**Barton Performance Horses, LLC**

**James & Emily Barton**

**11303 CR 148, Bluff Dale, TX 76433**

**Phone (254) 965-4779 – Cell (817) 905-6064 – Fax (254) 965-3378**

**AGREEMENT FOR EQUINE SERVICES**

**(& Indemnity and Hold Harmless Agreement)**

AGREEMENT made on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**between Barton Performance Horses, LLC, a limited liability duly-established in the State of Texas (hereinafter referred to as “the Ranch”), and:

Horse Owner(s) or Agent(s): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “the Owner”)

Arrival Date: **\_\_\_\_\_\_\_\_\_\_\_** Telephone #’s: Home **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Cell **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Horse: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Horse”)

Reg #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_ Sex: \_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurer of Horse: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Would you like your bills emailed to you \_\_\_\_ Yes/ \_\_\_\_ No. A paper bill will be sent also.

**Recitals**

The Owner desires to engage the services of the Ranch to render its services on the terms and conditions provided in this Agreement. THEREFORE, the Owner hereby engages the services of the Ranch, and in consideration of the mutual promises contained in this contract, the parties agree as follows:

**Terms and Conditions of Engagement**

1. All cost and expenses the Ranch incurs while in possession of the horse (including but not limited to expenses related to the training, boarding and hauling of the Horse bird and to cost associated with the showing of the horse, along with veterinary, medical and/ or farrier costs) Shelby built two in payable by the owner on a monthly basis. The Owner agrees to compensate in reimburse the Ranch at the rates recited on the other side of this Agreement and further agrees to make prompt payment upon receipt of any and all bills therefore. Further, a 1.5% monthly service charge (18% annual charge) may be filed on any account that is 30 days past due, and the parties hereto agree that said interest rate is a reasonable rate for past due balances.
2. All unpaid balances shall be paid prior to the Horses departure from the Ranch. Monthly charges will be pro-rated if the horse is at the Ranch for less than a full 30 day.
3. The Ranch will furnish all facilities, cattle and feeding for the training of the Horse while the horse is in the custody of the Ranch.
4. The Owner shall provide the following items to the Ranch prior to the Ranch’s acceptance of delivery of the Horse:
5. Current negative coggins (III) Current health certificate
6. Record of vaccinations (IV) Photostat registration

Further, the Owner reserves the right to refuse any given horse.

1. The Owner shall notify the Ranch at least 24 hours prior to the delivery or the retrieval of the Horse. Such notifications shall be delivered in-person or by way of the telephone numbers listed on this agreement.
2. The Ranch will exercise judgement in the care and supervision of the Horse. Veterinary services will be billed separately by the attending veterinarian.

**Rates & Fees**

1. For services to be rendered under this Agreement, the Ranch shall be entitled to a fee based on the following rates:

**Training Board Rate: $1100 Hauling Rate: $0.75 a mile Shoeing Rate: $150**

The Ranch shall further be entitled to reimbursement for all costs and expenses incurred under the terms of this contract, including but not limited to:

**Show Expenses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INDEMNITY & HOLD AGREEMENT**

1. **The Owner shall indemnify and save harmless the Ranch and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney’s fees for injury or death to any person, or injury to any property, received or sustained by its agents or employees, in the execution or performance of this contract.**

**Further, the Ranch Shall not be liable or responsible for, and shall be saved and held harmless by the Owner from and against any in all suits, actions, losses, damage is, claims, or liability of any character, type, or description, including all expenses of litigation, court cost, and attorney’s fee for injury or death to any person, or injury to any property, received or sustained by any person or persons of or property, arising out of, or occasioned by, directly or indirectly, the performance of the ranch under this agreement, including claims and damages arising in the whole or in part from the negligence of the Ranch.**

**It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is an indemnity extended by the Owner to indemnify and protect the Ranch from the consequences of the Ranch’s own negligence, whether that negligence is the sole or contributory cause of the results at injury, death, or damage.**

**No Equine Insurance Maintained by Ranch**

1. The Owner hereby understands and acknowledges that the Ranch does not carry any form of equine insurance on the Horse or any of the horses under its care. Such coverage shall be maintained by and is the full responsibility of the Owner.

**Grant of Stableman’s Lien**

1. The Owner hereby grants the ranch a lien on the Horse for all charges resulting from the training and boarding of the Horse and from the rendering of any other services to or for the Horse. Should any such charges remain unpaid for a period of thirty (30) days after said charges become due and payable under the terms of this Agreement, the Ranch shall proceed to foreclose on its stableman’s lien established as to the Horse. The Owner hereby agrees to reimburse the Ranch for any and all costs and fees, including attorney’s fees, associated with any such foreclosure.

**Entire Agreement**

1. This Agreement the sole and only agreement of the parties and supersedes any prior or written or oral agreements between the parties respecting this subject matter.

**Successors and Assigns**

1. Subject to the provisions regarding assignment, this Agreement is binding on and inures to the benefits of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**Attorney’s Fees**

1. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorney’s fees in addition to any other relief to which he *or* she *or* it may be entitled.

**Governing Law & Venue**

1. This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas. Further, the parties hereby agree that the proper venue for any litigation concerning the terms of this contract and/or the relationship of the parties hereto is any court of proper jurisdiction in the County of Erath, State of Texas.

**Amendment**

1. This Agreement may be amended by the mutual agreement of the parties to it, in a writing to be attached and incorporated in this Agreement.

**Legal Construction**

1. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions, and the Agreement will be constructed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

Owner/Agent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ranch Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes:

Owners Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ranch Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_