



FITZPATRICK PERFORMANCE HORSES
 AT CUTTER RIDGE RANCH, LLC
 1350 HIGHWAY 88
 MINDEN, NV 89423
 (775) 721-3855

STANDARD SERVICE AGREEMENT

1. PARTIES. This agreement is made this _____ day of _____, 20____ by and between Bridget E. Fitzpatrick DBA: Fitzpatrick Performance Horses (Hereinafter Fitzpatrick Performance Horses), and:

Name (Hereinafter "Customer") _____ SS# _____

Billing Address _____

City _____ State _____ Zip Code _____

Residence Phone _____ Fax _____ Business Phone _____

Email _____

2. HORSE. This agreement relates to the horse referenced below (hereafter "Horse"). Customer agrees to immediately provide Fitzpatrick Performance Horses with a copy of Horse's registration and horse show records. **IF MORE THAN ONE HORSE WILL BE UNDER THE CARE OF FITZPATRICK PERFORMANCE HORSES, 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 No _____ 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 the registration/

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

In case of emergency, call _____ Phone _____

4. SERVICES AND PROGRAMS. Customer hereby contracts with Fitzpatrick Performance Horses for the following program(s) and services as further described and defined in the Fitzpatrick Performance Horses list and Show Information and Fee Packet. Mark applicable program or programs and services.

- Show performance training & board w/grain \$ 1100.00
- Sales conditioning program & board w/grain \$ 910.00
- Stall Board (no grain) \$ 580.00
- Pasture Board only (Summer- no feed) \$ 305.00
- Pasture Board Only (Winter, w/feed, or Year Round Dry Lot)
- \$ 355.00
- Rehabilitation Program & board w/ grain \$ 1100.00
- Evaluation \$ 25/ ride
- Individual Schooling \$ 25.00/ride
- Grain (1 x day) \$ 30.00/mo

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**Grain is priced at \$30 per month. Customer will supply additional vitamins or supplements. Additional grain costs may be charged if more than 1 lb/day is required.*

Customer agrees that such services and programs shall be provided by Fitzpatrick Performance Horses according to the terms and conditions as set forth in this Agreement and in the Fitzpatrick Performance Horses Service list and Show Information and Fee Packet, plus additional expenses described below as may apply. Customer agrees that Fitzpatrick Performance Horses, 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 Fitzpatrick Performance Horses Service list or Show Information and Fee Packet with thirty (30) days notice to Customer and Customer shall be liable for payment of such expenses as increased or modified.

5. TRAINING FEES. Customer shall pay Fitzpatrick Performance Horses for each day horse is trained by Fitzpatrick Performance Horses at a daily rate set forth in the Fitzpatrick Performance Horses Service list and Show Information and Fee Packet or at the rate which, Fitzpatrick Performance Horses in its sole discretion, may from time to time hereafter set. Notwithstanding the foregoing, should Horse require special care for medical or rehabilitation reasons, Customer agrees to pay Fitzpatrick Performance Horses its standard rate for special services.

6. MISCELLANEOUS SERVICES, FEES, AND EXPENSES. Customer shall pay all miscellaneous fees and expenses as set forth in the Fitzpatrick Performance Horses Service list and Show Information and Fee Packet and as may be increased or modified hereafter by Fitzpatrick Performance Horses together with all amounts necessary to reimburse Fitzpatrick Performance Horses for services provided and expenses incurred on behalf of Customer and Horse. Customer shall also pay or reimburse Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses, 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 for delivery to Fitzpatrick Performance Horses in connection with this Agreement. If Fitzpatrick Performance Horses has to arrange for such transportation, Customer Agrees to pay Fitzpatrick Performance Horses a transportation arrangement fee of \$40 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 Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses. 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 Fitzpatrick Performance Horses damages if Customer fails to pay promptly. Therefore, if any such amounts are not paid for in full on or within thirty (30) days of the date shown on the statement, Customer agrees that Fitzpatrick Performance Horses shall be entitled to charge as liquidated damages on 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 Fitzpatrick Performance Horses at the address set forth above. **Accounts are due in full by no later than the 5th of each month.** If accounts are not paid in full by the fifth of each month, customer may receive late fees. Accounts over 30 days past due are subject to a lien. Customer must give 30 days written notice for departure from Fitzpatrick Performance Horses. Customer is financially responsible for services from FPH for 30 days after written notice is received. Horses will only be released from Fitzpatrick Performance Horses when account is paid in full. **(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 Fitzpatrick Performance Horses. In addition to the foregoing, Customer hereby grants Fitzpatrick Performance Horses 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 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 obligations under this Agreement, Fitzpatrick

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Performance Horses, at its option, may declare and exercise all rights in the Horse as a result of this Agreement allowed by this Agreement.

11. HEALTH REQUIREMENT, VACCINATIONS, AND VETERINARY CARE.

- A. Customer warrants that horse is free from all contagious diseases upon delivery to Fitzpatrick Performance Horses.
- B. On or prior to arrival of Horse at, Fitzpatrick Performance Horses Customer shall have 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, testnus toxoid, West Nile, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative coggins test.
- C. Customer shall provide to Fitzpatrick Performance Horses 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 Horse arrive at Fitzpatrick Performance Horses without such vaccinations and coggins test as required above, Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses.
- E. Customer hereby authorizes Fitzpatrick Performance Horses to provide or arrange for, at Customer's sole expense, all veterinarian services or treatments to Horse that Fitzpatrick Performance Horses believes to be necessary.
- F. If at any time while Horse is at Fitzpatrick Performance Horses, it is determined by Fitzpatrick Performance Horses, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from Fitzpatrick Performance Horses, Fitzpatrick Performance Horses shall give customer notice of such condition and shall have the right to have Horse removed from Fitzpatrick Performance Horses immediately at Customer's sole expense.
- G. Fitzpatrick Performance Horses shall have the right to require that Horse receive, at Customer's sole expense, a veterinarians certificate of health and negative coggins test prior to Horse's release from Fitzpatrick Performance Horses or prior to departure for competitions out of state.

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

- A. Customer shall provide Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses with written authorization to release Horse to any third party transporter and Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses during the time Horse is under the care of Fitzpatrick Performance Horses 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 FITZPATRICK PERFORMANCE HORSES RIGHT TO ENGAGE IN CONFLICTING ACTIVITIES. Customer agrees that Fitzpatrick Performance Horses, in its sole discretion, shall have the right to decide 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 Fitzpatrick Performance Horses and its trainers shall not be committed to show the Horse in any particular show or class unless Fitzpatrick Performance Horses agrees in writing to show the Horse at such show or class Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses may not be liable to Customer for any claims or expense in the event of such timely notice of cancellation. Customer acknowledges that Fitzpatrick Performance Horses shall engage in activities that may directly conflict with Customer's interest with regards to the Horse, including the owning, training, and showing of other horses which compete or could compete with Horse. Customer acknowledges that Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses 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 to take any other action with respect to such 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 Fitzpatrick Performance Horses, 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 Fitzpatrick Performance Horses a certificate of insurance evidencing that insurance requirement has been satisfied and with

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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 coverage available.

15.SALES COMMISSION AND FITZPATRICK PERFORMANCE HORSES RIGHT TO SERVE AS A JOINT AGENT.

If (i) Customer has placed Horse in any of Fitzpatrick Performance Horses training or care programs, and Horse is sold; (ii) Horse is sold as a result of activities of Fitzpatrick Performance Horses or any of its employees, or (iii) Horse is otherwise sold to a person or entity for which Fitzpatrick Performance Horses or any of its employees is the procuring cause, then Customer shall pay Fitzpatrick Performance Horses 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 Fitzpatrick Performance Horses and any of its employees may serve as both an agent for Customer for the purchaser of the Horse and Customer hereby knowingly and freely 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 Fitzpatrick Performance Horses (for any reason) and is sold by the Owner/Customer within forty-five (45) days of departing, Fitzpatrick Performance Horses 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 FITZPATRICK PERFORMANCE HORSES 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 Bridget E. Fitzpatrick, DBA Fitzpatrick Performance Horses, 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 in the care of Bridget E. Fitzpatrick, DBA: Fitzpatrick Performance Horses, 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 Bridget E. Fitzpatrick, DBA: Fitzpatrick Performance Horses, 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, arbitration's, 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 Bridget E. Fitzpatrick, DBA Fitzpatrick Performance Horses, her/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. Bridget E. Fitzpatrick, DBA: Fitzpatrick Performance Horses, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them shall have the right to select his/her own counsel to defend any claim within the scope of this Section at Customer's expense. In recognition that the services of Fitzpatrick Performance Horses 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 hosting operations of Bridget E. Fitzpatrick, DBA: Fitzpatrick Performance Horses, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them, from and against any of the incidents specified in sub-paragraphs (i) through (ii) above, and to defend 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 Washoe County, Nevada 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 to 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 Nevada 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 Fitzpatrick Performance Horses to enforce any

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of the provisions of this Agreement shall not be constructed as a waiver of such provision or of the right of Fitzpatrick Performance Horses thereafter to enforce such provisions.

19.NOTICE. In the event any notice is to be given under the terms of this Agreement, such notice shall be in writing, and may be personally delivered or sent by certified mail, return receipt requested, to the address 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.ACKNOWLEDGEMENT AND CONSENT OF PAYMENT COMMISSION. Customer hereby acknowledges and consents to the payment by Fitzpatrick Performance Horses of a commission to other persons or agents for her/his/its services as Fitzpatrick Performance Horses 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, 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 Fitzpatrick Performance Horses engages the services of an attorney to enforce any provision of this Agreement, and Fitzpatrick Performance Horses is successful in so enforcing this Agreement, Customer shall pay Fitzpatrick Performance Horses the reasonable attorney's fees and expenses incurred by Fitzpatrick Performance Horses 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, construed, and enforced in accordance with the laws of the State of Nevada. The parties hereto further agree that any action brought to enforce any right or obligation under this agreement shall be subject to the exclusive jurisdiction of the Ninth Judicial District Court, Douglas County, NV.

25. SUCCESSORS AND ASSIGNS. This agreement shall in 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 Fitzpatrick Performance Horses.

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

Fitzpatrick Performance Horses (print name) Bridget Fitzpatrick
Customer (print name) _____

Signature _____ Signature _____

Title Owner/ CEO/ Trainer, Fitzpatrick Performance Horses Signature _____

Date Valid 1/29/07 Date _____

ENDING NOTES. Please return a signed contract or copy to: **Fitzpatrick Performance Horses**, 1305 Highway 88 Suite C, Minden, NV 89423. Please include copies of Horse's registration papers and current copies of AHA and USEF cards. Training and/or showing will not occur until contract has been returned and completed.