



Mailing Address 28555 N 84<sup>TH</sup> ST Scottsdale, AZ 85266 Phone (805)450-4244

ABCentre@yahoo.com www.AliBrady.com

STANDARD SERVICES AGREEMENT

1. PARTIES. This Agreement is made this day of , 20\_\_ by and between ABCentre, and the Customer described below ("Customer"):

Form with fields for Name, Address, City, State, Zip Code, Email Address, Home Phone, Cellular Phone, Work Phone, Work Fax, Credit Card Type, Credit Card Number, Expiration Date, Name as it Appears on Card, Card Billing Address, 3-digit code, City, State, Zip Code.

2. HORSE. This Agreement relates to the horse described below ("Horse"). Customer agrees to immediately provide ABCentre with a copy of Horse's Certificate of Registration, horse show records, and medical & farrier records as requested on the Horse Information Statement ("Information Statement").

Form with fields for Name of Horse, Sire, Dam, Registration No., Date Foaled, Color, Sex, Breed, Insurance Carrier, Insurance Agent, Amount, Policy Number, Expiration Date.

3. OWNERSHIP. Customer: (Mark applicable one)

- Has full legal title to Horse. Registration is in Customer's name
Is purchasing Horse on an installment from: (complete 3A)
Is leasing Horse from: (complete 3A)
Is managing Horse for: (complete 3A)
Is co-owner of Horse along with: (complete 3A)
Co-owner's name does not appear on registration.

Form with fields for 3A. Seller/Owner/Co-owner/Leaser, Phone, In case of emergency, call, Phone.

4. PROGRAM(S). Customer hereby contracts with ABCentre for the following Program(s) as further described in the Program Description and Fee Schedule as hereinafter modified or amended: (Mark applicable program):

- Full Training/Box Stall..... \$
Other .....\$

Customer agrees that the services accompanying the applicable Program shall be provided by ABCentre according to the terms and conditions as set forth in this Agreement and in the Program Description and Fee Schedule. Customer agrees that, in the exercise of its sole discretion, may increase or otherwise modify the fees and charges set forth in this Agreement or the Program Description and Fee Schedule with a fifteen (15) day notice to Customer and Customer shall be liable for payment of such expenses as increased or modified.

5. BOARDING AND TRAINING FEES. Customer shall pay ABCentre a daily fee for each day in which Horse is in a Program at the applicable rate set forth in the Program Description and Fee Schedule (the "Program Fee"). Customer agrees that ABCentre in its reasonable discretion may from time to time change the Program applicable to Horse, including, but not limited to, medical or behavioral reasons. Customer agrees to pay ABCentre a Program Fee at the rate set forth in the Program Description and Fee Schedule for the changed Program.

**6. FEES AND EXPENSES.** In addition to the Program Fee, Customer shall pay all additional fees and expenses set forth in the Program Description and Fee Schedule, which are applicable to Horse, or the services provided ("Additional Expenses"). Customer shall also pay or reimburse ABCentre promptly for all taxes and assessments, except income taxes, related to this Agreement and the Services (including any interest and penalties imposed in connection with such taxes).

**7. ACCEPTANCE.** This Agreement is not effective until approved and executed by ABCentre, which reserves the right to reject any Horse at its sole discretion and return any unruly Horse at Customer's expense.

**8. TERMINATION.** ABCentre may terminate this Agreement immediately upon notice to Customer in the event that it believes, in its sole discretion, which the Horse presents a threat of injury to person or property (including, but not limited to, unruly behavior or contagious illness) or in the event Customer violates stable rules, stable hours, disrupts business, or endangers others. In such event, ABCentre reserves the right to remove the Horse from premises at Customer's expense.

**9. TRANSPORTATION.** Customer shall be solely responsible for paying the costs of transporting Horse in connection with this Agreement. Customer hereby authorizes ABCentre to transport, or to select a third-party to transport Horse to a veterinary medical facility, horse show, or any other location. Customer agrees to pay for any such transportation.

**10. BILLING TERMS.** The Program Fee shall be due and payable in advance and shall be due on the 10th day of each month. Any additional expenses shall be due and payable upon the receipt of statement. All Show Fees shall be due and payable in advance and must be paid prior to Horse departing for any horse show. If Customer fails to object to any item charged on a statement within fifteen (15) days from the date such statement is deposited in the United States mail or personally delivered, then it shall be conclusively agreed by Customer that such amount is fair and correct and is owed to. All payments hereunder shall be made in lawful money of the United States at the address set forth above.

**11. DELINQUENT PAYMENTS.** Any payment not made within fifteen (15) days of the due date shall be deemed delinquent. Customer agrees that time is of the essence in payment of all amounts due under this Agreement and that it would be impractical to fix exact amounts of damages if Customer fails to pay promptly. ABCentre shall be entitled to charge as liquidated damages on any delinquent balance, a late fee of 5% of outstanding balance for each month balance is not paid in full. In addition to the foregoing, ABCentre may take such action as it deems appropriate to protect its interests, including the cessation of any Services more than standard board or refusing to take Horse to a show.

**12. SECURITY INTEREST AND LIEN.** Customer hereby grants ABCentre a security interest and lien on said horse as security for all payments now or hereafter owing and performance of all obligations of Customer hereunder. If customer is not the legal owner of the Horse, Customer specifically represents and warrants that the person signing this Agreement is a dully authorized attorney-in-fact to execute this Agreement and grant the security interest and lien granted hereby for the owner of the Horse as a result of this Agreement. If Customer fails to perform fully and timely any obligation under this Agreement, ABCentre, at its option, may declare and exercise all rights in the Horse as a result of this Agreement allowed by this Agreement and/or the California Uniform Commercial Code.

**13. HEALTH REQUIREMENT, VACCINATIONS, AND VETERINARY CARE.**

- A. Customer warrants that Horse is free from all contagious or infectious diseases upon delivery to ABCentre.
- B. Prior to the arrival of Horse at ABCentre, Customer shall have the Horse vaccinated and tested for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative coggins (swamp fever) test, West Nile and shall provide a record of the Horse's vaccination and testing within the last ninety (90) days.
- C. Customer shall provide to ABCentre on or before the time Horse is delivered a fully completed Horse Information Sheet.
- D. Should the Horse arrive at ABCentre without such vaccinations and coggins test as required above, ABCentre may, at its option refuse to accept Horse or provide the vaccinations and coggins test at Customer's expense. All vaccinations and deworming will be administered thereafter at prescribed intervals by ABCentre.
- E. Customer hereby authorizes ABCentre to provide or arrange for, at Customer's sole expense, all veterinarian services, or treatments to Horse that ABCentre reasonably believes to be necessary.
- F. If at any time while Horse is at ABCentre, it is determined by ABCentre, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from ABCentre, ABCentre shall give Customer notice of such condition and shall have the right to have Horse removed from ABCentre immediately at Customer's sole expense.
- G. ABCentre shall have the right to require that Horse receive, at Customer's sole expense, a veterinarians' certificate of health prior to Horse's release from ABCentre.

**14. RELEASE OF HORSE. MUST BE PAID BY CASH, CHECK OR CASHIERS CHECK. NO EXCEPTIONS!**

Customer shall provide ABCentre with a 30 notice of said horse to leave the program and at least a twenty-four (24) hours' notice of intent to pick-up Horse on a weekday and with forty-eight (48) hours' notice on a weekend. Failure to provide a 30-day notice will result in a 15-day full rate penalty fee to paid in full before horse leaves the property, unless otherwise mutually agreed upon. Customer shall provide ABCentre with written authorization to release Horse to any third-party transporter and ABCentre shall have no obligation to release Horse without such written authorization. Upon commencement of the loading of Horse by a third-party transporter or Customer, Customer assumes full responsibility and liability for the health, soundness, transportation, and care of Horse.

**15. SELECTION AND PAYMENT OF THIRD PARTY SERVICE PROVIDERS.** From time to time, ABCentre has the authority and may arrange for third party service providers to provide services to Horse or for Customer, including but not limited to, veterinary, farrier, photography, and transportation services ("Third Party Service Providers"). Where ABCentre directly pays the Third-Party Service Provider, the fees of such provider shall be deemed Additional Expenses and paid directly to ABCentre. Where the Third-Party Service Provider directly bills Customer, Customer agrees to pay such Third-Party Service Provider promptly in accordance with the invoice terms. Customer acknowledges that the availability of such Third-Party Service Providers is critical to the success of ABCentre and that, therefore, prompt payment of Third-Party Service Providers is a material term of this Agreement. Customer further acknowledges that ABCentre selection and arrangement for the provision of services by Third Party Service Providers is

done as an accommodation to Customer and that such Third-Party Providers are not the agents, employees, or joint ventures of ABCentre. In no event shall ABCentre be liable for any action or inaction of a Third-Party Service Provider.

**16. DECISIONS REGARDING TRAINING AND SHOWING OF HORSE AND ABCENTRE'S RIGHT TO ENGAGE IN CONFLICTING ACTIVITIES.** Customer agrees that ABCentre shall have the right to decide, in its sole discretion, in what shows and what classes the Horse should be entered and in what manner the Horse should be trained. Customer acknowledges and agrees that ABCentre and its trainers shall not be committed to show Horse in any particular show or class unless ABCentre agrees in writing to show the Horse at such show or class. ABCentre and its trainers may cancel any such commitment to show the Horse by giving Customer at least thirty (30) days written notice of such cancellation. Customer agrees that ABCentre shall not be liable to Customer for any claims or expense in the event of such timely notice of cancellation. Customer acknowledges that ABCentre shall engage in activities which may directly conflict with Customer's interest regarding the Horse, including the showing, training, and showing of other horses which compete or could compete with Horse. Customer acknowledges that ABCentre shall be free, in the exercise of their sole discretion, to elect not to show Customer's Horse in any given show or class in order that ABCentre will be able to show other horses which compete or could compete with Horse. Customer acknowledges such conflicts and potential conflicts and knowingly and freely waives the right to object to or take any other action with respect to such conflicts even if Customer is harmed thereby.

**17. FULL Equine INSURANCE.** Customer warrants that Horse, while located at ABCentre, is covered by insurance in an amount at least equal to the full value which Customer places on said horses as well as Medical/Surgical coverage in at least the amount of \$7,500. Upon request, Customer agrees to provide ABCentre a certificate of insurance evidencing that his insurance requirement has been satisfied and with copies of its insurance policy or policies on the Horse upon request. Customer may elect to be self-insured and assumes all responsibility for loss and liability. Customer should contact an insurance agent with regards to these and other coverages available.

**18. SALES COMMISSION AND ABCentre RIGHT TO SERVE AS JOINT AGENT.** If (i) Customer has placed Horse in any of ABCentre training or care programs, and Horse is sold; (ii) Horse is sold as a result of activities of ABCentre or any of its employees; or (iii) Horse is otherwise sold to a person or entity for which ABCentre or any of its employees is the procuring cause, then Customer shall pay ABCentre promptly at the time of such sale an amount equal to fifteen percent (15%) of the total purchase price or value of the consideration to be received by Customer. Customer agrees that ABCentre and any of its employees may serve as both an agent for Customer and as an agent for the purchaser of the Horse and Customer hereby knowingly and freely waives the right to take any other such action with respect to such dual agency.

**19. RELEASE AND INDEMNIFICATION OF ABCentre BY CUSTOMER.** With the exception that the following provisions of this Section shall in no event be constructed to require indemnification by Customer in excess of that permitted under the public policy or the applicable law, Customer shall indemnify, defend and save harmless ABCentre, their employees, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, of and from; (i) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any damage or injury to any third person or persons or to the property of any third person caused by Horse while it is in the care and custody of ABCentre, Crimson Farms, their employees, agents, veterinarians, attorneys, accounts, farriers, successors, assigns, or any of them; and (ii) any and all claims, demands, causes of action, damages, costs, expenses, loss, liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with the Horse which is caused or alleged to be caused by the acts or omissions of ABCentre, their employees, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them. At Customer's own cost, expense, and risk, Customer shall (i) defend any and all suits, arbitration's or other proceedings that may be brought or instituted by third persons or by the legal owner of the Horse (where Customer is not the legal owner) against ABCentre, their employees, agents, veterinarians, attorneys, accounts, farriers, successors, assigns, or any of them, for any and all in enforcing the indemnity granted in this Section. ABCentre, their employees, agents, veterinarians, attorneys, accounts, farriers, successors, assigns, or any of them shall have the right to select his/its own counsel to defend any claim within the scope of this section at Customers expense. ABCentre will also receive a 15% commission payable at the time of sale from any horse sold 30 days after horse leaves care of ABCentre if ABCentre institutes sale.

**20. ARBITRATION REQUIREMENT.** The parties hereby agree to submit all controversies, claims, and matters of difference to arbitration in Scottsdale, Az according to the rules and practices of the American Arbitration Association from time to time in force, except to the extent that such rules are inconsistent with the provisions of this Section. This submission and Agreement to arbitrate shall be specifically enforceable. Without limiting the generality of the foregoing, the following shall be considered controversies for this purpose: (i) all questions relating to the breach of any obligation, warranty or condition hereunder; (ii) failure of any party to deny or reject a claim or demand of any other party; and (iii) all questions as to whether the right to arbitrate any questions exist. Arbitration may proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by Arizona statute. All awards may be filed with the clerk of the state court in the county in which the principal office of the party against whom such award is rendered is located, as basis of judgment and of the insurance of execution for its collection and, at the election of the party making such filing, with the clerk of one or more courts, state or federal, having jurisdiction over the party against whom such an award is rendered or his property.

**21. WAIVER, AMENDMENT OR MODIFICATION.** No provisions of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment modification is in writing and signed by the party against whom the enforcement of such wavier, amendment or modification is sought. The failure of ABCentre to enforce any of the provisions of this Agreement shall not be constructed as a wavier of such provision or of the right of ABCentre thereafter to enforce such provisions.

**22. NOTICE.** In the event any notice is to be given under the terms of this Agreement, or if any party hereto desires to give notice to any other party of this Agreement, such notice shall be in writing, and may be personally delivered or sent by certified mail, return receipt requested, to the addresses shown above. If such notice is delivered personally, it shall be effective upon such delivery; if

mailed, it shall be deemed delivered and effective within forty-eight (48) hours after having been deposited in a United States Post Office.

**23. ACKNOWLEDGMENT AND CONSENT OF PAYMENT OF COMMISSION.** Customer hereby acknowledges and consents to the payment by ABCentre of a commission to other persons or agents for his/her/its services as ABCentre agent in obtaining the purchase of a horse.

**24. ENTIRE AGREEMENT.** The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement. No Agreement shall be deemed to exist or to bind any of the parties hereto unless such representation, warranty, condition, understanding or agreement shall be reduced to writing and mutually agreed to by the parties hereto and expressly incorporated herein.

**25. SEVERABILITY.** All provisions of this Agreement prohibited by the law of any applicable jurisdiction shall, as to said jurisdiction, be ineffective to the extent of such prohibition without thereby invalidating any other provisions of this Agreement.

**26. ATTORNEY'S FEES.** In the event that any suit, arbitration, or action may be brought or instituted by the parties hereto, for any purpose under or in connection with this Agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including reasonable attorney's fees. In the event that ABCentre engages the services of any attorney to enforce any provision of this Agreement, and ABCentre is successful in so enforcing this Agreement, Customer shall pay ABCentre the reasonable attorney's fees and expenses incurred by ABCentre by reason of such enforcement, whether suit or arbitration is brought.

**27. GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by and be constructed in accordance with the laws of the State of Arizona. The parties agree that in the event any legal action or other legal proceeding is instituted, notwithstanding the requirements for arbitration of all controversies and disputes provided, the Superior Court of Maricopa County, Arizona, shall be the exclusive legal forum for the resolution of any dispute which may arise out of or be in any manner connected with this Agreement, and the parties hereto hereby submit to the exclusive jurisdiction and venue of the Superior Court of Maricopa County, Arizona..

**28. SUCCESSORS AND ASSIGNS.** This Agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. Customer, however, shall not have the right to assign any rights or delegate any duties under this Agreement without the prior written consent of ABCentre.

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement as of the date first above written.

|                       |                       |
|-----------------------|-----------------------|
| ABCentre (print name) | Customer (print name) |
| Signature             | Signature             |
| Date                  | Date                  |

**\*\*\*ATTACH A COPY OF HORSE REGISTRATION PAPERS\*\*\***

**\*\*\*ATTACH A COPY OF CURRENT OWNER USE AND AHA CARDS\*\*\***