

American West Quarter Horses, Inc.

BOARDING & SERVICES AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 20____ by and between American West Quarter Horses, Inc. (hereinafter referred to as "Stable") and _____ (horse owner's name) OR, if horse owner is a minor, _____, horse owner's parent or guardian (such horse owner, parent or guardian (as applicable) hereinafter referred to as "Owner"), with regard to stable services at Stable's facility at 14821 Rio Verde Drive, Scottsdale, Arizona 85262 (hereinafter referred to as the "Ranch"). Owner's horse(s) and also future horse(s) proposed by Owner and accepted by Stable, will be stabled by Stable at the Ranch on the following terms and conditions:

1. **INFORMATION SHEET. HEALTH RECORDS. ACCEPTANCE AND REMOVAL.** Owner shall submit a fully completed Owner's Information Sheet for each horse on the Ranch belonging to Owner within forty eight (48) hours of delivery by Owner of such horse to the Ranch. If Owner does not do so, Stable may complete the Information Sheet to the extent of Stable's knowledge. Owner agrees to disclose to Stable any and all hazardous or dangerous propensities of Owner's horse(s). Stable reserves the right to refuse any horse, and to terminate this Agreement at any time, if Stable deems Owner's horse(s) to be in bad health, handicapped, dangerous, undesirable, not trainable or otherwise unfit for training. Owner shall remove said horse(s) within 48 hours after notice from Stable, and all fees, expenses and other sums due for Owner's horse(s) shall be paid prior to departure.

2. **FEED, FACILITIES AND SERVICES.** Unless otherwise directed by Owner, Stable shall select the feed for Owner's horse(s). Stable agrees to provide feed (as selected by Stable or as otherwise directed by Owner) and boarding facilities for normal and reasonable care to maintain the health and well being of Owner's horse(s). Owner has inspected the facilities and finds them in safe and proper order and suitable for Owner's horse(s). **THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.** Owner acknowledges that there are oleander trees on the Ranch. Owner agrees that Stable shall not be responsible for any illness or reaction Owner's horse(s) might have from the consumption of these trees. Owner agrees to keep all of Owner's horses(s) and other animals away from these plants and agrees to consult with Owner's veterinarian about the dangers posed by Oleander trees.

3. **FEES.** Owner acknowledges and accepts the daily, weekly and monthly fees and terms as set forth in the rate schedule applicable on the date above as issued by Stable. Payment shall be made in advance. Fees are subject to change at Stable's discretion. Owner agrees to pay Stable on delivery of Owner's horse(s), and on or before the 10th day of each month that this Agreement is in effect, the amounts listed on the attached rate sheet, or latest revision thereof, for boarding, feeding and maintaining the stall or corral in which the Horse is located, plus any additional services, including veterinary, medical and/or farrier expenses. **Any payment received later than the 10th of each month**

shall be subject to a late fee of 75.00 Dollars. In the event the subject animal is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated as rates applicable at the time of said return. Stable has the right to demand that all sums due be paid in cash, cashier's check or money order.

Any and all products and or services purchased or paid for on Owner's behalf by Stable will incur a 10 % service charge in addition to the original service or purchase price. Fees will be charged to Owner's account and Owner agrees to pay Stable for purchases and services within thirty (30) days of billing by Stable.

If payment of any sum is overdue by thirty (30) days or more from the first day of the month, Stable shall be entitled to exercise their respective lien rights against each and all of Owner's horse(s) and other property at the Ranch or in Stable's possession or control, as more further described below, for any amounts due, and shall be entitled to enforce its lien and foreclose its interest against such horse(s) and/or equipment for the amount due in accordance with the laws of the State of Arizona. If any payment received by Stable is returned by any bank for any reason, Owner will be charged a fee of \$25.00. Owner agrees to pay interest on all sums not paid when due at the rate of eighteen percent (18%) per annum, or the highest rate permitted by law, whichever is less, from the date due until paid in full.

OWNER ACKNOWLEDGES THAT THE FEES PAYABLE TO STABLE PURSUANT TO THIS AGREEMENT HAVE BEEN DETERMINED BASED ON AND IN RELIANCE UPON THE LIMITATIONS OF LIABILITY OF STABLE HEREUNDER AND THE RELEASES AND PROMISES NOT TO SUE GIVEN BY OWNER HEREUNDER, THAT WITHOUT SUCH LIMITATIONS, RELEASES AND PROMISES, SUCH FEES WOULD BE SUBSTANTIALLY HIGHER, AND THAT OWNER HAS ELECTED TO ACCEPT SUCH LIMITATIONS AND GIVE SUCH RELEASES AND PROMISES IN EXCHANGE FOR SUCH LESSER FEES.

4. EMERGENCY CARE. Stable will attempt to contact Owner should Stable believe that medical treatment or farrier service is needed for Owner's horse(s). If Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary or farrier care as Stable, in Stable's discretion, deems necessary for the health and well being of Owner's horse(s). Stable is authorized, as Owner's agent, to arrange direct billing to Owner. Stable shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life threatening illness, unless Stable is instructed herein or on Owner's Information Sheets, by Owner that Owner's horse(s) is/are not surgical candidates. Owner agrees to notify Stable of any and all changes of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency.

5. ACKNOWLEDGEMENT OF RISK. Owner understands and acknowledges that any horse may, without warning or any apparent cause, buck, stumble, fall, roll, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, or push or shove a person, and that saddles or bridles or other tack, gear or equipment may loosen, break, or fail, any of which may cause a rider or other riders, bystanders,

persons nearby or other persons to fall or be jolted, or otherwise seriously injured or killed. OWNER ACKNOWLEDGES THAT HORSEBACK RIDING IS A DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY, PROPERTY DAMAGE AND IN SOME CASES DEATH, including (without limitation) due to the unpredictable nature and irrational behavior of horses, regardless of their training and past performance, or the handling or other treatment of horses by the rider or other persons. Owner voluntarily assumes all risk and danger of damage, death or destruction to Owner's horse(s) or other property, and of Owner's or Owner's employee's, guest's, invitee's or contractor's personal injury or death, caused in whole or in part by any horse(s), tack, gear or equipment, whether owned or provided by Owner, Stable, other customers or potential customers of Stable, employees or agents of any of the foregoing, horse transport personnel or any other person.

6. RELEASE, DISCHARGE AND PROMISE NOT TO SUE; HOLD HARMLESS. Neither Stable, nor any of its affiliates, nor any of the owners, shareholders, directors, officers, employees, agents, partners, members, managers or agents of Stable or of its respective affiliates, nor any heir, executor, personal representative, successor or assign of any of the foregoing (each a "Released Person"), shall be liable for any sickness, disease, estray, theft, or death or injury which may be suffered by Owner's horse(s) or any other cause or action, whatsoever, including but not limited to any personal injury or death suffered by Owner, Owner's employees, agents, guests, invitees or contractors, or any other person arising out of or connected in any way with the boarding or training of Owner's horse(s), except that Stable shall be responsible for its own gross negligence or willful, wanton or intentional acts or omissions.

Owner hereby releases, discharges and promises not to sue Stable or any other Released Person for any loss, liability, damage, or cost whatsoever arising out of, or occurring before, during or after, the training, riding, use or presence of Owner's horse or any other horse(s), whether at the Ranch or any other location, excluding damage, injury or death caused by the gross negligence or willful, wanton or intentional acts or omissions of Stable in the case of claims against Stable.

OWNER IS AWARE OF THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES, IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS OR HER OWN SAFETY AND WELFARE IN ENGAGING IN SUCH ACTIVITIES, AND RELEASES, REMISES AND FOREVER DISCHARGES EACH RELEASED PERSON FROM ANY AND ALL LIABILITY ARISING FROM OR RELATING TO SUCH ACTIVITIES UNLESS THAT RELEASED PERSON IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS THAT GIVE RISE TO SUCH LIABILITY.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF STABLE AND ALL OTHER RELEASED PERSONS TO OWNER OR ANY OTHER PERSON FOR EQUINE DEATH OR INJURY EXCEED, FOR STABLE AND ALL OTHER RELEASED PERSONS ADDED TOGETHER, FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS

(\$5,000) AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

Owner agrees to indemnify, defend and hold Stable and all other Released Persons harmless from any and all claims, liabilities, losses and costs (including without limitation reasonable attorneys' fees and costs) arising from damage or injury, caused by Owner's horse(s) to anyone, and defend Stable and all other Released Persons from any such claims, liabilities, losses and costs. Owner agrees to disclose any and all hazardous or dangerous propensities of Owner's horse(s) boarded with Stable.

7. **LIMITATION OF ACTION.** Any action or claim brought against Stable or any other Released Person arising out of or related to this Agreement, Owner's horse(s), the training, riding or boarding of the Owner's horse(s), the Ranch, or any other matter, condition, action, omission or occurrence must be brought within one (1) year of the date such claim or loss occurs, or such action or claim shall be deemed waived, discharged and time-barred.

8. **OWNERSHIP. COGGINS TEST.** Owner warrants that he or she owns each horse covered by this Agreement and has full power and authority to enter into and perform this Agreement. Upon request by Stable, Owner shall provide evidence of a negative Coggins test for each of Owner's horses.

9. **OWNER'S PROPERTY AT RANCH, SHOWS, CLINICS OR IN TRANSIT.** Neither Stable nor any other Related Person shall be responsible for the theft, loss, damage or disappearance of any tack, gear, clothing, equipment or other property of Owner at the Ranch or at horse shows or clinics or in transit, all of which shall be at Owner's risk.

10. **INSURANCE.** Owner acknowledges that Stable do not carry any insurance on Owner's horse(s) or any other horses not owned by Stable, whether public liability, accidental injury, theft or equine mortality insurance. Owner agrees that all risks connected with boarding or any other purpose for which Owner's horse(s) is in the care, custody or control of Stable or on the Ranch, shall be borne by Owner. Stable strongly recommends that Owner obtain and maintain equine mortality insurance for all of Owner's horse(s) and that Owner consider insuring other property it may have on the Ranch.

11. **CARE OF BRED AND/OR PREGNANT MARES.** Any mare owned by Owner which is delivered to Stable in foal, or which is bred while in the care and custody of Stable, carries to term and delivers while stabled on the Ranch will be foaled out and an appropriate foaling fee will be charged to Owner, **WHETHER OR NOT THE SERVICE WAS REQUESTED BY OWNER.**

12. VETERINARIAN. SHOEING, WORMING, MEDICAL AND RELATED SERVICES. Owner shall arrange all veterinarian and farrier services for the horse(s). At Owner's request, Stable will arrange for farrier and veterinarian services. Owner is responsible for all financial charges related to all farrier and veterinarian services received by horse no matter if Owner or Stable made such arrangements. Owner agrees to provide the necessary worming of Owner's horse(s) as is reasonably necessary, at Owner's expense. Owner's horse(s) must be current on all inoculations and wormings AT THE TIME IT IS DELIVERED to Stable as evidenced by a current Veterinary Certificate, satisfactory to Stable. Horse(s) not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at Owner's expense.

To be considered current, the Veterinary Certificate must have been issued within thirty (30) days prior to horse(s) arriving at Stable.

Owner agrees to provide Stable with copies of all health records with regard to Owner's horse(s). Owner agrees to worm and vaccinate Owner's horse(s) according to Stable's regular schedule. If Owner does not provide satisfactory proof of such worming and vaccination to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but is not obligated to do so, and such expense together with service charge, shall be the obligation of Owner, payable within fifteen (15) days of invoice.

13. DOGS. Customer owned dogs are prohibited on ranch property. If a customer chooses to ignore this rule, any customer dog on Ranch property must be kept on a leash at all times. Owner accepts full liability and agrees to defend, indemnify and hold Stable, any other Released Person, their respective customers and all other affected persons harmless from any bodily injury, death or property damage caused or contributed to by Owner's dog, including but not limited to injury or death of the dog itself. Ranch reserves the right to allow trainers and staff to have unleashed dogs on the property. Ranch also reserves the right to permanently disallow any given dog from ranch property based on any unacceptable behavior exhibited by the dog or handler.

14. TERMINATION OF THIS AGREEMENT. NOTICES. Owner or Stable may terminate this Agreement at any time upon forty-eight (48) hours' written notice. **If Owner wishes to terminate agreement and leave the Ranch, forty-eight (48) hours' written notice must be given to Stable.** Owner shall, at his or her sole cost, cause Owner's horse(s) and all other tack, equipment and other property of Owner to be removed from the Ranch at or before the effective time of such termination. All sums due under this Agreement for the period through the effective date of termination shall be paid on or before the effective date of termination. Stable's right to recover all sums due them shall survive any termination of this Agreement. The provisions, rights and obligations of Sections 5, 6, 7, 9, 10, 13, 18, 19, 20 and 21 shall survive any termination of this Agreement.

15. REMOVAL OF HORSES AND EQUIPMENT BY STABLE. If Owner fails to timely remove from the Ranch Owner's horse(s), tack, equipment and other property in accordance with the provisions of Section 1 or Section 18 (as applicable), Stable may

cause Owner's horse(s), tack, equipment and other property to be removed from the Ranch and lodged at an alternate location of Stable's choice, all at the cost of Owner. All costs of such removal and lodging incurred by Stable shall be reimbursed by Owner immediately upon delivery to Owner of invoice for such costs.

16. NOTICES. All notices, requests, demands, claims and other communications permitted or required to be given hereunder must be in writing and shall be deemed duly given and received (i) if personally delivered, when so delivered, (ii) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient at the address specified below, (iii) if sent by electronic facsimile, once transmitted to the fax number specified below and once the appropriate facsimile confirmation is received, provided that a copy of such notice, request, demand, claim or other communication is promptly thereafter sent in accordance with the provisions of clause (ii) or (iv) hereof, or (iv) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent. Either party hereto may give any notice, request, demand, claim or other communication hereunder using any other written means (including ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the individual for whom it is intended. Either party hereto may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered to it by giving the other party hereto notice in the manner set forth above.

17. RULES AND REGULATIONS. Owner agrees to abide by all the rules and regulations of Stable, as they may be modified, from time to time, by Stable, in their discretion, and posted on the Ranch or otherwise provided to Owner. Owner acknowledges receipt of a copy of the current rules and regulations. In the event someone other than the Owner calls for Owner's horse(s), such person must have written authority signed by Owner.

18. RIGHT OF LIEN. ATTORNEY FEES. Owner is given notice and agrees that Stable has a right of lien as set forth in the laws of the State of Arizona, for the amount due for the board and keep of Owner's horse(s), storage and services, and any other sums due, and shall have the right, without process of law, to retain Owner's horse(s) and other property until the amount of said indebtedness is discharged. However, Stable shall not be obligated to retain and/or maintain Owner's horse(s) if the amount(s) owing by Owner under this Agreement exceed the estimated value of the horse(s). In the event Stable exercises its lien rights as above-described for nonpayment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of any sums due Stable is turned over to an attorney or other third party collection firm, Owner agrees to pay all reasonable attorney's or other collection fees, costs and other related expenses for which a minimum charge of \$250.00 will be assessed. Owner shall pay Stable's and each other Released Person's reasonable

attorneys' fees and expenses in defending any claim or action barred by the release, assumption of risk, and limitations provisions of this Agreement, including without limitation Sections 5, 6, 7 or 13.

19. ENFORCEABILITY OF CONTRACT AND SEVERABILITY. In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

20. ENTIRE AGREEMENT. ARIZONA LAW. ARBITRATION. JURY WAIVER. This Agreement represents the entire agreement between Stable and Owner. No other agreements, promises, or representations, verbal or implied, are valid or effective unless specifically stated in this written agreement. This Agreement is made and entered into in the State of Arizona, and shall be enforced and interpreted in accordance with the laws of the State of Arizona without regard to its choice of law rules.

Stable and Owner agree that they prefer and choose to arbitrate any dispute they may have instead of litigating in court before a judge or jury. Therefore, they agree that any claim of dispute between them or against the other or any agent or employee of the other, relating to this Agreement, Owner's horse(s), the Ranch, Stable, any of the matters contemplated in this Agreement, or any other dispute or claim, or otherwise, including those created by practice, common law, court decision, or statute, now existing or created later, including all disputes about the validity of this arbitration clause, shall be resolved by final binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time any claim is made. All costs of arbitration shall be paid equally by Stable and Owner. Fees are subject to the award of fees by the arbitrator, as provided by law and arbitration rules.) This agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16, and any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. Information may be obtained and claims may be filed at any office of the National Arbitration Forum, www.arbitration-forum.com, or by mail at PO Box 50191, Minneapolis, MN 55405. Notwithstanding the provisions of this paragraph, Stable shall not be required to arbitrate collection actions for fees and charges due or actions to recover on its lien rights under Arizona law.

WITHOUT LIMITING THE FOREGOING AGREEMENT TO ARBITRATE, EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY LAW ITS RIGHT TO A JURY TRIAL OF ANY SUIT, ACTION OR PROCEEDING ARISING AS A RESULT OF OR, RELATING TO THIS AGREEMENT, OWNER'S HORSE(S), THE RANCH, STABLE, ANY OF THE MATTERS CONTEMPLATED BY THIS AGREEMENT, OR ANY OTHER DISPUTE OR CLAIM.

21. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns. Nothing in this Agreement, express or implied,

shall confer upon any person or entity other than Stable, Owner and their respective heirs, executors, personal representatives, successors and assigns, any right, remedy, obligation or liability under or by reason of this Agreement, except that each Released Person shall be a third party beneficiary of this Agreement.

22. OWNER ACKNOWLEDGEMENT. Owner acknowledges and agrees that this is a legal and binding document and that Owner has carefully read and understands all provisions of this Agreement including, among others, those regarding limitation of Stable's liability and Owner's releases and promises not to sue. Owner voluntarily executes this Agreement with full knowledge of its meaning and significance.

OWNER'S SIGNATURE (OR AUTHORIZED AGENT)

By _____ Date _____
Address: _____

Please Print. Horse Owner's Name

AMERICAN WEST QUARTER HORSES, LLC
For itself and, with regard to stabling services, as agent for
American West Quarter Horses, Inc.

By _____ Date _____
Address: _____
