

Pink Horse Performance, LLC

8001 Clarcona Ocoee Rd. Orlando, FL 32818
407-467-3950 • fax 407-851-1699
www.pinkhorseperformance.com

SERVICES CONTRACT

1. **PARTIES. THIS AGREEMENT** is made this _____ day of _____ 20____ by and between Pink Horse Performance, LLC whose address is 8001 Clarcona Ocoee Rd. Orlando, FL 32818 (hereinafter "PHP"), and:

Name (hereinafter "Client")

Address

County

City

State

Zip

Residence Phone

Ranch Phone

Business Phone Fax

Social Security #

Current IAHA

Current USEF

Current USDF

Credit Card

Exp.

2. **HORSE.** This Agreement pertains to the horse (hereinafter "the Horse"):

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. Insurance Co. _____ Emergency telephone number _____ Client acknowledges that PHP 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. All insurance obtained by client regarding or concerning the Horse shall contain a waiver by the insurer(s) of any right of subrogation against PHP and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors and agents. Client releases PHP from all liability, damages or injuries regarding or in connection with any information given or not given to Client's insurers by PHP, 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 PHP for all board and services rendered by PHP to the Horse in accordance with the PHP Fee Schedule which Client acknowledges receiving. Client further agrees to pay PHP for all other services rendered by PHP, and all other costs and expenses PHP incurs or expends, in connection with the Horse, in PHP's sole discretion. Client shall be responsible for all of the foregoing fees, costs and expenses beginning with the Horse's arrival at PHP until the Horse is released by PHP to Client. Client agrees to pay all such fees, costs and expenses before the Horse is released by PHP to Client. Client agrees that PHP shall be entitled to retain possession of the Horse until all such fees, costs and expenses are paid. Client agrees that none of PHP's fees, costs and expenses under this Agreement are subject to any set-off or counter-claim. Client hereby contracts for the PHP training services, to be rendered at Pink Horse Performance for a base fee of \$_____ per month.

6. VETERINARY CARE. Veterinary care will be provided to the Horse by PHP as decided in PHP's sole judgment, including, but not limited to, emergency treatment or surgery without notice to Client. Without limiting the generality of the foregoing, PHP shall be entitled, without liability to Client, to vaccinate 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 PHP.

7. VACCINATIONS AND TESTS. Client warrants that the Horse will be free of all illness and diseases upon arrival at PHP. On or prior to arrival at PHP, the Horse shall have current vaccination for Strangles, Equine Influenza, Rhinopneumonitis, Rabies, Tetanus, Eastern, Western, and West Nile Encephalitis and have tested negative for Equine Infectious Anemia (Negative Coggins Test), each performed with six (6) months of arrival at PHP and Client shall provide records of such vaccinations and tests. If upon arrival at PHP, the Horse is not fully vaccinated or tested or if the Horse's records do not reflect full vaccination or testing, PHP 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 PHP, the Horse shall be worked, trained or shown by such PHP personnel as chosen by PHP in its sole judgment. PHP may change the PHP 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 PHP in its sole judgment, after consultation with Client. Acceptance of the Horse into training by PHP does not obligate PHP to show the Horse. PHP disclaims any obligation to show the Horse in any particular show or any particular class. Client acknowledges that PHP may have in its training program or owned by PHP 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 PHP regarding the training or showing of the Horse, the Client's sole remedy in such event is to withdraw the Horse from PHP'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. 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 PHP 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.

A. 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.

B. 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.

C. 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 PHP'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.

D. 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.

E. As a condition precedent to any legal action by Client, Client shall notify PHP 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, PHP 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 Orange County, Florida. If PHP or any of the Released elects binding arbitration, both PHP, 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 Orange County, Florida or the AAA (if PHP 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.

10. ACCEPTANCE. THIS AGREEMENT MUST BE SIGNED BY THE CLIENT AND THE OWNER OF PHP AT THE TIME OF OR PRIOR TO ARRIVAL OF THE HORSE AT PINK HORSE PERFORMANCE, OR THE HORSE WILL NOT BE ACCEPTED.

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

12. 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, PHP may immediately accelerate all other amounts due under this Agreement and under any other agreement between Client and PHP or its affiliates upon written notice to Client. The fees of Paragraph 5 will be due and payable (as set forth in the PHP Fee Schedule) on the first day of each month regardless of whether a bill has been sent by PHP.

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

14. **LIEN.** Client grants PHP a lien upon and security interest in the Horse and the registration papers to secure all obligations and amounts due under this Agreement or any other agreement between Client and PHP or any of its affiliates. PHP 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 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 PHP IS UNPAID FOR THIRTY (30) DAYS, OR THE CLIENT IS OTHERWISE IN DEFAULT OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN CLIENT AND PHP OR ANY OF ITS AFFILIATES, PHP 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 PHP. THE HORSE MAY BE SOLD IN ITS EXISTING CONDITION. EXPENSES INCURRED BY PHP IN ITS SOLE JUDGMENT, INCLUDING, BUT NOT LIMITED TO, PHP'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 PHP, AND ALL OTHER AMOUNTS OWED TO PHP SHALL BE DEDUCTED FROM THE SALE PROCEEDS. PHP SHALL ACCOUNT TO CLIENT FOR ANY SURPLUS; HOWEVER, CLIENT SHALL BE LIABLE TO PHP FOR ANY DEFICIENCY.**

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

16. **TERMINATION AND WAIVER.** This Agreement may be terminated by either PHP 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 PHP's possession after the termination of this Agreement. No delay or failure by PHP 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.

17. **TAXES.** Client shall pay for and shall defend, indemnify and hold PHP 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.

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

29. **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 owner of PHO. 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 PHP on the basis that PHP 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 Florida.

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

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

CLIENT SIGNATURE

Pink Horse Performance, LLC

DATE

DATE