

ARBITRATION AGREEMENT

A.) ARBITRATION OF DISPUTES:

The LESSOR and I the undersigned, on behalf of myself and my personal representative, heirs, guardians, guests, next of kin, spouse, assigns, and on behalf of my minor child (ren) agree to resolve any and all claims, disputes, defaults, negligence passive or active, omissions, failure to warn or otherwise, damages, losses of any kind, injury, permanent injury, death, or disagreements arising from boarding, working, sub contracting, showing, any and all type of riding, preparers, handling, training, schooling, grooming, helping, care, coaching, food suppliers, food preparers, eating, use of LESSOR property, use of adjoining properties, wild and domestic animals/reptiles, farm equipment/vehicles/trucks, volunteers, event organizers, judges, grooms, carting, noises, highway, faulty equipment, faulty fencing, vendors, care talkers, transporting and stabling of horse(s) through arbitration provided below and irrevocably wave any and all rights to the contrary. The above PARTIES agree to all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and no force or effect whatsoever.

B.) APPOINTMENT OF AN ARBITRATOR:

All disputes subjected to this Arbitration shall be determined by binding arbitration before: ADR Services within the Los Angeles County Superior Court only or as may be otherwise mutually agreed by plaintiff and defendant (the "Arbitrator"). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The Parties have elected to utilize ADR Services; the Arbitrator shall be selected in accordance with the said organization's rules. In the event the Arbitrator is not selected as provided for the above for any reason, the party initiation arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

C.) ARBITRATION PROCEDURE:

- 1. PRE-HEARING ACTIONS.** The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitration at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion to order pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witness, and examination by deposition of parties and third-party witnesses. The discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas duces tecum as provided for the applicable statutory case law (e.g., in California Code of Civil Procedure Section 1282.6).
- 2.) THE DECISION.** The arbitration shall be conducted in the city or county within which the Arbitration Agreement was signed and at a reasonably convenient site. Any Party may be represented by council or other authorized representative, in rendering a decision(s), the Arbitrator shall determine the rights and obligations OF THE Parties according to the substantive laws. The Arbitrator's decision shall be based on evidence introduced at the hearing, including all logical and reasonable inferences there from. The Arbitrator may make any determination and/or grant any remedy of relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision shall be conclusive and binding, and may thereafter be confirmed as a judgement by the court of applicable jurisdiction, subject only to challenge on the grounds set forth in the applicable statutory or case law 9e.g. in California Code of Civil Procedures Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction. The Arbitrator may award costs, including without limitation, Arbitrator's fees, and expert and witness costs, to the prevailing party, if any as determined by the Arbitrator in his discretion.

Whenever a matter has been submitted to arbitration involves a dispute as to whether or not a particular act or omission constitutes a Default, the time to commence or cease such action shall be tolled from that date that the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall NOT apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerned whether or not the failures to make payment of money constitutes a default, the service of an Arbitration Notice shall NOT toll the time period in which to pay the money. The Party allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with written statement setting forth the reason for such protest. If thereafter, The Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with interest. If the Party makes a payment "under protest" but no Notice of Arbitration is filed within thirty days, then such protest shall be deemed waived.

By signing below I voluntarily agree to the terms set forth, have read, understood, acknowledge and agree to the above Arbitration Agreement.

Signature _____ Print _____

Date _____ Phone # _____