PRICELESS ARABIANS

741 North San Dimas Ave, San Dimas, Ca 91773 (909)394-3395 Fax (909) 980-2247
Billing Address:
7031 Opal St, Alta Loma, Ca 91701

TRAINING SERVICES CONTRACT
Revised October 1st, 2008

1. PARTIES. THIS AGREEMENT is made this _____ day of _____
By and between Priceless Arabians hereinafter known as PLA and:

_____
Name (hereinafter "Client")

_____
Address City State Zip code

_____
Residence Phone Cell Phone Work Phone

_____
Social Security# (needed for some entries) current AHA# current USEF #

2. HORSE. This Agreement pertains to the client's horse in training.

_____
Name of Horse Sire Dam

_____
Registration Number Date Foaled Color Sex

_____
Estimated Value of Horse Upon Arrival

3. OWNERSHIP. Client (mark one) [ ] owns 100% of horse* [ ] leases horse from*
* if Client does not own 100% of the horse or is leasing the horse. Please provide the names, addresses and phone numbers of all owners of the Horses are:

_____

_____

4. SERVICE PROGRAM. Client agrees to pay PLA for all training services rendered by PLA to the Horse in accordance with the PLA Fee Schedule which Client acknowledges receiving. Client further agrees to pay PLA for all other services rendered by PLA, and all other costs and expenses PLA incurs or expends in connection with the Horse in PLA's sole discretion. Client shall be responsible for all of the foregoing fees, costs, and expenses beginning with the Horse's arrival at PLA, until the Horse is released by PLA to Client. Client agrees to pay all such fees, costs, and expenses before the Horse is released by PLA to Client. Client agrees that PLA shall be entitled to retain possession of the Horse until all such fees, cost and expenses are paid. Client understands they will be invoiced by PLA for board and training and PLA will pay Oak Valley Equestrian Center for board unless prior arrangements are made.

5. RISK OF LOSS/INSURANCE. During the time that said horse(s) is/are in the custody of Trainer, Owner agrees to **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** for all bodily injury and property damage the horse Owner, or Owners family, may receive on the Stable premises: any sickness, disease, astray, theft, or death or injury which may be suffered by the Horse(s): or any other cause or action, whatsoever, arising out of or being connected in any way with the training of said horse(s). This includes, but is not limited to, all bodily injury and property damage against Trainer including those arising out of negligence on the part of the Trainer, its agents and/or employees.

The Owner fully understands that Trainer does not carry any insurance on any horses not owned by Trainer for boarding or any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding, training, riding or for any other reason for which the horse(s) is in the possession of, and on the premises of trainer are to be borne by the owner. In the event a court should find the Trainer liable to Owner for equine death or injury to the horse, such liability shall be limited to and not exceed Five Thousand Dollars ($5000.00).

Owner agrees to maintain insurance on all horses in Trainer's care, custody and control and disclose the entire agreement to Owner's insurance company and provide Trainer with the company name, address and policy number. Owner shall further procure and maintain in full force and effect at all times during this Agreement a policy of liability and property damage insurance limits of not less than $100,000 per occurrence on the owner of the horse(s). Client releases PLA from all liability, damages or injuries regarding or in connection with any information given or not given to Client's insurers by PLA 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 Clients responsibility.

6. VETERINARY CARE. Veterinary care will be provided to the Horse by a licensed veterinarian as decided in PLA's sole judgment, including but not limited to emergency treatment or surgery without notice to Client. PLA will make every reasonable effort to contact and inform client prior to any treatment being rendered. PLA shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Trainer is instructed herein by Owner of said horse(s) is/are not surgical candidates. Owner agrees to notify Trainer 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. PLA shall be entitled, without liability to Client, to vaccinate or test the horse 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 PLA.

7. VACCINATION & FARRIER. All Horses must provide PLA with a current vaccination and Farrier record. Any vaccinations or farrier work needed will be billed to the client. All medications and vaccinations being given or performed by PLA will be billed at the beginning of the month. If you have any questions regarding treatment for the month please contact PLA to discuss them. Payment must be made before work will be performed.

8. LIMITAION OF LIABILITY & ASSUMPTION OF RISK

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 PLA and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors, agents, or successors and assigns by, of or for any injury, accident, sickness, disease, 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

B. Client assumes all risks of loss and damage for any injury, sickness, disease, theft or death of and to the Horse or any 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. As a condition precedent to any legal action by Client, Client shall notify PLA 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 Clients horses, the Agreement or any claim against the Released. Within twenty (20) days of receiving such notice, PLA 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 San Bernardino County, California. If PLA or any of the Released elects binding arbitration, both PLA, the Released and Client to the fullest extent allowed by laws waives trial by jury or by court.

9. SALES COMMISSION. In the event the Horse is sold while in PLA custody, or within 30 days after leaving. Client shall pay PLA a commission of fifteen percent of the sale price, regardless of whether the sale was achieved through PLA's efforts. Should another agent be involved in the sale a commission of 20% will be payable to PLA. PLA at its sole discretion, decide disbursement of the commission. All down payments on the sale of the Horse will be made payable to PLA and funds over and above commission and any monies owed to PLA by Client will be disbursed promptly to Client by PLA.

10. BILLING. Payment is due on the first of each month and is considered late as of the 10th of each month. A $25.00 fee will be assessed on the 10th of the month if full payment for that month has not been received. An interest 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 30 days.

11. RELEASE OF THE HORSE. Client agrees that all outstanding balances due to PLA for training, veterinary, farrier work or Oak Valley Equestrian Center for board shall be paid prior to PLA's release of the horse.

12. LIEN. Client grants PLA 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 PLA or any of its affiliates. PLA 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 security agreement.

13. TERMINATION AND WAIVER. This Agreement may be terminated by either PLA 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. Termination shall only apply to those horse(s) specified in the termination notice and this Agreement shall continue to apply to any horse remaining in PLA's possession after termination of this Agreement. If adequate notice is not received, Client will be responsible for the next months' training fees. No refunds. Sorry.

14. CHANGE IN CONTRACT. For the courtesy of all involved any changes to this service agreement must be in writing and received at least 1 month before desired change of services to receive requested change.

AT ANY TIME CLIENT'S BALANCE WITH PLA IS UNPAID FOR THIRTY (30) DAYS, OR THE CLIENT IS OTHERWISE IN DEFAULT OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN CLIENT AND PLA, PLA MAY FORECLOSE ITS SECURITY INTEREST. TWENTY ONE 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 PRIVATE, AND AT ANY TIME OR PLACE AND ON ANY OTHER TERMS SELECTED BY PLA. THE HORSE MAY BE SOLD IN ITS EXISTING CONDITION. EXPENSES INCURRED BY PLA IN ITS SOLE JUDGEMENT, INCLUDING BUT NOT LIMITED TO, PLA'S FEE: THE COST OF TRANSPORTATION AND EXPENSES INCURRED BY PLA, AND ALL OTHER AMOUNTS OWED TO PLA SHALL BE DEDUCTED FROM THE SALE PROCEEDS. PLA SHALL ACCOUNT TO CLIENT FOR ANY SURPLUS: HOWEVER, CLIENT SHALL BE LIABLE TO PLA FOR ANY DEFICIENCY.

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

_____

Client Signature PLA Signature

_____

Date Date