

BELVEDERE FARM LLC

2900 Rome Highway Cedartown, GA 30125 • 770-748-7577

Training and Services Agreement

Parties.

This agreement made this _____ day of _____ in the year _____,
by and between Belvidere Farm, LLC. (Hereinafter BF) and:

Name: _____
Address: _____
Phone: _____ Cell: _____
Ranch: _____
AHA#: _____ USEF#: _____
Email address: _____

Horse.

This contract pertains to the horse (hereinafter "the horse"):

Name: _____ AHA#: _____
Sire: _____ Dam: _____
Date Foaled: _____ Color: _____ Sex: _____
Insurance Carrier: _____ Phone#: _____
Policy # _____ Expiration Date: _____

Ownership.

Client: has full title and registration.
 leases the horse, or
 manages the horse, or
 has purchased the horse on installment contract with final
payment due _____, and full title and registration are
currently held by:

Name: _____
Address: _____
Phone: _____

Services.

Show Training (including board) \$700.00 per month
 Other:

Services Program.

Customer hereby contracts for BF services as defined in the BF Contract and Fee Schedule, to be rendered by BF.

Medical History. (Within past 12 months)

Vaccinations – provide vaccinations and dates

Classified - Internal use

History of Colic: _____

Other: _____

Vaccinations.

Client warrants that the horse is free from all communicable diseases upon delivery to BF. On or prior to arrival, the Client shall provide a record of current vaccinations for Strangles, Equine Influenza, Rhino, Tetanus, and a negative Coggins test.

Vet Care.

BF is authorized to maintain and provide vaccinations, Coggins test, foot/h hoof care, and other veterinary needs, including emergency surgery, at its discretion, at Client's expense. BF will attempt to contact Client and /or its insurer before authorizing any non-routine or emergency care if the health of the horse will not be compromised thereby.

Futurity Eligibility.

U.S. Nationals _____ Canada Nationals _____ Region XII _____

Scottsdale Signature _____ Other _____ AHA Sweepstakes _____

Billing.

Fees are billed at the first of the month and are due when billed. Interest at the rate of 7% shall be charged and paid on all balances unpaid and overdue for thirty (30) days. No horse will be trained if payments are not current. All service program fees are subject to change upon (30) days prior notice.

Sales Commission.

For any horse sold while at BF or in its care, Client agrees to pay a commission of fifteen percent (15%) of the sales price to BF regardless of whether BF is the procuring cause of the sale and for up to 60 days after being in the care of BF.

Foaling Fee.

Client agrees to pay a foaling fee on the Schedule of Fees if the mare foals while in BF's custody, regardless whether such services were requested.

Limitations of Liability and Indemnification.

BF and its subsidiaries, affiliates, agents, servants, and employees shall not be liable for any sickness, disease, astray, theft, death or injury that may be suffered by the horse while in BF's custody, nor of any loss, damages or injury arising out of or connected with breeding, boarding, conditioning, training or other services pursuant to this Contract. Client fully understands, authorizes and assumes the special risks inherent in conditioning, training, breeding and transporting horses, and acknowledges that mortality and other insurance is solely the Client's responsibility. All implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded. In no event shall Client's remedy exceed the amount of the fee paid for the service complained of. BF shall also not be liable for any personal injury, disability, or death which the customer or his/hers agents, representatives or family may receive while on BF premises or participating in any show or event off of the premises. BF also shall not be responsible for stolen or broken tack owned by Client and in BF's possession for use with Client's horse. Client agrees to indemnify and hold BF harmless from any claim to damages, illness or injury caused by the horse, and from any claim by a buyer of the horse, and agrees to pay all expenses and attorney's fees incurred by BF in defending such claims.

Client Initial _____

WARNING; UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

Acceptance.

This contract is effective when approved and executed by BF, which reserves the right to reject any horse at its sole discretion and to return any horse at client's expense. All service programs are subject to availability. BF reserves the right to discontinue any service program.

Release.

Client agrees that all outstanding balances due under this Agreement and incurred by BF on client's behalf shall be paid prior to the release of the horse. Client shall make arrangements with BF for the horse's release at least 48 hours in advance. Client is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood test, vaccinations, and health certificates, whether through BF veterinarians or otherwise. Upon removal of the horse from its stall before loading the horse for shipment, Client assumes full responsibility and releases BF for any responsibility of liability for the horse's health, soundness, breeding condition, transportation and care.

Client Initial _____

Lien.

Client grants BF a lien upon and security interest in the horse and all foal in utero to secure payment of all obligations and amounts due under this or any other contract with BF or any of its affiliates. BF may, at any time until all amounts are due hereunder are fully paid, file a photocopy of this Contract in the county and state where customer resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement. At any the time Client's balance is unpaid for thirty (30) days, or Client is otherwise in default of this or any contract with BF or affiliates, BF may foreclose its security interest in the horse. Ten (10) days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.

Nonassignability.

Client may not assign any rights or delegate any duties under this contract without written consent of BF.

Termination and Waiver.

No delay or failure by BF to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy.

Entire Agreement; Construction Jurisdiction; Attorney's Fees.

This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing. Headings are for convenience only and not 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 Georgia. At BF's option, jurisdiction and venue for all disputes connected with his contract shall be in proper only in Polk County, Georgia. If a lawsuit is filed with respect to this contract, or BF forecloses its security interest, the prevailing party shall be entitled to collect all reasonably attorney's fees and costs.

Customer Signature: _____ **Date** _____

BF Signature: _____ **Date** _____