

# SANTOLINA FARM, INC.

## CONDITIONING / MAINTENANCE / BREEDING / SERVICE & AGENT'S CONTRACT

1. PARTIES. THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between SANTOLINA FARM INC. and/or dba Equine Cryogenic Service, whose address is 5520 E. Lone Mountain Road, Cave Creek, Arizona Zip 85331, 480-488-1444 [www.santolinafarm.com](http://www.santolinafarm.com) (hereinafter "Santolina") and;

Business/Ranch Name: \_\_\_\_\_

Owner / Manager Name: \_\_\_\_\_ as Authorized Representative (hereinafter "Customer"),

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business/Ranch Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

2. This Contract pertains to This Horse and ANY OTHER HORSE arrived at Santolina by Customer as of signing.

Date Horse Arrived: \_\_\_\_\_ Breed of Horse: \_\_\_\_\_

Name of Horse: \_\_\_\_\_ Registration # \_\_\_\_\_

Color: \_\_\_\_\_ Date Foaled or Year: \_\_\_\_\_ Sex: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Horse Insurance Carrier; ( See #5a & #8 ) \_\_\_\_\_

Expires; \_\_\_\_\_ Insurance Phone Numbers; \_\_\_\_\_

**(Initial One)** \_\_\_\_\_ Customer agrees to the limits of "CCC" insurance as noted on the fee schedule.

\_\_\_\_\_ Customer agrees to pay additional insurance premium for "CCC" coverage to \$\_\_\_\_\_.

\_\_\_\_\_ My Trainer ( \_\_\_\_\_ ) is responsible for the Care, Custody and Control of my Horses(s).

3. OWNERSHIP Customer **(Mark one): X**

( ) Has full title and registration, ( ) leases the horse, or ( ) manages the horse, ( ) has purchased the horse on installment contract with final payment due \_\_\_\_\_ with full title and registration currently held by, (information to be provided if applicable)

Name of Lessee/Seller \_\_\_\_\_

Address \_\_\_\_\_

City, \_\_\_\_\_ State, \_\_\_\_\_ Zip, \_\_\_\_\_

4. SERVICES PROVIDED. See Current Fee Schedule for most general fees or web site posted fees.

5a. LIMITATION OF LIABILITY AND INDEMNIFICATION. Customer fully understands and assumes the special risks inherent in stabling, conditioning, training, swimming, breeding and transporting horses, and hereby acknowledges Customer's Insurance will be Customer's only source of indemnification in the event of any loss that Customer may suffer in connection with the services provided by Santolina.

**CUSTOMER AGREES THAT SANTOLINA, IT'S OWNERS AND SUBSIDIARIES, AFFILIATES, AGENTS, AND SERVANTS, INCLUDING EMPLOYEES SHALL NOT BE LIABLE FOR AND ARE HEREBY RELEASED FROM ALL CLAIMS FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY CUSTOMER'S HORSE WHILE IN SANTOLINA'S CUSTODY,** including any other loss, damage or injury arising out of or connected with breeding, stabling, conditioning, training, transporting, tack and/or trailer storage or other services provided by Santolina.

Customer also agrees that Santolina, its owners, agents, servants or employees shall not be liable for any damage or injury that Customer, its Agents, Associates, Representatives or Family may suffer while on Santolina's premises.

Customer agrees to indemnify and hold Santolina harmless from all such claims related to Santolina and/or Santolina's facility. **ALL IMPLIED WARRANTIES, INCLUDING FITNESS AND MERCHANTABILITY, ARE HEREBY EXCLUDED.**

Furthermore, Customer Hereby Agrees that Any Remedy for Breach of Contract or Claim for Bailment, (IF Awarded) , Shall Not Exceed the Amount of the Fees Paid by Customer for the Services Rendered by Santolina.

**Customer understands that, by entering into this Agreement, Customer is giving up a legal right to pursue any claim against Santolina, its owners, agents, servants or employees responsible for their own negligence if Customer suffers any loss, damage or injury as a result of, or in connection with the services provided by Santolina. \_\_\_\_\_ (initial here)**

5b. LIMITATION OF LIABILITY AND INDEMNIFICATION FOR OWNERS, MANAGERS, AGENTS, TRAINERS, ASSOCIATES AND RIDERS, HEREINAFTER REFERRED TO AS (RIDER). Rider agrees to assume any and all Risks involved in or arising from Rider's use of the premises or presence upon the property as above described and the facilities included thereon, including but not limited to risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles or other horses or objects, fire, explosion, limited emergency medical care availability including any negligence or deliberate act of any other person. Rider acknowledges that horses, by their very nature, are Unpredictable and Subject to Animal Whim, Sickness and Injury. Rider Assumes All Risks in connection therewith, and agrees to indemnify and hold harmless Santolina, its owners, agents and employees from any claims resulting from any Rider/Horse injury, illness, death or any other loss arising there from. Rider agrees to abide by and follow Manager's rules and regulations. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the Ability of the Rider. RIDER ASSUMES ALL RISKS THEREFORE AND WARRANTS THAT A FULL AND FAIR DISCLOSURE OF RIDER'S ABILITIES HAS BEEN MADE TO MANAGER. RIDER ALSO ACKNOWLEDGES THAT RIDER IS NOT AN EMPLOYEE OF SANTOLINA.

**Rider understands that, by entering into this Agreement, Rider is giving up a legal right to pursue any claim against Santolina, its owners, agents, servants or employees responsible for their own negligence if Rider suffers any loss, damage or injury as a result of, or in connection with Santolina's facility. \_\_\_\_\_ (initial here)**

6. ACCEPTANCE. This contract is not effective until approved and executed by Santolina. Santolina reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Customer's expense. Santolina reserves the right to discontinue any Service program. Customer agrees that any information concerning their horse, the health of their

horse and its status condition, is solely the Customer's Responsibility. Santolina shall attempt to inform Customer, However, Customer should contact Santolina or Trainer/Agent on a regular time schedule, including any affiliate, to be informed of horse. Further, this Contract shall be construed as "the Primary Contract" between Parties for Any and All Horses Owned, Managed or Associated with Customer, Until Changed or Terminated in writing by the Parties.

7. **VACCINATIONS.** Customer warrants that the horse is free of all communicable diseases upon delivery to Santolina. On or prior to arrival or as guaranteed by Customer, the Customer shall provide a document record of current vaccination for Strangles, Equine Influenza, Tetanus, West Nile, Sleeping Sickness, ( Negative EVA test or vaccination, Negative CEM culture for all breeding mares and stallions/colts) and a negative Coggins test, performed within six (6) months prior to arrival. If the horse arrives without records of such vaccinations and test, Santolina may at its option, not accept horse or arrange with or (by the) Customer to provide the horse vaccinations and test for Customer at Customer's expense. Customer is Responsible to insure that their horse is always in a good health status, free of disease, with vaccinations and testing done as needed. >>> Customer agrees to Vaccination for EVA **With** \_\_\_\_\_ **OR Without** \_\_\_\_\_ EVA blood Titer testing.

**Once Vaccinated for EVA the horse will always test positive for EVA, as Vaccinated. ( X ) and \_\_\_\_\_ initial here.**

8. **CONSENT FOR VET CARE, INCLUDING HORSE BREEDING PROCEDURES and HORSE DISEASE.** Santolina, including the Onsite Veterinarian and Onsite Farrier, are hereby Authorized by Customer and the Customer's Veterinarian, (WHETHER KNOWN OR UNKNOWN), as acknowledged by Customer; to maintain or provide vaccinations, dispense medications as needed, laboratory test, foot care, regular breeding cultures, uterine inseminations, breeding ultrasound procedures and other veterinary needs, including Emergency Surgery, at Its discretion and Customer's expense, when or if necessary. Customer further acknowledges that Santolina is a breeding / rehabilitation business with a seasonal mobile horse population, and as such, is exposed to Any and All Disease of Horses. Customer acknowledges that regular vaccination and worming are a preventative measure, which does not guarantee any immunity to diseases and hereby releases Santolina, including Farrier and Veterinarian from liability as per Clause # 5a. Customer Accepts the Risk of Loss when stabling, breeding, lay up - conditioning horse at Santolina and understands such risk, including insurance for loss, as noted in clause #2 and 5a,b of contract, "Release of Liability". If "No Insurance is noted" in #2, this contract shall be for a horse With **No Insurance**. It is the Customer's responsibility to inform Santolina of Insurance and changes in insurance.

9. **SALE COMMISSIONS.** In the event a horse is sold through the efforts of Santolina or its agents, customer shall pay Santolina or its agents a commission equal to fifteen percent (15 %) of the sales price.

10. **FOALING FEE.** Customer shall pay the foaling observation fee set forth in the Santolina Fee Schedule if the mare foals while at Santolina, regardless of whether such services were requested.

11. **FACILITY DAMAGE.** Customer acknowledges that damage caused by Customer, Customer's Horse or Equipment (Vehicles, Trailer, and Cart, including any other horse equipment owned by Customer), is Customer's Liability for such Damage. Any Damage that is caused, "Beyond the Normal Use of Facility, Equipment and any other vehicles or items not owned by Customer" shall be billed as a Repair Facility Expense to Customer and is due Net 10 Days, as billed. Such "Expense" is not listed in fee schedule and shall be billed to Customer for the Repair Expenses required to repair and return facility or any other items to prior condition.

12. **BILLING.** All billings are payable on a Net 10 day basis from the first of the month or date of billing. A \$25.00 Re-billing fee, per horse, is charged additional to charges when not paid by the 10<sup>th</sup> of the Month. Interest at the rate of 2% per month shall be charged and paid on all balances unpaid by the 25<sup>th</sup> of the month. A Collection Fee of \$400 per Horse, will be assessed to all delinquent accounts in any foreclosure action at 45+ days past due, to collect the Bill, Debt. The 10-day Notice shall be noticed at 30 days past due. All Service program fees are subject to change upon (30) day's prior notice.

13. **RELEASE.** Customer agrees that all outstanding balances due for conditioning, training, breeding service, veterinary care, farrier work and all other fees, charges and expenses pursuant to this contract shall be paid prior to Santolina's release of any lien rights on Property and/or the horse, as noted in clause #14. Customer shall make arrangements with Santolina for the horse's release at least 48 hours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through Santolina's veterinarian or otherwise. Upon Commencement of Loading of the Horse for Departure, Customer Assumes Full Responsibility and Releases Santolina From Any Responsibility and Liability for the Horse and/or Customer, Including the horse's health, soundness, breeding condition, transportation or Any Services Provided by Santolina, also noted 5a.

14. **LIEN.** Customer grants a lien upon and security interest in the horse(s) owned, any foal resulting from any breeding service by Santolina, or any Other Owned Horse or Property, to Secure All Obligations and Amounts Due under this Contract or Any Other Customer Contract with Santolina OR Its Agents. Santolina may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it believes the horse(s) or foal or property, to be kept or where the Customer resides. When so filed, the copy shall be effective as a financing statement as well as the "Security Agreement" for (Registration and/or Title on Foreclosure) to horses and/or property. At any time the Customer's balance is unpaid when due, or Customer is otherwise in default of this or Any Contract with Santolina, Santolina may foreclose its security interest in the horse(s) and/or property. Upon Foreclosure of Horse and/or Property, if sold, the Sale Proceeds shall be applied to the Default Balance Owing due Santolina and/or Agents, with any surplus proceeds paid to Customer within 90 days. 10 days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.

15. **NONASSIGNABILITY.** Customer may not assign any rights or delegate any duties under this contract without the written consent of Santolina. This Contract shall not terminate, unless terminated in writing by either party.

16. **TERMINATION AND WAIVER.** Service programs (group or individual) may be terminated by Santolina upon Ten (10) days written notices, except in the event of a default or as provided by paragraph (6) above. No delay or failure by Santolina to exercise any right or remedy shall be deemed a waiver of that or any other right, or remedy.

17. **ENTIRE AGREEMENT; CONSTRUCTION, JURISDICTION, ATTORNEYS' FEES.** This Contract is (Open Ended) which contains the entire understanding of the parties concerning its subject matter that may be modified only in writing. This Contract supersedes any previous Santolina Contract. Headings are for convenience only and not a part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The contract shall be construed and governed by the laws of Maricopa, Arizona. Jurisdiction and venue for all disputes between the parties shall be proper only in Maricopa County, Arizona. If there is a lawsuit filed between the parties with respect to Santolina's services, or Santolina forecloses its security interests, Santolina shall be entitled to collect all attorneys' fees and costs incurred in connection with resolving dispute, including expenses that are not-taxable by the court, as per clause #5.

I will provide Medical History of horse or Cause such #7 requirement of Vaccinations and Testing to be done as agreed.

**Customer has Read Contract, Understands All Contract Conditions and Accepts the Terms of This Contract.**

Date \_\_\_\_\_

Santolina Farm, Inc.

\_\_\_\_\_  
Customer or Rider or Authorized Agent

By \_\_\_\_\_

\_\_\_\_\_  
Trainer / witness of Customer

**Required** Horse health information & habits: Vaccinations & last wormed records provided \_\_\_\_\_