



tetanus, rabies, influenza, rhino, Potomac horse fever, and encephalomyelitis, and will be kept so by Client while under TPH's care. TPH will attend to ordering the anthelmintic and immunization care, for which Client will be billed, and shall pay. TPH will require a vet health certificate, deworming and immunization report, and a negative Coggins test.

**6. FEES/COMMISSION.** A copy of TPH's most current Fee Schedule has been or will be presented to the Client and by this reference herein is incorporated. TPH reserves the right to change or alter the services and charges upon thirty (30) day notice to the Client. **Any horses sold while under TPH's care will pay a fifteen (15%) percent sales commission.**

**7. BILLING** TPH will provide monthly billing statements to the person indicated in Section 1, specifying all charges for the month and Client agrees to pay billings as they are received. Monthly charges are due within ten (10) days of the statement date. A late charge of twenty-five dollars (\$25.00) will be assessed for payments not received ten (10) days after the statement date and on a returned checks.

**8. DELINQUENCY IN PAYMENT** In the event of delinquency in the payment of any charges under this agreement, in addition to any other remedies available to TPH, in law or in equity, including the right to terminate this Agreement, TPH may charge Client interest at the rate of one (1%) percent per month on any balance which is delinquent by more than thirty (30) days. In addition, if charges are not timely paid, TPH shall have a lien on the horse in the amount of the unpaid charges, and be entitled to sell the horse. In the event the foreclosure proceedings do not secure a price sufficient to pay all costs and charges, the Client shall be liable for the difference. In the event that TPH acquires the service of an attorney for the collection of outstanding charges or any other breach of the Agreement, Client expressly agrees to pay the costs and attorney's fees incurred as a result thereof

**9. FARRIER, VETERINARY AND OTHER MEDICAL SERVICES.** Client will pay all costs and charges of farriers, veterinarians and other medical services that may be incurred for the horse indicated in Section 3 while in TPH's care or in transport, whether or not the services were incurred at the direction of TPH, as agent for the Client. If for any reason TPH should pay for such services, the Client shall immediately reimburse TPH. In the event that the horse shall, in the judgment of TPH or it's staff- require the services of a veterinarian, TPH is hereby authorized, as agent for the Client, to call any veterinarian of TPH's choice, which Client will pay, or reimburse TPH therefore. In the event that veterinary treatment is obtained for Client's horse, TPH shall not be responsible for any consequences of any such aid or treatment or lack thereof. TPH, as Client's agent shall cause that horse to be kept current in worming and immunization and cause the horse's hoofs to be trimmed and/or shod on a regular basis for which the client will be billed directly by the farrier or veterinarian, but, provided should TPH pay such bill, the Client immediately will reimburse TPH.

**10. MORTALITY AND MEDICAL INSURANCE.** Client fully understands that risks of injury to the horse or loss of property are connected with training, conditioning, storage of personal property., etc., and such risks are to be borne by the Client and if the client desires any insurance coverage For such risks, including, but not limited to: major medical; surgical; or, mortality, it is the responsibility of the Client to acquire such insurance. Client waives its insurers right of sublitigation against TPH.

**11. Limitation of Liability and Indemnification.** Customer acknowledges that the care, training, transportation and showing of horses involves an inherent risk of injury, disease and death to both the horses and people participating in these activities. TPH 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 TPH, its Affiliates, Representatives, Officers, Directors, Agents, Contractors, and employees (hereby collectively called Tracy Performance Horses) 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. In no event shall customer's remedy exceed the amount paid for the service complained of TPH 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 TPH 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 TPH for any loss covered by this paragraph.

**12. PERSONAL PROPERTY.** TPH is not responsible for lost or stolen items .

**13. REMOVAL OF HORSE.** Client shall make arrangements with TPH prior to the horse's removal from TPH's care. Client shall have paid all charges owing under this Agreement before the horse may be removed Client is responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining necessary blood tests, vaccinations, and health certificates.

**14. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon

**15. SUCCESSORS.** This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

**16. ATTORNEY'S FEES.** The prevailing party shall be entitled to an award of attorney's fees by a Court in any proceeding to enforce or defend their respective rights under this Agreement.

**17. TERMINATION.** Either party shall have the right to (Terminate this Agreement, without cause, by giving at least thirty (30) days written notice to the other. Provided,, however, TPH may terminate this Agreement in the exercise of its reasonable judgment for failure of the Client to follow the terms of this Agreement.

**18. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof There are no other representations, agreements, arrangements or understandings; oral or written, between the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

**Tracy Performance Horses**

Owner/Operator: \_\_\_\_\_ Date: \_\_\_\_\_

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