



STANDARD SERVICES AGREEMENT

1. PARTIES. THIS AGREEMENT is made this _____ day of _____, 20____ by and between James O. Lowe DBA: Lowe Show Horse Centre (Hereinafter Lowe Show Horse Centre), and:

Name (Hereinafter "Customer") _____ SS# _____

Billing Address _____

City _____ State _____ Zip Code _____

Residence Phone _____ Fax _____ Business Phone _____

2. HORSE. This Agreement relates to the horse referenced below (hereafter "Horse"). Customer agrees to immediately provide Lowe Show Horse Centre with a copy of Horse's registration and horse show records. **IF MORE THAN ONE HORSE WILL BE UNDER THE CARE OF LOWE SHOW HORSE CENTRE, PLEASE DUPLICATE THIS PAGE AND COMPLETE SECTIONS 2, 3 AND 4.**

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)

Has full legal title to Horse. Registration is in Customer's name

Is purchasing Horse on an installment from: (complete 3A)

Is leasing Horse from: (complete 3A)

Is managing Horse for: (complete 3A)

Is co-owner of Horse along with: (complete 3A)

Co-owner's name does not appear on registration.

3A. Seller/Owner/Co-owner/Leasor _____ Phone _____

In case of emergency, call _____ Phone _____

4. SERVICES AND PROGRAM(S). Customer hereby contracts with Lowe Show Horse Centre for the following program(s) and services as further described and defined in the Lowe Show Horse Centre's Program Description and Fee Schedule attached hereto and as hereinafter modified or amended: (Mark applicable program or programs and services):

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

Customer agrees that such services and program(s) shall be provided by Lowe Show Horse Centre according to the terms and conditions as set forth in this Agreement and in the Lowe Show Horse Centre Program Description and Fee Schedule attached hereto, plus such additional fees and expenses described below as may apply. Customer agrees that Lowe Show Horse Centre, in the exercise of its sole discretion, may increase or otherwise modify any and all fees and charges set forth in this Agreement or the Lowe Show Horse Centre Program Description and Fee Schedule with thirty (30) days notice to Customer and Customer shall liable for payment of such expenses as increased or modified.

5. BOARDING AND TRAINING FEES. Customer shall pay Lowe Show Horse Centre for each day Horse is boarded and/or trained by Lowe Show Horse Centre a daily fee at the rate set forth in the Lowe Show Horse Centre Program Description and Fee Schedule attached hereto or at the rate which Lowe Show Horse Centre, in its sole discretion, from time to time may hereafter set. Notwithstanding the foregoing, should Horse require a private paddock or special stall for medical reasons, Customer agrees to pay Lowe Show Horse Centre its standard private paddock or special stall rate.

6. MISCELLANEOUS SERVICES, FEES, AND EXPENSES. Customer shall pay all miscellaneous fees and expenses as set forth in the Lowe Show Horse Centre Program Description and Fee Schedule attached hereto and as may be increased or modified hereafter by Lowe Show Horse Centre together with all amounts necessary to reimburse Lowe Show Horse Centre for services provided and expenses incurred on behalf of Customer and Horse. Customer shall also pay or reimburse Lowe Show Horse Centre 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. Such amounts described in this Section shall be referred to in this Agreement as "Miscellaneous Fees and Expenses."

7. ACCEPTANCE. This Agreement is not effective until approved and executed by Lowe Show Horse Centre, which reserves the right to reject any Horse at its sole discretion, and to return any unruly Horse at Customer's expense. Customers violating stable rules, hours, or disrupting or endangering others will be required to remove their Horse at their expense immediately upon written notice.

8. CUSTOMER'S RESPONSIBILITY FOR TRANSPORTATION. Customer shall be solely responsible for arranging for and paying the costs of transporting Horse in connection with this Agreement. If Lowe Show Horse Centre has to arrange for such transportation, Customer agrees to pay Lowe Show Horse Centre a transportation arrangement fee of \$25.00 per horse each time such transportation is arranged.

9. BILLING TERMS. All fees and expenses due hereunder shall be due and payable upon the receipt of the statement Customer is sent for such fees and expenses. If Customer fails to object in writing to any item charged on a Lowe Show Horse Centre 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 Lowe Show Horse Centre. If Customer fails to make timely payment of any amount due under this Agreement, Customer shall be in breach of this Agreement. 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 Lowe Show Horse Centre's damages if Customer fails to pay promptly. **Therefore, if any such amounts are not paid in full on or within thirty (30) days of the date shown on the statement, Customer agrees that Lowe Show Horse Centre shall be entitled to charge as liquidated damages on the then unpaid balance \$50 per horse, per month from such statement until paid.** All payments hereunder shall be made in lawful money of the United States at the office of Lowe Show Horse Centre at the address set forth above. **(please initial)** _____

10. SECURITY INTEREST AND LIEN. Customer 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 will be released by Lowe Show Horse Centre. In addition to the foregoing, Customer hereby grants Lowe Show Horse Centre 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, Lowe Show Horse Centre, 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.

11. HEALTH REQUIREMENT, VACCINATIONS, AND VETERINARY CARE.

- A.** Customer warrants that Horse is free from all contagious or infectious diseases upon delivery to Lowe Show Horse Centre.
- B.** On or prior to arrival of Horse at Lowe Show Horse Centre, Customer shall have the Horse vaccinated and tested for and shall provide a record of the Horse's vaccination and testing within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative coggins (swamp fever) test.
- C.** Customer shall provide to Lowe Show Horse Centre 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 Lowe Show Horse Centre without such vaccinations and coggins test as required above, Lowe Show Horse Centre 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 Lowe Show Horse Centre.
- E.** Customer hereby authorizes Lowe Show Horse Centre to provide or arrange for, at Customer's sole expense, all veterinarian services or treatments to Horse that Lowe Show Horse Centre reasonably believes to be necessary.
- F.** If at any time while Horse is at Lowe Show Horse Centre, it is determined by Lowe Show Horse Centre, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from Lowe Show Horse Centre, Lowe Show Horse Centre shall give Customer notice of such condition and shall have the right to have Horse removed from Lowe Show Horse Centre immediately at Customer's sole expense.
- G.** Lowe Show Horse Centre 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 Lowe Show Horse Centre.

12. TRANSPORTATION AND RELEASE OF HORSE. MUST BE PAID BY CASH OR CASHIERS CHECK. NO EXCEPTIONS!

- A.** Customer shall provide Lowe Show Horse Centre 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 Lowe Show Horse Centre with written authorization to release Horse to any third party transporter and Lowe Show Horse Centre 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.
- B.** Customer hereby authorizes Lowe Show Horse Centre during the time Horse is boarded at Lowe Show Horse Centre pursuant to this Agreement 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.

13. DECISIONS REGARDING TRAINING AND SHOWING OF HORSE AND LOWE SHOW HORSE CENTRE'S RIGHT TO ENGAGE IN CONFLICTING ACTIVITIES.

Customer agrees that Lowe Show Horse Centre 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 Lowe Show Horse Centre and its trainers shall be committed to show the Horse in any particular show or class unless Lowe Show Horse Centre agrees in writing to show the Horse at such show or class. Lowe Show Horse Centre 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 Lowe Show Horse Centre shall not be liable to Customer for any claims or expense in the event of such timely notice of cancellation. Customer acknowledges that Lowe Show Horse Centre shall engage in activities which may directly conflict with Customer's interest with regard to the Horse, including the owning, training and showing of other horses which compete or could compete with Horse. Customer acknowledges that Lowe Show Horse Centre 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 Lowe Show Horse Centre 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.

14. INSURANCE. Customer warrants that Horse, while located at Lowe Show Horse Centre, is covered by full mortality and theft insurance in an amount at least equal to the full value which Customer places on said Horse. Upon request, Customer agrees to provide Lowe Show Horse Centre 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 their insurance agent with regards to these and other coverages available.

15. SALES COMMISSION AND LOWE SHOW HORSE CENTRE'S RIGHT TO SERVE AS JOINT AGENT.

If (i) Customer has placed Horse in any of Lowe Show Horse Centre's training or care programs, and Horse is sold; (ii) Horse is sold as a result of activities of Lowe Show Horse Centre or any of its employees; or (iii) Horse is otherwise sold to a person or entity for which Lowe Show Horse Centre or any of its employees is the procuring cause, then Customer shall pay Lowe Show Horse Centre promptly at the time of such sale an amount equal to fifteen percent (15%) of the total purchase price or value of the consideration to be received by Customer. Customer agrees that Lowe Show Horse Centre 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. (iv) Customer agrees that if Horse leaves the care of Lowe Show Horse Centre (for any reason) and is sold by the Owner/Customer within forty-five (45) days of departing, Lowe Show Horse Centre will be owed no more than fifteen percent (15%) commission of the total purchase price or value of the consideration to be received by Owner/Customer. (please initial) _____

16. INDEMNIFICATION AND HOLD HARMLESS OF LOWE SHOW HORSE CENTRE 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 James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, 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 James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, agents, veterinarians, attorneys, accountants, 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 James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them. At Customer's own cost, expense, and risk, Customer shall (a) defend any and all suits, arbitrations 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 James O. Lowe, DBA: Lowe Show Horse Centre, his/its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them, in connection with any of the foregoing incidents specified in sub-paragraphs (i) through (ii), above; and (b) shall indemnify and reimburse said parties for any and all costs or expenses incurred in enforcing the indemnity granted in this Section. James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, agents, veterinarians, attorneys, accountants, 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. In recognition that the services of Lowe Show Horse Centre hereunder will be performed by it upon ranch facilities owned by third parties (under appropriate contractual arrangements), Customer shall further indemnify, defend and save harmless the owner of the ranch facilities James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, agents, successors, assigns, or any of them (collectively, "Owner"), from and against any of the incidents specified in sub-paragraphs (i) through (ii), above, and to defend Owner and indemnify Owner to the same extent specified in sub-paragraphs (a) through (b) above.

17. ARBITRATION REQUIREMENT.

The parties hereby agree to submit all controversies, claims, and matters of difference to arbitration in Ventura 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 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 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.

18. 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 Lowe Show Horse Centre to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of Lowe Show Horse Centre thereafter to enforce such provisions.

19. 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.

20. ACKNOWLEDGMENT AND CONSENT OF PAYMENT OF COMMISSION. Customer hereby acknowledges and consents to the payment by Lowe Show Horse Centre of a commission to other persons or agents for his/her/its services as Lowe Show Horse Centre's agent in obtaining the purchase of a horse. **(please initial)** _____

21. 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.

22. 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.

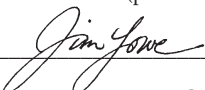
23. ATTORNEY'S FEES. In the event that any suit, arbitration or action may be brought or instituted by the parties hereto, for any purpose under or in connection with this Agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including reasonable attorney's fees. In the event that Lowe Show Horse Centre engages the services of any attorney to enforce any provision of this Agreement, and Lowe Show Horse Centre is successful in so enforcing this Agreement, Customer shall pay Lowe Show Horse Centre the reasonable attorney's fees and expenses incurred by Lowe Show Horse Centre by reason of such enforcement, whether or not suit or arbitration is brought.

24. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be governed by and be construed in accordance with the laws of the State. 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 herein, the Superior Court of Ventura 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 Ventura County, California.

25. 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 Lowe Show Horse Centre.

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

Lowe Show Horse Centre (print name) Jim Lowe Customer (print name) _____

Signature  Signature _____

Title Owner/Trainer, Lowe Show Horse Centre Signature _____

Date Valid 12-01-04 – 12-31-05 Date _____

ENDING NOTES. Please return signed contract or copy of signed contract to: Lowe Show Horse Centre, 4600 Sand Canyon Road, Somis, CA 93066. Please also include a copy of Horse's registration papers and a copy of current IAHA and USAE cards.