

JESSE SALDANA TRAINING CENTER
SERVICES AGREEMENT AND LIABILITY RELEASE

5425 STONY POINT ROAD • SANTA ROSA, CA 95407
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IT IS HEREBY AGREED TO AS FOLLOWS:

1. **DEFINITIONS:** The term "OWNER" shall herein refer to the owner, part-owner, or lessee of the horse(s) which are contracted for JESSE SALDANA TRAINING CENTER SERVICES under this Agreement. The term "HORSE(S)" shall refer to all equine species, and also to the specific animal(s) to which this agreement refers. The terms "BOARD" and "BOARDING" shall herein refer to the provisions for compensation of daily routine husbandry, food, and physical space for animal(s) by a party who does not generally have financial interest in the animal(s). The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME" or "MY" shall herein refer to the OWNER(S) and the parent or legal guardians thereof if a minor. The term "JSTC" shall refer to JESSE SALDANA TRAINING CENTER.
2. **AGREEMENT PURPOSE and CONSIDERATION:** At the commencement of this agreement OWNER agrees to pay the sum of \$_____ per month in consideration of JSTC performing the following service(s) (as described and defined in the Service Description and Fees and Terms attached hereto as Exhibit "A" and incorporated herein) for the horse(s) listed under Clause 4 of this Agreement:

- Conditioning & Boarding Show Conditioning & Boarding Sales/Consignment & Boarding
 Performance Training & Boarding Halter Training & Boarding

3. **BOARDING:** The terms "board" and "boarding" shall mean that JSTC will provide for the daily routine care, feed, and physical space in a stall or pasture at the above address for Owner's horse described below (Horse). The term "boarding" does not include exercise or training, grooming, medical care or veterinarian services, shoeing or trimming of hooves, or transportation and care at horse shows and/or clinics. If Owner wishes those services, Owner must make arrangements for those services to be provided by JSTC.

4. **DISCLOSURE OF INFORMATION ABOUT HORSE TO RECEIVE SERVICE(S):**

Name of Horse: _____ Registration No.: _____

Sire: _____ Dam: _____ Sex: _____ Color: _____

Date Foaled: _____ Current Insurer: _____ Policy No.: _____

Award Programs, Sweepstakes and/or Futurities in which the Horse is entered:

Insured value _____

State owner's declared value of horse \$_____ Owner will inform JSTC annually in writing if declared value changes. In the absence of written notification, declared value shall be deemed not to have increased.

Disclose Horse's vices and unique habits _____

Other pertinent information _____

5. **OWNERSHIP:** Customer warrants to JSTC that he/she:

- has full legal title to Horse and Registration is in Customer's Name.
 is a co-owner of the Horse with the following:

(Name)	(Name)
(Address)	(Address)
(Telephone)	(Telephone)

is purchasing Horse on an installment contract. OWNER agrees to provide JSTC with a copy of the installment contract within 10 days of entering into this Agreement.

6. **PENDING SECURITY INTERESTS:** OWNER warrants that a security interest or lien has not been granted or filed on the Horse, except as disclosed below: Name, Address and Telephone Number of holder of security interest or lien: _____

Said security interest or lien is a result of the following obligation: _____

7. **FEES & TERMS:** The current fee schedule for the services offered by JSTC is attached hereto as Exhibit "A" and incorporated herein. JSTC'S fee schedule may change at any time. Should such a change be required, JSTC shall give OWNER no less than 30 days written notice. This agreement shall be for 30 days and shall continue on a month to month basis until terminated by either party on 30 days written notice. Owner shall pay JSTC boarding fees, in advance on the first day of each month, as described in the attached boarding rate schedule, which is part of this Agreement. JSTC may change its boarding rates at any time upon 30 days written notice to Owner. A \$25 administration fee will be charged on all payments received after the 10th day of the month. Failure to pay boarding fees shall entitle JSTC to immediately terminate this Agreement, and to keep Horse in JSTC's possession until all fees and charges are paid in full, and shall give JSTC a possessory lien on Horse.

8. **LOCATION** Horse shall initially be boarded in box stall _____ or pasture _____ (check one), but this can be changed at any time by mutual agreement. In the event of non-payment of boarding fees, JSTC may move Horse from a box stall to a pasture at JSTC's option.

9. **MISCELLANEOUS SERVICES, FEES AND EXPENSES:** OWNER shall pay all miscellaneous fees and expenses as set forth in the Service Description and Fee Schedule attached hereto as Exhibit "A", together with all amounts necessary to reimburse JSTC for services provided and expenses reasonably incurred in the keeping and care of Horse and/or any foal, including transportation, veterinary and farrier expenses. OWNER shall also pay or reimburse JSTC promptly for all taxes, however defined or denominated, except income taxes, related to this Agreement, and for any interest and penalties imposed in connection with such taxes.

10. **BILLING TERMS:** All fees and expenses due hereunder shall be due and payable upon receipt of the statement OWNER is sent for such fees and expenses. If OWNER fails to object in writing to any item charged on a JSTC statement within 15 days from the date such statement is deposited in the United States mail or personally delivered, then it shall be conclusively agreed by OWNER that such amount is fair and correct and owed to JSTC. Any amounts that are not paid within thirty days of billing are subject to interest at the rate of 10% per annum. All board, training fees, veterinarian and farrier charges must be paid in full before the horse may leave the property for any reason whatsoever, including but not limited to competing at shows or appearing in parades or other exhibitions.

11. **SECURITY INTEREST AND LIEN:**

OWNER SPECIFICALLY AGREES THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL AMOUNTS OWED UNDER THIS AGREEMENT SHALL BE DUE AND PAYABLE ON OR BEFORE HORSE OR ANY FOALS MUST BE RELEASED BY JSTC. IN ADDITION TO THE FOREGOING, CUSTOMER HEREBY GRANTS 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 HORSE, CUSTOMER SPECIFICALLY REPRESENTS AND WARRANTS THAT THE PERSON SIGNING THIS AGREEMENT IS A DULY AUTHORIZED ATTORNEY-IN-FACT WITH SUFFICIENT AUTHORITY TO EXECUTE THIS AGREEMENT AND GRANT THE SECURITY INTEREST AND LIEN GRANTED HEREBY FOR THE OWNER OF THE HORSE. JSTC MAY, AT ANY TIME UNTIL ALL AMOUNTS DUE HEREUNDER ARE FULLY PAID AND ALL OBLIGATIONS REQUIRED OF OWNER HEREUNDER ARE FULLY PERFORMED, FILE A PHOTOCOPY OF THIS AGREEMENT IN THE COUNTY AND STATE OF CUSTOMER'S RESIDENCE OR BUSINESS OR WHERE SUCH HORSE OR ANY FOAL PRODUCED AS A RESULT OF THIS AGREEMENT IS LOCATED, AND WHEN SO FILED, THIS AGREEMENT SHALL BE EFFECTIVE AS A FINANCING STATEMENT AS WELL AS A SECURITY AGREEMENT. OWNER AGREES TO EXECUTE, FILE AND RECORD SUCH OTHER STATEMENTS, NOTICES AND AGREEMENTS, TAKE SUCH ACTION AND OBTAIN SUCH DOCUMENTS AS HE SHALL DEEM NECESSARY TO FURTHER OBTAIN, PERFECT AND RETAIN SUCH SECURITY INTEREST AND LIEN. OWNER APPOINTS JESSE SALDANA AS ITS ATTORNEY-IN-FACT TO EXECUTE AND FILE UCC-1 FORMS AND OTHER DOCUMENTS TO RECORD, PERFECT AND PROTECT SUCH SECURITY INTEREST AND LIEN AS GRANTED HEREIN. IF OWNER FAILS TO PERFORM FULLY AND TIMELY ANY OBLIGATION UNDER THIS AGREEMENT, JSTC, AT ITS OPTION, MAY DECLARE A DEFAULT AND EXERCISE ALL RIGHTS IN THE HORSE ALLOWED BY THIS AGREEMENT AND/OR THE CALIFORNIA COMMERCIAL CODE.

Initial _____

12. **HORSE HEALTH WARRANTY:** OWNER warrants that the Horse shall enter the premises free from transmissible diseases, and is effectively wormed, and current on immunizations for tetanus, rabies, strangles, equine influenza, encephalomyelitis, rhino pneumonitis and sleeping sickness. It is agreed by OWNER and JSTC that if JSTC is not provided a worming and immunization record upon the arrival of the horse at the training facility, JSTC may, at its option, refuse to accept Horse or provide the vaccinations and/or Coggins test at OWNER'S expense.

19. **VISITOR PERMISSION TO HANDLE HORSE** In the event someone other than Owner wishes to ride or handle horse, such person shall sign a RELEASE OF LIABILITY and provide to JSTC written permission of Owner to remove, handle, or ride Horse. Owner agrees to indemnify and defend JSTC against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from such other person's use of Horse or presence upon JSTC's property and facilities.
20. **INSURANCE WARNING** Owner is hereby advised that while on JSTC's premises, direct loss, damage, theft, or injury to Owner's Horse, tack, equipment and trailer is not covered by JSTC's insurance. Owner must carry his/her own personal property insurance under a homeowner's, tenant's or other insurance policy insuring Owner's horse and Owner's other property.
21. **PLACE AND VENUE** This Agreement is entered into and shall be performed in Sonoma County in the state of California and will be interpreted and enforced under the laws of California. In the event of a dispute which relates to this Agreement, jurisdiction and venue shall be exclusively in Sonoma County, and the prevailing party shall be entitled to receive its actual attorney's fees from the losing party, whether or not suit is brought.
22. **ARBITRATION AGREEMENT:** The parties hereby agree to submit all controversies, claims and matters of difference to arbitration pursuant to the terms fully set forth in Exhibit "B" attached hereto and incorporated herein by reference.
23. **RELEASE OF LIABILITY:**
EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, JSTC, AND HIS/ITS OWNERS, PARTNERS, PRINCIPALS, AGENTS, EMPLOYEES, VETERINARIANS AND FARRIERS, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY HORSE AND/OR ANY FOAL DURING THE TIME HORSE OR ANY FOAL IS IN THE CUSTODY OR CONTROL OF JSTC, OR FOR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN ANYWAY CONNECTED WITH BREEDING, BOARDING, CONDITIONING, TRAINING, RACING, TRANSPORTING, SHOWING, MARKETING OR PROVIDING OF ANY OTHER SERVICES TO HORSE AND/OR ANY FOAL. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY WHICH OWNER, ITS AGENTS OR EMPLOYEES OR ANY THIRD PARTY MAY RECEIVE WHILE ON JSTC'S PREMISES. OWNER FULLY UNDERSTANDS AND AGREES THAT TRAINER HAS NO OBLIGATION TO PROVIDE OWNER'S BENEFIT ANY PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT, EQUINE MORTALITY, CARE, CUSTODY OR CONTROL INSURANCE ON HORSE AND/OR ANY FOAL, AND THAT ALL RISKS CONNECTED WITH THE BREEDING, BOARDING, CONDITIONING, TRAINING, RACING, TRANSPORTATION, SHOWING, MARKETING OR PROVIDING OF ANY OTHER SERVICES TO HORSE AND/OR ANY FOAL ARE TO BE BORNE SOLELY BY OWNER.
24. **WAIVER OF WARRANTIES:**
ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY, BREEDING, SHOWING AND FOR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY WAIVED BY OWNER AND OWNER HEREBY AGREES THAT JSTC AND HIS/ITS EMPLOYEES, AGENTS, VETERINARIANS, ATTORNEYS, ACCOUNTANTS, FARRIERS, SUCCESSORS AND ASSIGNS, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTION COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES ARISING FROM THE NONPERFORMANCE OF OBLIGATIONS WHICH OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON JSTC'S PROMISE AND REPRESENTATIONS IN THIS AGREEMENT. IN NO EVENT SHALL OWNER'S REMEDY FOR ANY LIABILITY OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID HEREUNDER.
25. **INDEMNIFICATION AND HOLD HARMLESS OF JSTC BY OWNER:** With the exception that the following provisions of this Section shall in no event be construed to require indemnification by the owner in excess of that permitted under the public policy or the applicable law, OWNER shall indemnify, defend and save harmless JSTC, its employees, agents, veterinarians, attorneys, accountants, farrers, successors, assigns, and all of them, of and from: [a] any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or 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 or persons caused by horse and/or any foal while it/they are in the care and custody of JSTC, its employees, agents, veterinarians, attorneys, accountants, farrers, successors, assigns, or any of them; and [b] 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 the horse and/or any foal produced from horse which is caused or alleged to be caused by the acts or omissions of JSTC, its employees, agents, veterinarians, attorneys, accountants, farrers, successors, assigns, or any of them. Initial _____
26. **INHERENT RISK AND NATURE OF THE HORSE WARNING:** Horseback riding and horse driving is classified as a RUGGED ADVENTURE RECREATION SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2' to 5 1/2', and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act at will; shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger.
27. **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 JSTC to enforce any of the provisions of the Agreement shall not be construed as a waiver of such provision or of the right of JSTC hereafter to enforce such provisions.
28. **ENTIRE AGREEMENT:** The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as 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 evidence whatsoever may be introduced in any judicial proceeding, if any, involving this agreement. No representation, warranty, condition, understanding or agreement, oral or otherwise, regarding the subject matter of this 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.
29. **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.
30. **GOVERNING LAW, SCOPE AND JURISDICTION:** This Agreement shall be legally binding upon JSTC and OWNER and OWNER'S parents or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement shall be governed by and be construed in accordance with the law 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 hereinabove, the municipal or superior courts for the county of Sonoma, California shall be the exclusive legal forum for the resolution of any dispute arising out of this Agreement, and the parties hereby submit to the exclusive jurisdiction and venue of the Sonoma County courts. Initial _____
31. **SUCCESSORS AND ASSIGNS:** The Agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. OWNER, however, shall not have the right to assign any rights or delegate any duties under the Agreement without the prior written consent of JSTC.
32. **LIMIT OF DAMAGES:** The value of the horse for which this contract is entered into is \$ _____. It is understood by all parties to this contract that in the event that OWNER claims he is entitled to damages for any reason, whether those damages arise out of negligence, breach of contract, strict liability, or any other cause of action, the total amount OWNER is entitled to collect as damages from JSTC is limited to the amount stated in this provision as the value of the horse. If at any time the value of the horse changes, it is OWNER'S sole responsibility to provide a revised statement of value to JSTC in writing. Said changed value will not become effective with regards to the limit of damages until signed and approved by JSTC.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS AND ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Dated: _____

JESSE SALDANA, Jesse Saldana Training Center

Dated: _____

OWNER

 Address

 Home Telephone

 Work Telephone

AGREEMENT TO ARBITRATE

- A. The parties hereby agree to submit all controversies, claims and matters of difference to arbitration in Sonoma County, 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 and practices 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: [a] all questions relating to the breach of any obligation, warranty or condition hereunder; [b] failure of any party to deny or reject a claim or demand of any other party; and [c] all questions as to whether the right to arbitrate any question exists. 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

RELEASE OF LIABILITY

THIS IS A RELEASE OF LIABILITY FOR THE BENEFIT OF JESSE SALDANA TRAINING CENTER, ITS OWNERS, EMPLOYEES AND AGENTS (all of which are hereafter collectively called "the Ranch").

PLEASE READ THIS CAREFULLY

I understand that horseback riding and the handling of horses will expose me and my horse to above normal risks of injury.

I agree that I am responsible for my own safety and that of my horse.

I have been advised to wear protective equestrian headgear at all times while riding.

I agree that the Ranch will not be liable if I or my horse suffers injury or death and I agree to waive any legal rights to bring a lawsuit, except if caused by the gross negligence or willful misconduct of the Ranch.

The consideration for my signing this RELEASE OF LIABILITY is the Ranch agreeing to allow me access to the Ranch property and the use of the Ranch facilities.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND I ACKNOWLEDGE RECEIPT OF A COPY.

Signature _____

Address _____

Print name _____

Date _____

Phone _____

If the above person is a minor, a parent is also required to sign below.

Signature _____

Address _____

Print name _____

Date _____

Phone _____