



SHOWTIME TRAINING CENTER

SERVICE CONTRACT

1. Parties. THIS AGREEMENT is made this _____ day of _____,
20____, by and between SHOWTIME TRAINING CENTER, LLC,

AND

Name (hereafter "Customer") Address

Residence Phone

Business Phone

Emergency Phone

E-Mail

2. Horse(s). This contract pertains to the registered Horse(s) and all horses owned by the customer in the care of Showtime Training Center. (hereafter "the horse(s)").

Name of Horse(s): _____

Registration No: _____

Date Foaled: _____

Sex: _____

Sire: _____ Dam: _____

Insurance Carrier: _____

Expiration: _____

Insurance contact person and phone number:

Coverage Amount \$: _____

Special conditions of policy: _____

3. **Training Service.** Customer contracts for Showtime Training Center, LLC, to provide training services for a base rate of \$975.00-per month per horse, plus such additional fees and expenses which may be modified from time to time with out notice.
4. **Limitation of Liability and Indemnification.** Customer acknowledges that the care, training, transportation and showing of horses involves an inherent risk or injury, disease and death to both the horses and people participating in these activities. Showtime Training Center prides itself on providing the best possible care for their customer's horses, but losses can occur despite the best of intentions. Therefore, customer agrees that Showtime Training Center, LLC, it's Affiliates, Representatives, Officers, Directors, Agents, Contractors, and Employees (hereby collectively called Showtime Training Center) SHALL NOT BE LIABLE for any sickness, disease, estray, theft, injury, or death that may be suffered by any horse while in their custody nor for any loss, damages, or injury arising out of or connected with breeding, boarding, conditioning, training, or any other services pursuant to this contract. Customer fully understands, authorizes, and assumes the special risk inherent in conditioning, training, swimming, breeding, and transporting horses, and acknowledges that mortality and other insurance is customer's sole responsibility and remedy for any loss. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED. In no event shall customer's remedy exceed the amount paid for the service complained of. Showtime Training Center shall also not be liable for any personal injury, disability, or death which the customer or his agent, representatives or family may receive while on Showtime Training Center's premises or participating in any show or event off of the premises. Customer agrees to pay all expenses and attorney's fees incurred in defending any claims made against Showtime Training Center for any loss covered by this paragraph. Showtime Training Center also shall not be responsible for stolen or broken tack owned by client and in Showtime Training Center's possession for use with customer's horse(s).
5. **Acceptance.** This contract is effective when approved and executed by Showtime Training Center to customer, which reserves the sole right to refuse to accept any horse at it's sole discretion, and to return any horse at Customer's sole expense.
6. **Vaccination.** Customer warrants that the horse(s) is/are free of all communicable disease upon arrival at Showtime Training Center. On or prior to arrival, customer shall provide current vaccinations for equine influenza, tetanus, west nile, strangles, and Rhino, and a negative Coggins (swamp fever) test performed within (6) months prior to arrival. If the horse(s) arrive without records of such vaccinations and tests, Showtime Training Center, at it's option, reject the horse or order the vaccination's and test at Customer's expense.

7. **Vet Care.** Showtime Training Center is hereby appointed Customer's agent and authorized to take all actions and incur for Customer all obligations necessary to maintain and provide all reasonably care for the horse(s), including without limitation vaccination, worming, Coggins test, dentistry, lameness treatments, medical treatment for injury or illness, farrier care, regular breeding cultures, and other veterinary needs, including emergency surgery, at it's discretion, at Customer's sole expense. Showtime Training will attempt to contact Customer and/or it's insurer before authorizing any non-routine or emergency care if the health of the horse will not be compromised thereby.
8. **Sales Commission.** For any horse sold while at Showtime Training Center or init's care, Customer agrees to pay a commission of fifteen percent (15%) of the sales price to Showtime Training Center, LLC regardless or whether Showtime Training Center is the procuring cause of the sale.
9. **Payment.** Training and conditioning fees are billed at the first of the month and are due when billed. All horses whose bills are 30 days in arrears will be sent home or put on board until such time as the bill is paid in full. No horse will be trained if payments are not current. Interest at the rate of one and one-half percent (1 1/2%) shall be charged and paid on all balances unpaid and overdue for thirty (30) days.
10. **Release.** Customer agrees that all outstanding balance due under Agreement and incurred by Showtime Training Center on customer's behalf shall be paid prior to release of the horse. Customer shall make arrangements for the horse's release at least two weeks 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 Showtime Training Center's veterinarians or otherwise. Upon removal of the horse from it's stall before loading the horse for shipment, Customer assumes full responsibility and releases Showtime Training Center from any responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.
11. **Lien.** Customer grants Showtime Training Center a lien and security interest in the horse and any foal in utero or at Showtime Training Center to secure payment of all obligations and amounts due under this or any other contract with Showtime Training Center. Showtime Training Center may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract with the county and state in which it believes the horse or foal to be kept, or where the Customer resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement. At any time the Customer's balance is unpaid for thirty days, or Customer is otherwise in default of this or any other contract with Showtime Training Center, Showtime Training Center may foreclose it's security interest in the horse. Ten (10) days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.
12. **Nonassignability.** Customer may not assign any rights or delegate any duties under this contract without the written consent of Showtime Training Center.

13. Waiver. No delay or failure by Showtime Training Center to exercise any rights or remedy shall be deemed a waiver of that or any other right or remedy.
14. Entire Agreement; Construction; Jurisdiction; Attorney 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 are 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. Because this contract is to be performed primarily at Showtime Training Center's facility and is to be governed by Georgia Law, Customer agrees that all disputes connected with this contract shall be proper only in Coweta County, Georgia. If a lawsuit is filed with respect to this contract or any of the transactions or communications between the parties regardless of the theory of action asserted, Showtime Training Center forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs for such a suit.

WARNING

Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or 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.

Customer Signature:

_____ Date: _____

Showtime Training Center Signature:

_____ Date: _____

Showtime Training Center, LLC

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