



# Performance Plus Arabians LLC

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## Horse Service Agreement

### Horse Information

Service Requested: Stall Board  Training  Special Feeding  Misc

Name \_\_\_\_\_ Registration # \_\_\_\_\_

Breed/Sex/Date of Birth \_\_\_\_\_

Color/Markings \_\_\_\_\_

Blemishes or Irregular Habits \_\_\_\_\_

Insurance Co \_\_\_\_\_ Phone \_\_\_\_\_

### Health Information:

Vaccination History	Date	Deworming Dates
E & W Encephalomyelitis	_____	_____
Tetanus	_____	_____
Flu/Rhino	_____	_____
Strangles	_____	_____
West Nile	_____	_____
Potomac Horse Fever	_____	_____
Rabies	_____	_____
Negative Coggins	Date & #	Lab
_____	_____	_____

Special Instructions \_\_\_\_\_

### Client Information

Name \_\_\_\_\_ Phone \_\_\_\_\_

Business Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Medical Insurance \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail Address \_\_\_\_\_

## BILLING

All board, training, lessons, and miscellaneous show charges are pre-billed for the following month. All training and board fees are a monthly fee. Training lessons, temporary training, temporary turn out, or any other miscellaneous charges will be on a post-billing process. Statements will be emailed around the 20th of each month and are due 10 days from the date of the invoice. **Board and training fees paid after the 10th of the month will be charged a \$25 late fee.** A 30-day notice is required for any horse leaving. Failure to give a 30-day notice will forfeit monthly prepayment. Invoices and statements past 30 days will be charged interest at 1.75% per month.

## WARRANTY

Client warrants that the horse is free from all communicable diseases upon arrival at PPA. Client shall submit a copy of the horse's health record including proof of a negative Coggins test.

## OUTSTANDING CHARGES

Client agrees to allow PPA to release their name and address to the Veterinarian, Farrier, and any other equine professional that they have given permission to service the horse while at PPA. Let it be understood in this agreement that all other charges are the sole responsibility of the client.

## RELEASE

A 30-day notice shall be required for any horse being removed from PPA. Upon receiving a 30-day notice, all bills must be paid in full to PPA prior to removing the horse from the PPA facility. Client shall make arrangements with PPA for the horse's release at least 48 hours in advance. Upon commencement of loading of the horse for shipment, client assumes full responsibility and releases PPA from any responsibility for liability for the horse's health, soundness, breeding condition, transportation, and care.

## LIMITATION OF LIABILITY AND INDEMNIFICATION

Performance Plus Arabians LLC, Performance Plus Farms LLC, Debra P McGuire, and staff shall not be liable for any sickness, disease, theft, death, or injury that may be suffered by the horse while in PPA's custody, not for any other loss, damage, or injury arising out of or connected with breeding, boarding, conditioning, training, lessons, or other services pursuant to this agreement. Client fully understands, authorizes and assumes the special risks inherent in boarding, conditioning, training, breeding, and transporting horses, and acknowledges that mortality and other insurance is solely the client's responsibility. Performance Plus Arabians LLC, Performance Plus Farms LLC, Debra P McGuire, and staff shall not be liable for any personal injury or disability which the following may suffer while on PPA's premises; the client or his agents, representatives, family, friends, visitors, or any minors or adults they may bring on PPA's premises. Client agrees to indemnify and hold Performance Plus Arabians LLC, Performance Plus Farms LLC, Debra P McGuire, and staff harmless from any claim related to loss, damages, illness, or injury and agrees to pay all expenses and attorney's fees incurred by PPA in defending such claims. **ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law.**

## NONASSIGNABILITY

Client may not assign any rights or delegate any duties under this contract without the consent of PPA.

## SUMMARY

I, the undersigned, have read and understand the fees as listed on the fee schedule, the services as written in PPA FEES AND SERVICES, and the rules as written in the PPA RULES. This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. The validity or unenforceability of any term or provision shall not affect the validity of the remainder. The contract shall be construed and governed by the laws of the State of South Dakota. If a lawsuit is filed with respect to this contract or PPA forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs. **Under South Dakota law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to SDCL #42-11-5.**

Date \_\_\_\_\_ Client's Signature \_\_\_\_\_