

ON A WING AND A PRAYER L.L.C
12465 W Emigh Rd. Tucson, Arizona 85743
520-682-4089
SERVICE AGREEMENT

1. PARTIES: THIS AGREEMENT is made this _____ day of _____ 20 _____, by and between ON A WING AND A PRAYER L.L.C. (hereinafter "WP") and

NAME (Hereinafter "Customer")

ADDRESS

COUNTY

CITY

STATE

ZIP CODE

PHONE

RANCH NAME & ADDRESS (If different from above)

COUNTY

CITY

STATE

ZIP CODE

PHONE

2. HORSES: This contract pertains to:

NAME OF HORSE

REGISTRATION NUMBER

SIRE: _____

DAM: _____

BREED _____

COLOR _____

SEX _____

FOALED _____

INSURANCE CARRIER(if applicable) _____

POLICY # _____

EXPIRATION DATE _____

3. OWNERSHIP: Customer (mark one)

_____ has full title and registration, _____ leases the horse, _____ 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

4. SERVICE PROGRAM. Customer hereby contracts with WP for _____ services as Defined below or as described in the services program schedule, a copy of which is annexed hereto and made part hereof as if fully written herein.
5. LIMITATION OF LIABILITY AND INDEMNIFICATION. WP AND IT'S AFFILIATES, AGENTS, SERVANTS, EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN WP CUSTODY, nor for any other loss, damage or injury arising out of or connected with breeding, boarding, conditioning, riding, lessons, training, showing, transporting, or other services pursuant to this contract. Customer fully understands, authorizes and assumes the special risks inherent in handling, boarding, conditioning, training, breeding, riding and transporting horses and acknowledge that mortality and other insurance are solely Customer's responsibility and recourse. ALL IMPLIED WARRANTIES, INCLUDING FITNESS FOR SPECIFIC PURCHASE, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the services complained of. WP shall also not be

liable for any personal injury or disability, which the Customer or his agents, representatives or family may receive on the premises. Customer agrees to indemnify and hold WP harmless from any claim related to damages, illness or injury caused by Horse, and from any claim by a buyer of a Horse and agrees to pay all expenses and attorney's fees incurred by WP in defending such claims.

6. ACCEPTANCE: This contract is not effective until approved and executed by WP, which reserves the right to reject any Horse at its sold discretion, and to return any unruly Horse at Customer's expense.
7. VACCINATIONS: Customer warrants that the Horse is free from all communicable diseases upon delivery to WP. On or prior to arrival, the Customer shall provide a record of current vaccination for Rhinopneumonitis, Strangles, Equine Influenza, Tetanus and Sleeping Sickness. If the Horse arrives without records of such vaccinations, WP will provide the vaccinations at the Customer's expense.
8. VET CARE: WP is authorized to maintain and provide vaccinations, Coggins test, foot care, regular breeding cultures, and other veterinary needs, including emergency surgery at its discretion, at Customer's expense.
9. SALES COMMISSION: In the event a Horse is sold while at WP or in a WP program, Customer shall pay WP a commission equal to 10% of the sales price, regardless of whether the sale was achieved through WP efforts at time of sale.
10. FOALING FEE: Customer shall pay the foaling fee as set forth in the WP fee schedule if the mare foals while in WP custody, regardless of whether such services are requested.
11. BILLING: Invoices will be sent on a monthly basis. A finance charge is computed on a periodic rate of 1% interest charge per month (12% per year) on any previous due balance not paid within 30 days from statement date. Upon signing this contract, Customer's or Customer's agent agree to this interest charge. A deposit of \$ _____ shall be paid to WP prior to the arrival of horse at WP.
12. RELEASE: Customer agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, farrier work and all other fees, charges and expenses pursuant to this contract shall be paid prior to WP release of Horse. Customer shall make arrangements with WP 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 test, vaccinations and health certificates, whether through WP veterinarians or otherwise. Upon commencement of loading of the Horse for shipment, Customer assumes full responsibility and releases WP from any responsibility for liability for the Horse's health, soundness, breeding condition, transportation and care.
13. LIEN: Customer grants WP a lien upon and security interest in the Horse and any foal produced by a breeding at WP to secure all obligations and amounts due under this contract with WP. WP 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 or foal are to be kept, or where the Customer resides, and when so filed the copy shall be effective as a financing statement as well as a security agreement. At any time, the Customer's balance is unpaid for 30 days, or Customer is otherwise in default of this or any contract, WP 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 of this contract.
14. NONASSIGNABILITY: Customer may not assign any rights or delegate any duties under this contract without the written consent of WP.
15. DEFAULT: In the event Customer defaults on this contract and does not pay the monthly charges that are due within fifteen (15) days of billing, the Customer authorizes WP to transport

_____ at Customer's expense to _____

HORSE

DESIGNATED LOCATION

And place said Horse in the possession of

DESIGNATED RESPONSIBLE PERSON

16. 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 except as otherwise provided. Headings are for the 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 constructed and governed by the laws of the State of Arizona. Jurisdiction and venue for all disputes connected with this contract shall be proper only in Pima County, Arizona. If a lawsuit is filed with respect to this contract, or WP forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney’s fees and costs.

IN WITNESS WHEREOF, the respective parties have set their hands this

_____ day of _____ 20 _____

On A Wing And A Prayer Horse Farm, L.L. C.

CUSTOMER SIGNATURE