

VARIAN ARABIANS

2021 BOARDING AND/OR TRAINING CONTRACT

THIS BOARDING AND/OR TRAINING CONTRACT is made _____ by and between Varian Arabians (hereinafter known as "VA"), and

NAME (hereinafter referred to as "CLIENT"):

Address: _____ City: _____ State: _____ Zip: _____

Contact phone: _____ Fax: _____ email: _____

HORSE INFORMATION:

Horse Name: _____

Registration #: _____

Horse's date of birth: _____

Breed: _____

Sire: _____

Dam: _____

Horse's expected arrival date: _____

CREDIT INFORMATION & METHOD OF PAYMENT:

METHOD OF PAYMENT:

Board and/or training charges will be paid by: Credit/Debit card _____ Check _____ (Due by 10th of the month)

I would like my monthly charges automatically charged to my *** credit/debit card _____

*****AS OF OCTOBER 1, 2019, THERE WILL BE A 4% CREDIT CARD PROCESSING FEE ON ALL BOARD ACCOUNTS. Initial here please _____**

WE ALSO ACCEPT PAYPAL, VENMO & ZELLE FOR PAYMENTS.

CREDIT/CHECK CARD ACCOUNT INFORMATION AND AUTHORIZATION:

VISA / MC - Account number _____ Expiration date _____

3-digit code on back _____ Name on credit card _____

Signature _____

I. GENERAL INFORMATION

Client's Veterinarian: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Is your horse and/or unborn foal covered by insurance? _____. If yes, complete insurance section below.

Insurance Company _____ Phone # _____

Policy # _____ Amount of coverage _____

Please describe the type of policy (i.e. full mortality, surgical, etc.) _____

II. OWNERSHIP

Client to initial one of the following to indicate ownership of Mare:

_____ Client has full title & registration of horse. Please provide copy of registration papers with this contract.

_____ Client is leasing the horse. Copy of lease agreement MUST be provided to VA with this Contract.

_____ Client is purchasing the horse. Registration and full title are currently held by:

Horse Owner's Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact phone: _____ Email _____

III. TYPE OF SERVICE

Client hereby contracts with Varian Arabians to provide the following service(s) during the year of 2020

Boarding only _____ Boarding and Training _____ Other: 30-day initial period

IV. FEE SCHEDULE

A. Performance Saddle Training Fee: \$35 - \$38 day, which includes feed, performance training program, grooming, stall, paddock, or pasture available. (Multiple horse rates apply)

B. Ground Training with Mike Perez – \$28 - \$30.00 a day (Multiple horse rates apply)

C. Board:

Horse: \$15.00/day pasture; \$18.50/day paddock, \$31 stall/turnout board.

Foal: \$4/day pasture or paddock from birth to 3 months - \$6 day at four months old & \$7 a day 5 months old and until weaned - once the foal is weaned it will be billed as a mature horse

GRASS HAY FEEDING IS \$2 A DAY MORE ON DAILY BOARD RATE

BOARD – TRAINING RATES APPLY IF OWNER HAS 2 OR MORE HORSES WITH VARIAN ARABIANS – SEE ANGELA FOR MORE INFORMATION ON THIS SERVICE.

D. Foaling: \$650.00

F. Other Charges:

1. Photographic/Video Preparation and handling fee: \$75.00 for each. (in hand halter/loose or under saddle shots. Photographer fee- depends on photographer

2. Body clipping: \$165.00

3. Seller's Agent Fee: 15% of sale price, payable at time of completed sale.

V. HEALTH STATUS UPON ARRIVAL

The horse shall be in a healthy, injury free and normal (breeding) condition, free from infectious, contagious or transmissible diseases. A current negative Coggins test (for out-of-state horses) and an up-to-date record of health, worming and immunizations must accompany Horse. If records are absent or not up to date, your horse will be vaccinated and wormed within 24 hours post-arrival at VA. VA does not warrant that any vaccinations will provide the anticipated immunity and shall not be responsible for its failure to do so. VA reserves the right to refuse Horse and/or Foal if not in satisfactory condition and/or health. However, acceptance of Horse will not in any way cause VA to become liable for condition or treatment of said horse.

CURRENT HEALTH RECORD

Please give dates of Horse's last annual booster, or all dates of series, if applicable

Influenza*	_____	Tetanus Toxoid*	_____	Rabies*	_____
Enceph*	_____	Rhino*	_____	Strangles*	_____
Booster Series	_____	West Nile Virus	_____		
Neg. Coggins	_____	Accession #	_____		
Date last wormed*	_____	Wormer Used	_____		
		Paste	_____	Frequency of deworming	_____

*The starred items are required for admission to VA. Any of the requirements not fulfilled will be performed immediately upon arrival - at owner's expense.

- To your knowledge, has your Horse ever had an allergic reaction to:
 vaccination _____; de-worming _____; antibiotics _____; other _____
 If so, please explain (include dates and drugs used in treatment) _____

- Your Horse and/or foal will be included in our hoof-care program; i.e. trimming all around every 8 weeks for horse and every 4-6 weeks for Foal. Indicate the most recent date of your farrier's services for your:
 Horse: _____ Foal: _____. The cost of farrier services is \$48.00 for trim
- Describe your Horse's attitude (i.e. aggressive, submissive):
 In the field with other horses _____
 With humans _____
 Toward other horses with a new foal at her side _____
- Does your Horse stand tied? _____
- Is your Horse hard to catch when turned out? _____
- Does (s)he have any "vices"? cribbing _____ weaving _____ pawing _____ kicking _____
 other: _____
- Is (s)he accustomed to being kept in a stall? _____
- Has your Horse ever colicked? _____ If so, please give date(s) _____
 Frequency _____ Causes _____
 Treatment and medications used _____
- Has your Horse ever been, or is she now, under treatment for laminitis or founder? _____

If so, describe the treatment, medication and feeding program: _____

Were X-rays taken? _____ Does the Horse require special shoes? _____ If so, what kind? _____

- Is your Horse currently on ANY medications? If so, what kind and for what reason? _____
- List name, address & phone # of attending veterinarian for the above conditions (if different from the veterinarian listed earlier)

Attending Veterinarian: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

VI. FOR MARES COMIING TO VA TO FOAL (BOARDING)

- Please indicate last breeding date: _____ due to foal: _____
 Name of stallion to whom mare is in foal _____
 Has the mare been under lights? _____ Date lighting began: _____
- Has she received any of the following medications this year?
 Regumate: _____ GnRH: _____ HCG: _____ Prostaglandins: _____
 Other (list dates & dosages): _____
- Has the mare been sutured (Caslicked)? _____
- Has the mare ever aborted? _____ At approximately how many days? _____ year(s) _____
 List cause(s) if known _____
- Has the mare been shown or been in other stressful competition within the last six months? _____
- To your knowledge, has she ever been treated with corticosteroids or anabolic steroids? _____
 If so, list dates and types: _____
- Has the mare ever sustained a vaginal injury during breeding or foaling? _____ (if yes, give date(s) & type(s) of injury(ies): _____
- Do you consider this mare a "problem mare"? Yes: _____ No: _____
 Why: _____

VII. DURATION OF HORSE'S STAY AT VA

VIII. PAYMENT AGREEMENT

Client agrees to pay any and all VA invoices for board and care specified in this contract upon receipt. Client must provide VA with a credit/check card to guarantee their financial obligations with VA. If a client does not pay a statement in full within 30 days from the date of said statement, it is understood by and between the parties hereto that VA necessarily suffers damage as a result of such non-payment, particularly since VA is obligated to pay its suppliers, staff and contractors regardless of non-payment by the client. It is therefore agreed that VA shall each month charge, and the client shall be obligated to pay, the amount of \$10.00 per day on any unpaid balance outstanding on a statement for more than 30 days as liquidated damages, and not as a penalty or interest on the unpaid balance. The foregoing shall not be considered an extension of credit or an agreement for the forbearance of any amounts due to VA. Clients whose payments are in excess of 30 days past due shall also be in breach of contract, and VA reserves the right to charge Client's credit/check card without notice for any outstanding amounts in order to bring the account current. Upon said breach of contract by Client, VA shall cease all further services, and retain all funds received to date as liquidated damages. Said damages can include costs of collection, bookkeeping, lost interest, and such other damages. _____ Initials

IX. RELEASE OF LIABILITY

Client fully understands, authorizes and assumes the special risks inherent in conditioning, breeding, and transporting horses and acknowledges that mortality and other insurance is solely Client's responsibility. All implied warranties, including fitness, marketability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee paid for the service complained of. Client agrees to indemnify and hold VA harmless from any claim by a buyer of the horse and agrees to pay all expenses and attorney's fees incurred by VA's defending such claims. VA and its subsidiaries, affiliates, agents, servants and employees shall not be liable for any sickness, disease, estray, theft, death or injury that may be suffered by the Horse while in VA's custody, nor for any other loss, damages or injury arising out of or connected with breeding, boarding, conditioning, training or other services pursuant to this Contract, except as required by law. VA shall also not be liable for any personal injury or disability which the client or his agents, representatives or family may receive while on VA's premises, except as required by law. Upon commencement of loading of the horse for shipment from VA, Client assumes all responsibility and releases VA from any responsibility or liability for the horse's health, soundness, breeding condition, transportation or care while in transit from VA to Client.

With regard to any horse to be transported by VA outside of VA's premises, client fully understands and acknowledges the substantial risks inherent in both the transportation of client's horse(s) and stabling thereof at outside facilities, and client fully understands and acknowledges that VA shall have no responsibility to carry client's horses on any public liability, accidental injury, theft or equine mortality insurance policy, whether on or off of the premises of VA, and insurance coverage for horses transported outside of VA's premises shall be the sole responsibility of client. All risks connected with the transportation & stabling of client's horse(s) shall be solely those of the client from the time client's horse leaves the premises of VA until said horse is returned. Client agrees to indemnify and hold VA harmless from any claim brought as a result of the transportation and stabling of the client's horse(s) and agrees to pay all expenses and attorney's fees incurred by VA in defending such claims.

X. STANDARD OF CARE

VA will exercise judgement consistent with ordinary standards of care and supervision of Horse and/or foal. VA's veterinarian will examine Horse, and in the event of illness or injury, VA will attempt to contact Client, but in any event, VA is authorized to obtain any extreme emergency veterinary care at Client's expense. VA's veterinarian will administer medical care as deemed necessary for the health and safety of said Horse. Client will pay VA any health care, farrier and veterinary expenses incurred while Horse is at VA. Client grants VA full discretion in securing veterinary or farrier services as necessary and will hold VA harmless for results of the services. In the event of an injury, Client will be notified immediately, and as a result, the boarding charges will change to paddock board until the Horse is returned to the pasture.

XI. RELEASE OF HORSE

Client agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, farrier work and all other fees, charges and expenses pursuant to this contract shall be paid prior to VA's release of the Horse. Client also agrees to pay any and all outside veterinarian/farrier charges prior to removing Horse from VA.

XII. COMMISSION

VA is not required to put Client's Horse in a VA sale activity. Should said Horse being boarded and/or trained at VA be sold while in the care and custody of VA, it is agreed between the parties that a commission of 15% will be paid to VA from the proceeds of said sale. Said commission is to be paid to VA at the time of purchase. VA is not responsible for buyer's default and there is no guarantee on the part of VA of sale of said Horse, regardless of price or length of Horse's stay with VA.

XIII. LIEN

Client grants VA a lien upon and security interest in the Horse, any foal in utero or any foal produced by a breeding at VA to secure all obligations and amounts due under this or any contract with VA or any of its affiliates. VA may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it believes the horse(s) to be kept, or where, the Client resides, and when so filed the copy shall be effective as a financing statement as well as the Security agreement. If, at any time, Client's balance is unpaid

for thirty (30) days, or Client is otherwise in default of this or any other contract with VA or any of its affiliates, VA may foreclose its interest in the Horse. Ten (10) days notice shall be deemed reasonable notice of any foreclosure sale.

XIV. BREACH OF CONTRACT

Should one party breach this Contract, that party shall be responsible for all attorney's fees and their expenses related to such breach.

XV. ACCEPTANCE

This Contract is not effective until approved and executed by VA, which reserves the right to reject any Horse at its sole discretion and to return any unruly horse at Client's expense.

XVI. VENUE

This Contract is governed by and shall be construed under the laws of the State of California and venue shall be in the County of San Luis Obispo. This Contract shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. This Contract is made, entered into and is to be performed in Arroyo Grande, California and is effective the date shown above. A copy of this fully executed agreement is available to Client upon request.

Client signature

Varian Arabians (agent)

Date

Date

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