation to pay any fees, costs, expenses or other amounts already incurred pursuant to this Agreement.

9. **HALTER BREAKING FEE.** Client shall pay the halter breaking fee set forth in the VF FEE SCHEDULE if, at the sole discretion of VF, such services are necessary for the handling of the Horse, the Mare or resulting foal, regardless of whether these services are requested by Client. Notwithstanding the foregoing, VF may, in its sole judgment, refuse to accept or reject the Horse, or the Mare, if not sufficiently halter broken.

10. **LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION AND LEGAL ACTION.**

A. Client hereby releases, discharges, waives, and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever the Client has, may have or hereafter have against VF and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors, agents, or successors and assigns, (hereinafter collectively the "Released") by, of or for any injury, accident, sickness, disease, estray, theft, or death or to the Horse or any of Client's horses wherever or however the same may occur, including, but not limited to, any injury, accident, sickness, disease, estray, theft, or death by reason of or caused by, whether in whole or in part, any alleged negligent or grossly negligent act, omission, or conduct, or alleged breach of contract, by or of the Released.

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Client Initial

_____/_____/_____
Date

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VF Initial

_____/_____/_____
Date

B. Client assumes all risks of loss and damage for any injury, sickness, disease, estray, theft, or death of and to the Horse or any of Client's horses. Client further agrees that no bailment is established with respect to the Horse or any of the Client's horses and that in all actions, the Client shall have the burden of proof of establishing any claim, liability, damage or loss.

C. All special, incidental, and consequential damages, including, but not limited to, lost income revenue or profits, are hereby excluded, disclaimed and shall not be awarded or recovered by the client. In no event shall Client's remedies exceed the amount of the fee paid for the service complained of.

D. The Released shall also not be liable for any personal injury or disability which Client or Client's agents, representatives, employees, invitees or family may receive while on VF's premises, which risks and liability are hereby assumed by Client. Client agrees not to sue, or bring any other legal action against the Released in connection with any claim, liability, damage or loss which is released, discharged, waived, or relinquished by Client hereunder.

E. Client agrees to defend indemnify and hold the Released, and each of them, harmless from any claim, liability, damage or losses caused or contributed by, whether in whole or part, the Horse or any of the Client's horses, including, but not limited to, all expenses and attorney's fees incurred by the Released in defending all such claims. This defense, indemnity and hold harmless shall be required regardless of whether any liability, loss, cost, damage or expense is caused or contributed to in part by the Released or any of them. It is the intention of the parties here to this defense, indemnity and hold harmless does not require payment as condition precedent to recovery by the Released or any of them.

F. As a condition precedent to any legal action by Client, Client shall notify VF in writing at least thirty (30) days in advance of initiating any legal action against the Released, or any of them, regarding or concerning, in whole or in part, the Horse, any of Client's horses, the Agreement or any other claim against the Released. Within twenty (20) days if receiving such notice, VF or any of the Released shall be entitled to require that any such action be resolved by submission to binding arbitration before the American Arbitration Association ("AAA"), in accordance with the Rules of the AAA, with such arbitration to take place in Ventura County, California. If VF or any of the Released elects binding arbitration, both VF, the Released and Client to the fullest extent allowed by law waives trial by a jury or by a court.

Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against the Released regarding or concerning, in whole or in part, the Horse, any of the Client's horses, this Agreement or any other claim against the Released or any of them must be filed with a court competent subject matter jurisdiction in Ventura County, California or the AAA (if VF or any of the Released so elects) no later than one hundred and twenty (120) days from the date of the claimed loss or be forever barred. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorney's fees and costs, in addition to all other relief, through and including any petitions or appeals.

11. ACCEPTANCE. THIS AGREEMENT MUST BE SIGNED BY THE CLIENT AND THE GENERAL MANAGER OF VF AT THE TIME OF OR PRIOR TO ARRIVAL OF THE HORSE AT VENTURA FARMS, OR THE HORSE WILL NOT BE ACCEPTED.

12. SALE COMMISSION. In the event the Horse is sold while the Horse is in VF custody, or within 30 days after leaving VF custody, Client shall pay a VF commission of twenty percent (20%) of the sale price, regardless of whether the sale was achieved through VF's efforts.

13. BILLING. Interest at the rate of 1.5% per month, or the highest legal rate, whichever is less, shall be charged and paid on all balances of Client unpaid for thirty (30) days. If Client fails to pay any amount due hereunder for more than thirty (30) days, VF may immediately accelerate all other amounts due under this Agreement and under any other agreement between Client and VF or its affiliates upon written notice to Client. The fees of Paragraph 5 (for the previous month) will be due and payable (as set forth in the VF Fee Schedule) on the first day of each month regardless of whether a bill has been sent by VF.

14. RELEASE OF THE HORSE. CLIENT AGREES THAT ALL OUTSTANDING BALANCES DUE TO VF FOR BOARD, TRAINING, BREEDING, HANDLING, FOALING, VETERINARY CARE, FARRIER WORK AND ALL OTHER VF FEES, CHARGES, AND EXPENSES PURSUANT TO THIS AGREEMENT SHALL BE PAID PRIOR TO VF'S RELEASE OF THE HORSE. THE CLIENT SHALL MAKE ARRANGEMENTS WITH VF FOR THE HORSE'S RELEASE AT LEAST 48 HOURS IN ADVANCE. (If the Horse is being transported by a party other than VF, including to a show or otherwise, Client agrees that the party transporting the Horse is not an agent for VF and agrees to look solely to such a person, and not to VF, for any loss or claim arising out of the transportation of the Horse.)

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Client Initial

_____/_____/_____
Date

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VF Initial

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Date

15. **LIEN.** Client grants VF a lien upon and security interest in the Horse, any foal of the Horse and the registration papers of each of the foregoing, to secure all obligations and amounts due under this Agreement or any other agreement between Client and VF or any of its affiliates. VF may, at any time until all amounts due hereunder are fully paid, file a photocopy of this Agreement in the county and state in which it believes any such horse or foal may be kept, or where the Client resides and when so filed, the copy shall be effective as a financing statement, as well as a security agreement. **AT ANY TIME, CLIENT'S BALANCE WITH VF IS UNPAID FOR THIRTY (30) DAYS, OR THE CLIENT IS OTHERWISE IN DEFAULT OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN CLIENT AND VF OR ANY OF ITS AFFILIATES, VF MAY FORECLOSE ITS SECURITY INTEREST. TEN DAYS' NOTICE SHALL BE DEEMED REASONABLE NOTICE OF ANY FORECLOSURE SALE. THE FORECLOSURE SALE MAY BE HELD BY INDIVIDUAL HORSE, IN BULK OR IN PARCELS, AT WHOLESALE OR RETAIL, IN PUBLIC OR IN PRIVATE, AND AT ANY TIME AND PLACE AND ON ANY OTHER TERMS SELECTED BY VF. THE HORSE OR FOAL MAY BE SOLD IN ITS EXISTING CONDITION. EXPENSES INCURRED BY VF IN ITS SOLE JUDGMENT, INCLUDING, BUT NOT LIMITED TO, VF'S FEES; THE COST OF TRANSPORTATION AND PREPARATION FOR SALE AND OF THE CONDUCTING SALE; REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED BY VF, AND ALL OTHER AMOUNTS OWED TO VF SHALL BE DEDUCTED FROM THE SALE PROCEEDS. VF SHALL ACCOUNT TO CLIENT FOR ANY SURPLUS; HOWEVER, CLIENT SHALL BE LIABLE TO VF FOR ANY DEFICIENCY.**

16. **ASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Agreement without the prior written consent of VF, which may be withheld in VF's discretion. VF may assign any right or delegate any duties under this Agreement upon written notice to Client.

17. **TERMINATION AND WAIVER.** This Agreement may be terminated by either VF or Client at any time upon thirty (30) days' written notice to the other; provided that in the event of a default by one party, the other party may terminate at any time upon immediate written notice. Upon the termination of this Agreement Client shall remove the Horse in the manner provided in paragraph 15 hereof. Termination shall apply only to those horse(s) specified in the termination notice and this Agreement shall continue to apply to any horse remaining in VF's possession after the termination of this Agreement. No delay or failure by VF to exercise any, right or remedy under this Agreement shall be deemed a waiver of that or any other right or remedy. The termination of the Agreement shall not terminate either party's obligation to pay any fees, costs, expenses and other amounts already incurred pursuant to this Agreement.

18. **TAXES.** Client shall pay for and shall defend, indemnify and hold VF harmless from any sales, excise, use or similar tax relating to the Horse or any of the Client's horses, including any interest or penalty thereon.

19. **CLIENT INFORMATION.** Client shall promptly notify VF in writing of any change in any information given by Client to VF.

20. **ENTIRE AGREEMENT; INTERPRETATION; CHOICE OF LAW; ETC.** This Agreement contains the entire understanding of the parties concerning the subject matter and supersedes any prior or contemporary agreement between the parties. This Agreement may only be modified or amended in writing stating that it is a modification or amendment of this Agreement which is signed by Client and the General Manager of VF. The parties hereto agree that they will make no claim at any time that this Agreement has been orally altered, modified or otherwise changed by oral communications of any kind or character. This Agreement shall not be construed against VF on the basis that VF drafted the same. Headings are for convenience only and are not part of this Agreement. The invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the internal laws of the State of California.

THE CLIENT HAS READ, UNDERSTOOD, AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT.

****SHOW FEES AND TRAINING FEES ARE SUBJECT TO CHANGE**

CLIENT SIGNATURE

BY: VENTURA FARMS

DATE

DATE:

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Client Initial

Date

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VF Initial

Date