

JADE CREEK ARABIANS

MAILING ADDRESS: 3675 Baseline Avenue Santa Ynez, CA 93460

STANDARD SERVICES AGREEMENT

1. PARTIES. This Agreement is made this _____ day of _____, 2008 by and between Jade Creek Arabians, and the Customer described below ("Customer"):

Name		Address		
City	State	Zip Code	County	
Home Phone	Cellular Phone	Work Phone	Work Fax	
Farm or Ranch Name		Address		
City	State	Zip Code	County	
Farm Phone	Farm Fax			

2. HORSE. This Agreement relates to the horse described below ("Horse"). Customer agrees to immediately provide Jade Creek Arabians 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		
Registration No.	Date Foaled	Color	Sex	Breed
Insurance Carrier		Insurance Agent		
Amount	Policy Number	Expiration Date		

3. OWNERSHIP. Customer: (Mark applicable one)

- | | |
|--|---|
| <input type="checkbox"/> Has full legal title to Horse. Registration is in Customer's name | <input type="checkbox"/> Is managing Horse for: (complete 3A) |
| <input type="checkbox"/> Is purchasing Horse on an installment from: (complete 3A) | <input type="checkbox"/> Is co-owner of Horse along with: (complete 3A) |
| <input type="checkbox"/> Is leasing Horse from: (complete 3A) | <input type="checkbox"/> Co-owner's name does not appear on registration. |

3A. Seller/Owner/Co-owner/Leesor	Phone
In case of emergency, call	Phone

4. PROGRAM(S). Customer hereby contracts with Jade Creek Arabians for the following Program(s) as further described in the Jade Creek Arabians Program Description and Fee Schedule as hereinafter modified or amended: (Mark applicable program):

- | | |
|---|---|
| <input type="checkbox"/> Show Halter Program.....\$ _____ | <input type="checkbox"/> Evaluation/Conditioning Program \$ _____ |
| <input type="checkbox"/> Show Performance Program\$ _____ | <input type="checkbox"/> Stall Board.....\$ _____ |
| <input type="checkbox"/> Sale Conditioning Program.....\$ _____ | <input type="checkbox"/> Pasture/Paddock Board \$ _____ |

Customer agrees that the services accompanying the applicable Program shall be provided by Jade Creek Arabians according to the terms and conditions as set forth in this Agreement and in the Program Description and Fee Schedule. Customer agrees that Jade Creek Arabians, in the exercise of its sole discretion, may increase or otherwise modify the fees and charges set forth in this Agreement or the Program 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 Jade Creek Arabians a daily fee for each day in which Horse is in a Program at the applicable rate set forth in the Program Description and Fee Schedule (the "Program Fee"). Customer agrees that Jade Creek Arabians, in its reasonable discretion, may from time to time change the Program applicable to Horse, including, but not limited to, medical or behavioral reasons, Customer agrees to pay Jade Creek Arabians a Program Fee at the rate set forth in the Program Description and Fee Schedule for the changed Program.

6. FEES AND EXPENSES. In addition to the Program Fee, Customer shall pay all additional fees and expenses set forth in the Program Description and Fee Schedule, which are applicable to Horse or the services provided ("Additional Expenses"). Customer shall also pay or reimburse Jade Creek Arabians 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 Jade Creek Arabians, which reserves the right to reject any Horse at its sole discretion, and return any unruly Horse at Customer's expense.

8. TERMINATION. Jade Creek Arabians 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, Jade Creek Arabians reserves the right to remove the Horse from Jade Creek Arabians premises at Customer's expense.

9. TRANSPORTATION. Customer shall be solely responsible for arranging for and paying the costs of transporting Horse in connection with this Agreement. If Jade Creek Arabians has to arrange for such transportation, Customer agrees that Jade Creek Arabians may charge a Transportation Arrangement fee. Customer hereby authorizes Jade Creek Arabians 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 Program Fee shall be due and payable in advance and shall be due on or before the 1st day of each month. Any additional expenses shall be due and payable upon the receipt of Jade Creek Arabians 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 Jade Creek Arabians 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 to Jade Creek Arabians. All payments hereunder shall be made in lawful money of the United States at the office of Jade Creek Arabians at the address set forth above.

11. DELINQUENT PAYMENTS. Any payment not made within fifteen (15) days of the due date shall be deemed delinquent. 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 Jade Creek Arabians damages if Customer fails to pay promptly. Jade Creek Arabians shall be entitled to charge as liquidated damages on any delinquent balance, a late fee of \$25.00 for each month balance is not paid in full. In addition to the foregoing, Jade Creek Arabians 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 Jade Creek Arabians a security interest and lien in 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, Jade Creek Arabians, 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 Jade Creek Arabians.
- B. Prior to the arrival of Horse at Jade Creek Arabians, 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 Jade Creek Arabians on or before the time Horse is delivered a fully completed Horse Information Sheet in the form attached as Exhibit A, which Exhibit A is expressly incorporated into and made a part of this Agreement.
- D. Should the Horse arrive at Jade Creek Arabians without such vaccinations and coggins test as required above, Jade Creek Arabians may, at its option refuse to accept Horse or provide the vaccinations and coggins test at Customer's expense. All vaccinations and wormings will be administered thereafter at prescribed intervals by Jade Creek Arabians.
- E. Customer hereby authorizes Jade Creek Arabians to provide or arrange for, at Customer's sole expense, all veterinarian services or treatments to Horse that Jade Creek Arabians reasonably believes to be necessary.
- F. If at any time while Horse is at Jade Creek Arabians, it is determined by Jade Creek Arabians, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from Jade Creek Arabians, Jade Creek Arabians shall give Customer notice of such condition and shall have the right to have Horse removed from Jade Creek Arabians immediately at Customer's sole expense.
- G. Jade Creek Arabians 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 Jade Creek Arabians.

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

Customer shall provide Jade Creek Arabians 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 Jade Creek Arabians with written authorization to release Horse to any third party transporter and Jade Creek Arabians 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, Jade Creek Arabians 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 Jade Creek Arabians directly pays the Third Party Service Provider, the fees of such provider shall be deemed Additional Expenses and paid directly to Jade Creek Arabians. 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 Jade Creek Arabians and that, therefore, prompt payment of Third Party Service Providers is a material term of this Agreement. Customer further acknowledges that Jade Creek Arabians 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 Jade Creek Arabians. In no event shall Jade Creek Arabians be liable for any action or inaction of a Third Party Service Provider.

16. DECISIONS REGARDING TRAINING AND SHOWING OF HORSE AND JADE CREEK ARABIANS'S RIGHT TO ENGAGE IN CONFLICTING ACTIVITIES. Customer agrees that Jade Creek Arabians 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 Jade Creek Arabians and its trainers shall not be committed to show Horse in any particular show or class unless Jade Creek Arabians agrees in writing to show the Horse at such show or class. Jade Creek Arabians 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 Jade Creek Arabians shall not be liable to Customer for any claims or expense in the event of such timely notice of cancellation. Customer acknowledges that Jade Creek Arabians 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 Jade Creek Arabians 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 Jade Creek Arabians 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 Jade Creek Arabians, 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 Jade Creek Arabians 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 coverages available.

18. SALES COMMISSION AND Jade Creek Arabians RIGHT TO SERVE AS JOINT AGENT. If (i) Customer has placed Horse in any of Jade Creek Arabians training or care programs, and Horse is sold; (ii) Horse is sold as a result of activities of Jade Creek Arabians or any of its employees; or (iii) Horse is otherwise sold to a person or entity for which Jade Creek Arabians or any of its employees is the procuring cause, then Customer shall pay Jade Creek Arabians promptly at the time of such sale an amount equal to fifteen percent (20%) of the total purchase price or value of the consideration to be received by Customer. Customer agrees that Jade Creek Arabians 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 Jade Creek Arabians 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 Jade Creek Arabians, Jade Creek Arabians, his/its 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 Jade Creek Arabians, Jade Creek Arabians, his/its 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 Jade Creek Arabians, Jade Creek Arabians, his/its 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 Jade Creek Arabians, Jade Creek Arabians, his/its employees, agents, veterinarians, attorneys, accounts, farriers, successors, assigns, or any of them, for any and all in enforcing the indemnity granted in this Section. Jade Creek Arabians, Jade Creek Arabians, his/its 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. Jade Creek Arabians will also receive a 20% commission payable at the time of sale from any horse sold 30 days after horse leaves care of Jade Creek Arabians if Jade Creek Arabians institutes sale.

20. ARBITRATION REQUIREMENT. The parties hereby agree to submit all controversies, claims, and matters of difference to arbitration in Solvang, 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 or modification is in writing and signed by the party against whom the enforcement of such waiver, amendment or modification is sought. The failure of Jade Creek Arabians to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of Jade Creek Arabians 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 Jade Creek Arabians of a commission to other persons or agents for his/her/its services as Jade Creek Arabians 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 Jade Creek Arabians engages the services of any attorney to enforce any provision of this Agreement, and Jade Creek Arabians is successful in so enforcing this Agreement, Customer shall pay Jade Creek Arabians the reasonable attorney's fees and expenses incurred by Jade Creek Arabians by reason of such enforcement, whether or not suit or arbitration is brought.

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 Jade Creek Arabians.

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

Jade Creek Arabians (print name)	Customer (print name)
Signature	Signature
Title	Signature
Date	Date