



SERVICES CONTRACT

1. **Parties.** THIS AGREEMENT is made this _____ day of _____, 20 _____, by and between DALE BROWN PERFORMANCE HORSES INC (DBPH INC)

AND

Name (hereafter "Customer") Address

Residence Phone Business Phone Emergency Phone E-mail

2. **Horse(s).** This contract pertains to the registered Horse(s) and all Horse(s) owned by the customer in the care of DALE BROWN PERFORMANCE HORSES INC. (hereafter "the Horses(s)"). Only one horse per contract please.

Name of Horse: _____

Registration Number: _____

Date Foaled: _____

Sex: _____

Sire: _____ Dam: _____

Insurance Carrier: _____

Expiration: _____

Insurance contact person and phone number: _____

Coverage amount: _____

Special conditions of policy: _____

- 3. Training Service.** Customer contracts for DBPH INC to provide training services for a base rate of \$850 per month, per horse, plus additional fees and expenses described on a separate rate sheet posted on the DBPH INC webpage (www.dalebrowninc.com), which may be modified from time to time without notice.
- 4. Limitation of Liability and Indemnification.** Customer acknowledges that the care, training, transportation and showing of horses involve an inherent risk of injury, disease and death to both the horses and people participating in these activities. DBPH INC prides itself on providing the best possible care for their customer's horses, but losses can occur despite the best of intentions. Therefore, Customer agrees that DBPH INC its Affiliates, Representatives, Officers, Directors, Agents, Contractors and employees (hereby collectively called DBPH), SHALL NOT BE LIABLE for any sickness, disease, stray, theft, injury or death that may be suffered by any horse while in their custody; nor for any loss, damages, or injury arising out of or connected with breeding, boarding, conditioning, training, or any other services pursuant in this contract. Customer fully understands, authorizes and assumes the special risk inherent in conditioning, training, swimming, breeding, and transporting horses, and acknowledges that mortality and other insurance is a Customer's sole responsibility and remedy for any loss. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED. In no event shall Customer's remedy exceed the amount paid for the service complained of. DBPH shall also not be liable for any personal injury, disability, or death which the Customer or his agent, representatives or family may receive while on DBPH premises or participating in any show or event off of the premises. Customer agrees to pay all expenses and attorney's fees incurred in defending any claims made against DBPH for any loss covered by this paragraph. DBPH also shall not be responsible for stolen or broken tack or equipment owned by Customer and in DBPH possession.
- 5. Acceptance.** This contract is effective when approved and executed by DBPH to Customer, which reserves the sole right to refuse to accept any horse at its sole discretion, and to return any horse at Customer's sole expense.
- 6. Vaccinations.** Customer warrants that the horse(s) is/are free of all communicable disease upon arrival at DBPH On or prior to arrival, customer shall provide current vaccinations for equine influenza, tetanus, sleeping sickness, rabies, West Nile, dewormer, and Rhino, and a negative Coggins (swamp fever) test performed within six (6) months prior to arrival. If the horse(s)

arrive without records of such vaccinations and tests, DBPH may at its option reject the horse(s) or order the vaccinations and test at Customer's sole expense.

- 7. Vet Care.** DBPH is hereby appointed Customer's agent and authorized to take all actions and incur for Customer all obligations necessary to maintain and provide all reasonable care for the horse(s); including without limitation, vaccination, worming, Coggins test, dentistry, lameness treatments, medical treatment for injury or illness, farrier care, regular breeding cultures, and other veterinary needs; including emergency surgery, at its discretion, at Customer's sole expense. DBPH will attempt to contact Customer and/or its insurer before authorizing any non-routine or emergency care if the health of the horse will not be compromised thereby.
- 8. Sales Commission.** For any horse sold while at DBPH or in its care, Customer agrees to pay a commission of fifteen percent (15%) of the total sales price to DBPH regardless of whether DBPH is the procuring cause of the sale. By enrolling a horse in a sales program, there is no guarantee that said horse will be sold on a specific timeline.
- 9. Payment.** All fees are billed at the first of the month and due when billed. No horse will be trained, shown, marketed etc. if payments are not current. Interest at the rate of one and a half percent (1.5%) shall be charged and paid on all balances unpaid and overdue thirty days (30) days. All services shall cease until balance is paid in full.
- 10. Release.** Customer agrees that all outstanding balances due under this Agreement and incurred by DBPH on Customer's behalf shall be paid **PRIOR TO RELEASE OF THE HORSE**. If a stallion owner asserts a contractual or statutory lien on Customer's mare for a stud fee, Customer authorizes DBPH to honor such stallion owner's demand that the mare not be released to Customer until such lien is satisfied, and Customer will continue to be responsible for board fees until the horse is released. Customer shall make arrangements for the horse's release at least 48 hours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood test, vaccinations and health certificates, whether through DBPH veterinarians or otherwise. Upon removal of the horse from its stall before loading the horse for shipment, Customer assumes full responsibility and releases DBPH from any responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.
- 11. Lien.** Customer grants DBPH a lien and security interest in the horse and any foal in utero or at DBPH to secure payment of all obligations and amounts due under this or any other contract with DBPH. DBPH may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract with the county and state in which it believes the horse or foal to be kept, or where the Customer resides, and when so filed, the copy shall be effective as a financing statement as well as the security agreement. At any time the Customer's balance is unpaid for

thirty (30) days, or Customer is otherwise in default of this or any other contract with DBPH, DBPH may foreclose its security interest in the horse. Ten (10) days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.

- 12. Nonassignability.** Customer may not assign any rights or delegate any duties under this contract without the written consent of DBPH.
- 13. Waiver.** No delay or failure by DBPH to exercise any rights or remedy shall be deemed a waiver of that or any other right or remedy.
- 14. Entire Agreement; Construction; Jurisdiction; Attorney Fees.** This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing. Headings are for convenience only and are not part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity of enforceability of the remainder. The contract shall be construed and governed by the laws of Georgia. Because this contract is to be performed primarily at DBPH facility and is to be governed by Georgia Law, Customer agrees that all disputes connected with this contract shall be proper only in Laurens County, Georgia. If a lawsuit is filed with respect to this contract or any of the transactions or communications between the parties regardless of the theory of action asserted, DBPH forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs for such a suit.

Customer Signature:

Date: _____

Dale Brown Performance Horses Signature:

Date: _____

**Dale Brown Performance Horses INC.
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