



Mailing Address 2880 Avena Rd, Lompoc, Ca 93436 Phone (805)588-9831
promisesranchllc@gmail.com

STANDARD SERVICES AGREEMENT

1. PARTIES. This Agreement is made this day of, 20__ by and between Promises Ranch L.L.C. (aka P.R.LLC), and the Customer described below ("Customer"):

Name Address _____

Name as it Appears on Card ; _____

Card Billing Address _____

Or check if same as above _____

City; _____ State; _____ Zip Code _____

Email Address : _____

Cell Phone; _____ Work Phone: _____

Emergency Contact: _____

3-digit code : _____ Credit Card Type: _____

Credit Card Number: _____ Expiration Date: _____

City _____ State _____ Zip Code _____

2. HORSE.

This Agreement relates to the horse described below ("Horse"). Customer agrees to immediately provide P.R. LLC. 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").

Name of Horse _____

Sire _____

Dam _____

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. _____

Registration No. _____ Date Foaled _____ Color _____ Sex _____ Breed _____

Insurance Carrier _____ Insurance Agent _____

Amount _____ Policy Number _____ Expiration Date _____

3A. Seller/Owner/Co-owner/Leaser Phone _____

In case of emergency, call Phone _____

Initials _____

4. Services.

Customer hereby contracts with P.R.LLC for the following Services as further described in the Service Description and Fee Schedule as hereinafter modified or amended: (Mark applicable program):

- Full Training/Box Stall or out door stall..... \$ _____
- Half Training/ Box Stall or out door stall\$ _____
- Maintenance.....\$ _____
- Board Only.....\$ _____
- Other.....\$ _____

Customer agrees that these services shall be provided by P.R.LLC according to the terms and conditions as set forth in this Agreement and in the Service 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 Service Description and Fee Schedule on thirty (30) days 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 P.R.LLC a monthly fee for each day in which Horse is in a Service at the applicable rate set forth in the Service Description and Fee Schedule (the "Service Fee"). Customer agrees that, P.R.LLC in its reasonable discretion may from time to time change the Service applicable to Horse, including, but not limited to, medical or behavioral reasons. Customer agrees to pay P.R.LLC an all fees at the rate set forth in the Service Description and Fee Schedule.

6. FEES AND EXPENSES.

In addition to the Service Fee, Customer shall pay all additional fees and expenses set forth in the Service Description and Fee Schedule, which are applicable to Horse or the services provided ("Additional Expenses"). Customer shall also pay or reimburse P.R.LLC 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 P.R.LLC, which reserves the right to reject any Horse at its sole discretion, and return any unruly Horse at Customer's expense.

8. TERMINATION.

P.R.LLC may terminate this Agreement immediately upon notice to Customer in the event that it believes, in its sole discretion, that 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, P.R.LLC 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. If P.R.LLC has to arrange for such transportation, Customer agrees that P.R.LLC may charge a Transportation Arrangement fee. Customer hereby authorizes P.R.LLC 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 Service Fee shall be due and payable in advance and shall be due on the 1st day of each month and will be deemed late with late fees applied if received after the 10th of the month. Any additional expenses shall be due and payable upon 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. All payments hereunder shall be made in lawful money of the United States at the address set forth above.

Initials _____

11. DELINQUENT PAYMENTS.

Any payment not made within ten (10) days of the due date shall be deemed delinquent and applicable late fees will be applied. 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. P.R.LLC shall be entitled to charge as liquidated damages on any delinquent balance, a late fee of 2% of outstanding balance for each month balance is not paid in full. In addition to the foregoing, P.R.LLC may take such action, as it deems appropriate to protect its interests, including the cessation of any Services in excess of standard board or refusing to take Horse to a show.

12. SECURITY INTEREST AND LIEN.

Customer hereby grants P.R.LLC 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 duly-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, P.R.LLC, 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 P.R.LLC.

B. Prior to the arrival of Horse at P.R.LLC, 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 P.R.LLC on or before the time Horse is delivered a fully completed Horse Information Sheet.

D. Should the Horse arrive at P.R.LLC without such vaccinations and coggins test as required above, P.R.LLC 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 P.R.LLC.

E. Customer hereby authorizes P.R.LLC to provide or arrange for, at Customer's sole expense, all veterinarian services or treatments to Horse that P.R.LLC reasonably believes to be necessary.

F. If at any time while Horse is at P.R.LLC, it is determined by P.R.LLC, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from P.R.LLC, P.R.LLC shall give Customer notice of such condition and shall have the right to have Horse removed from P.R.LLC immediately at Customer's sole expense.

G. P.R.LLC shall have the right to require that Horse receive, at Customer's sole expense, a veterinarian's certificate of health prior to Horse's release from P.R.LLC.

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

Customer shall provide P.R.LLC with at least twenty-four (24) hours' notice of intent to pick-up Horse on a weekday and with forty- eight (48) hours' notice on a weekend. Customer shall provide P.R.LLC with written authorization to release Horse to any third party transporter and P.R.LLC 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, P.R.LLC 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 P.R.LLC directly pays the Third Party Service Provider, the fees of such provider shall be deemed Additional Expenses and paid directly to P.R.LLC. 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 P.R.LLC and that, therefore, prompt payment of Third Party Service Providers is a material term of this Agreement. Customer further acknowledges that P.R.LLC 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 P.R.LLC. In no event shall P.R.LLC be liable for any action or inaction of a Third Party Service Provider.

Initials _____

16. DECISIONS REGARDING TRAINING AND SHOWING OF HORSE AND ABCENTRE'S RIGHT TO ENGAGE IN CONFLICTING ACTIVITIES.

Customer agrees that P.R.LLC 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 P.R.LLC and its trainers shall not be committed to show Horse in any particular show or class unless P.R.LLC agrees in writing to show the Horse at such show or class. P.R.LLC 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 P.R.LLC shall not be liable to Customer for any claims or expense in the event of such timely notice of cancellation. Customer acknowledges that P.R.LLC shall engage in activities which may directly conflict with Customer's interest with regard to the Horse, including the showing, training and showing of other horses which compete or could compete with Horse. Customer acknowledges that P.R.LLC 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 P.R.LLC 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 MORTALITY AND THEFT INSURANCE.

Customer warrants that Horse, while located at P.R.LLC, is covered by full mortality and theft insurance in an amount at least equal to the full value which Customer places on said horses. Upon request, Customer agrees to provide P.R.LLC 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 coverage's available.

18. SALES COMMISSION AND P.R.LLC RIGHT TO SERVE AS JOINT AGENT.

If (i) Customer has placed Horse in any of P.R.LLC training or care programs, and Horse is sold; (ii) Horse is sold as a result of activities of P.R.LLC or any of its employees; or (iii) Horse is otherwise sold to a person or entity for which P.R.LLC or any of its employees is the procuring cause, then Customer shall pay P.R.LLC promptly at the time of such sale an amount equal to ten percent (10%) of the total purchase price or value of the consideration to be received by Customer. Customer agrees that P.R.LLC 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 P.R.LLC 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 P.R.LLC, 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 P.R.LLC, 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 P.R.LLC, 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 P.R.LLC, 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. P.R.LLC, 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. P.R.LLC will also receive a 10% commission payable at the time of sale from any horse sold 30 days after horse leaves care of P.R.LLC if P.R.LLC institutes sale.

Initials _____

20. ARBITRATION REQUIREMENT.

The parties hereby agree to submit all controversies, claims, and matters of difference to arbitration in Lompoc, California 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 California 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 P.R.LLC to enforce any of the provisions of this Agreement shall not be constructed as a wavier of such provision or of the right of P.R.LLC 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 P.R.LLC of a commission to other persons or agents for his/her/its services as P.R.LLC 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 P.R.LLC engages the services of any attorney to enforce any provision of this Agreement, and P.R.LLC is successful in so enforcing this Agreement, Customer shall pay P.R.LLC the reasonable attorney's fees and expenses incurred by P.R.LLC by reason of such enforcement, whether or not suit or arbitration is brought.

Initials _____

27. GOVERNING LAW, JURISDICTION AND VENUE.

This Agreement shall be governed by and be constructed in accordance with the laws of the State of California. 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 Santa Barbara County, California, 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 Santa Barbara County, California.

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 P.R.LLC.

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

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

***** ATTACH A PHOTO COPY OF OWNER USEF AND AHA CARDS *****

Promises Ranch L.L.C. (P.R. L.L.C.)

Date

Customer/Client/Owner

Date