



*CR Equine Rehab & Fitness*

**Rehab/Fitness Service agreement**

This Rehabilitation service agreement (this Agreement) is made on the last day executed by the parties below by and between CR equine LLC and the owner identified below:

Owner\_\_\_\_\_

Authorized Agent \_\_\_\_\_

Owners Veterinarian\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Country\_\_\_\_\_

Zip Code\_\_\_\_\_ Phone Number \_\_\_\_\_

Email\_\_\_\_\_ Emergency Phone Number\_\_\_\_\_

In the event Owner designates an authorized agent above to act on behalf of owner, the Authorized agent represents and warrants that the authorized agent has provided this agreement to the owner and obtained owners express authorization to execute this argument on owners behalf and to bind owner to all representation, warranties, covenants and other

obligations of the owner in all respects under this agreement. Owner agrees to notify CR Equine LLC in writing of any changes in owners or authorized agents contact information.

Owner agrees to notify CR Equine LLC in writing of any changes in owners contact information. Prior to owner departing for vacation or any other events that would render owner unavailable, Owner shall give CR EQUINE LLC contact information for the party authorized to make decisions in the owner's place with regard to the health, well-being, and/or medical treatment of the horse.

Notwithstanding the foregoing, in all cases the owner's Veterinarian shall be authorized to make decisions in the owners place with regard to the health, well-being, and/or medical treatment of the horse.

1. **HORSE** This Agreement pertains to owners horse, more specifically identified as:

Name: \_\_\_\_\_ (the horse)

Breed \_\_\_\_\_ o

age \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_

Arrival Date \_\_\_\_\_ Estimated Departure Date \_\_\_\_\_

Insurance Company \_\_\_\_\_ Phone number \_\_\_\_\_

Ploicy number \_\_\_\_\_

Unsoundness/Medical History \_\_\_\_\_

Recent Surgeries & medications \_\_\_\_\_

Known Allergies \_\_\_\_\_

Feeding instructions \_\_\_\_\_

Has the horse had any fevers, nasal discharge, cough or other health concerns in the past 30 days? \_\_\_\_\_

Owner represents that owner owns the horse and/or has the right possession if the horse and has full authority to enter into this agreement. The terms and conditions set fourth herein shall be applicable to each and every horse cared for by CR Equine LLC, regardless of weather each horse is identified in this agreement or any other agreement.

2 **Fee and Term.** This agreement shall commence on the arrival date and continuing until the departure date set forth above(the term). CR Equine LLC shall invoice the owner for all fees incurred by owner in exchange for the services listed in **Schedule A (the fee schedule)**. The fee schedule is attached here to and incorporated here in as if fully set forth. CR Equine LLC shall deliver invoices to owner on a monthly or weekly basis, and owner agrees to timely pay each invoice in accordance with its terms. Owner's payment obligation shall survive the termination of this agreement. any late payments or returned checks are subject to additional fee of \$100 USD. Notwithstanding section 11, the fee schedule may be adjusted from time to time by CR Equine LLC on thirty (30) days notice to the owner.

In addition to the fee schedule, owner agrees to pay CR Equine LLC any fees incurred in connection with the services charged by third parties (third party fees) and all expenses related to the necessary shoeing, worming, veterinary care, additional feed, supplements or medications required for the horses and equipment that the horse needs that is uncommon to other horses or is custom fitted (expenses). Third Party fees and expenses shall be itemized and billed to the owner in each invoice, as applicable.

3 **FEED, FACILITIES AND STANDARD OF CARE PROVIDED.** CR Equine LLC agrees to provide normal and reasonable facilities, care and feed required to maintain the health and well-being of the horse. CR Equine LLC reserves the right to notify owner if the horse, in CR Equine LLC opinion, is deemed to be dangerous or undesirable for CR Equine LLC establishment. in such case, owner shall be solely responsible for removing the horse immediately upon receipt of such notice and for payment of all fees incurred during the horses presence at the facility.

Notwithstanding anything in the Agreement to the contract, Own acknowledges and agrees that neither CR Equine LLC nor any of its representatives or agents will provide a diagnosis of any of the Horse's medical conditions, ailment, or injuries. Additionally, Owner acknowledges and agrees that CR Equine LLC does not make any guaranty as to the outcome of any rehabilitation or other program provided to or for the Horse during the Term. Owner acknowledges that Owner has inspected the facilities and finds them in safe and proper order.

4. **VACCINATIONS.** Owner warrants that the Horse is free of all communicable diseases upon delivery to CR Equine LLC. On or prior to arrival, Owner shall provide a record of the Horse's current vaccinations, a negative Coggins test performed within six (6) months prior to arrival, and the Horse's hauling card. If the Horse arrives without any required records, CR Equine LLC may elect to decline acceptance of the Horse or provide the vaccinations and tests at Owner's expense. If at anytime Owner fails to keep the Horse current on vaccinations, CR Equine LLC may have the required vaccinations performed at owner's expense.

5. **VETERINARY POWER OF ATTORNEY.** CR Equine LLC agrees to employ reasonable attempts to contact Owner or Owner's Veterinarian in the event of the Horse's medical emergency. If CR Equine LLC is unable to contact Owner or Owner's Veterinarian, and if emergency care

appears warranted in the reasonable opinion of CR Equine LLC, then Owner agrees that CR Equine LLC shall have the absolute discretion to order any routine and/or emergency veterinary and/or blacksmith care deemed reasonably necessary for the health and well-being of the Horse (including euthanasia if recommended by a veterinarian) or the other horses in CR Equine LLC care (including quarantine if recommended by a veterinarian). CR Equine LLC assumes that Owner desires surgical care for the Horse, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless CR Equine LLC is expressly instructed in writing by Owner for any failure to obtain such care.

Owner shall be solely responsible for providing the Horse's insurer with any notice of illness or injury that may be required by any policy of insurance covering the Horse. If the veterinarian performing emergency care on the Horse will not bill Owner directly, Owner agrees that all costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof.

6. **INSURANCE**. Owner understands that it is Owner's sole responsibility to insure the Horse. Owner agrees to provide CR Equine LLC with all insurance information and policies on the Horse, as well as the insurance company's notice procedure in case of medical emergency. Owner's failure to provide said notice may defeat Owner's potential claims. If Owner elects not to insure the horse, Owner fully understands the CR Equine LLC does not carry insurance on any horse for any purpose, that the Horse is not covered under any public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with rehabilitation services or for any other reason for which the Horse is in the possession of and on the premises of CR Equine LLC, are to be borne by Owner.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION**.

**OWNER AGREES TO HOLD HARMLESS AND RELEASE CR Equine LLC AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL LOSS, DAMAGE OR LEGAL LIABILITY ARISING FROM ANY FAULT OR NEGLIGENCE OF CR Equine LLC AND/OR CR Equine LLC SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS, AND EMPLOYEES. OWNER AGREES IT WILL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION AGAINST CR Equine LLC AND/OR ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES RELATED TO SAME. FURTHER, CR Equine LLC SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH, OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN CR Equine LLC'S CUSTODY, NOR FOR ANY OTHER LOSS, DAMAGES, OR INJURY ARISING OUT OF OR CONNECTED WITH REHABILITATION OR OTHER SERVICES PURSUANT TO THIS AGREEMENT. CR Equine LLC SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR DISABILITY WHICH OWNER, AND THEIR AGENTS, REPRESENTATIVES, FAMILY OR GUESTS MAY RECEIVE WHILE ON THE PREMISES. OWNER AGREES TO INDEMNIFY AND HOLD CR Equine LLC HARMLESS FROM ANY CLAIM RELATED TO DAMAGES, ILLNESS, OR INJURY WHATSOEVER CAUSED BY THE HORSE,**

OR FROM ANY CLAIM BY OWNER, OR HIS/HER AGENTS, REPRESENTATIVES, FAMILY, OR GUESTS ARISING FROM THEIR PRESENCE ON THE PREMISES, AND AGREES TO PAY ALL EXPENSES AND REASONABLE ATTORNEYS FEES INCURRED BY CR Equine LLC IN DEFENDING AGAINST ANY SUCH CLAIMS. OWNER ACKNOWLEDGES THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELFARE AND RELEASES CR Equine LLC, AND ANY OTHER EQUINE OWNER OR AGENT, FROM LIABILITY UNLESS CR Equine LLC IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON, OR INTENTIONAL ACTS OR OMISSIONS. OWNER ALSO ACKNOWLEDGES THAT OWNER EXECUTES THIS AGREEMENT ON BEHALF OF OWNER, AS WELLAS ALL OF OWNER'S CHILDREN, FAMILY MEMEBERS AND GUESTS. CR Equine LLC SHALL NOT BE RESPONSIBLE FOR THEFT, LOSS, DAMAGE OR DISAPPEARANCE OF ANY TACK OR EQUIPMENT, OR OTHER PROPERTY STORED ON THE PREMISES, AS SAME IS STORED AT OWNER'S RISK.

8. **DEFAULT/TERMINATION**. Should Owner become delinquent in fee payment, or other wise breach any element of this Agreement, or violate any rule of CR Equine LLC, and such actions continue uncured for ten (10) days after Owner receives notice thereof, this Agreement shall be terminated by CR Equine LLC at CR Equine LLC's sole option, and Owner must remove the Horse within ten (10) days' receipt of notice of termination of this Agreement by CR Equine LLC. Owner and CR Equine LLC agree that fifteen (15) days' written notice shall be given to the other party prior to the termination of this Agreement.

9. **RELEASE**. Owner shall make arrangements with CR Equine LLC for the Horse's release at least forty-eight (48) hours in advance of said release. Owner is solely responsible for determining whether the Horse is sufficiently healthy to be moved, and for the obtaining any necessary blood test, vaccinations, hauling cards, and health certificates. Owner assumes full responsibility for, and releases CR Equine LLC from, any responsibility or liability for the Horse's health, soundness, breeding condition, transportation, and care. Should Owner desire that CR Equine LLC release the Horse to ay third party, Owner must provide to CR Equine LLC his or her detailed written consent and instructions for such release before CR Equine LLC will give possession of the Horse to the third party. All amounts dur to CR Equine LLC (and all service providers) from Owner Must be paid prior to Owner's removal of the Horse from CR Equine LLC.

10. **RIGHTS OF LIEN**. CR Equine LLC has the right of lien as set forth by the laws of the State of California, for the amount due for the board and upkeep of he Horse, and for any services provided by CR Equine to the Horse. CR Equine shall have the right without process of law, to retain the Horse and other property until the amount of said indebtedness is discharged. CR Equine LLC also has the right to demand all indebtedness be paid in cash, cahier's check, or money order. CR Equine will not be obligated to retain and/or maintain the Horse in question l the event the amount of the bill exceeds the anticipated unregistered value of the Horse. In the event CR Equine LLC exercises its lien rights for non-payment, as above-described, this

Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said Horse upon affidavit to CR Equine LLC representative setting forth the material facts of the default and foreclosure, as well as CR Equine LLC's compliance with foreclosure procedures as required by law. In the event collection of this account is handled by an attorney, Owner agrees to pay all attorneys' fees, costs and other related expenses.

11. **MERGER, ENTIRE AGREEMENT, AND SEVERABILITY.** This Agreement contains the entire understanding of the parties concerning it subject matter and there are no oral or written promise of representations upon which Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by Owner and CR Equine. Headings used herein are for convenience only and are not part of the Agreement. The invalidity of unenforceability of any term of the Agreement shall not affect the validity and enforceability of any other term.

12. **WAIVER.** The rights and remedies of the parties here under are cumulative and not alternative. Neither any failure nor any delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power of privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

13. **APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES, LIMITATIONS.** This Agreement shall be construed and governed by the laws of the State of California. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in Tulare County, California. In any dispute arising in any manner out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including pre-litigation investigation and preparation. Any action for claims brought against CR Equine LLC related to the Agreement or any loss due to negligence, must be brought within one (1) year of the date such loss occurs.

14. **SPECIAL INSTRUCTIONS TO CR Equine LLC.** Include any known vices of the Horse, and identify what special care, if any, is required by Horse: Vices:

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Special Care: \_\_\_\_\_

Note: Special care may increase the fee charged and must be approved by CR Equine LLC in advance of the Arrival Date.

15. **PHOTOGRAPHY/MEDIA RELEASE.** Owner hereby grants CR Equine LLC to take photographs, digital images, videotape, and/or audio recordings of the Horse, the Owner or the Authorized Agent (the "Media") for business use, including promotional, informational or

educational purposes. Owner agrees that CR Equine LLC may identify Owner, the Authorized Agent or the Horse in connection therewith, Owner agrees that CR Equine LLC may identify Owner, the Authorized Agent or the Horse in connection therewith. Owner agrees that CR Equine LLC may use the Media without compensation to the Owner. All Media shall be the property of CR Equine LLC.

**\*\*\*\*\*PLEASE NOTE HORSES MAY LOSE SHOES IN AQUA TREAD AND SPA SHOES WILL HAVE TO BE PUT BACK ON AT OWNERS EXPENSE\*\*\*\*\***

#### SIGNER STATEMENT OR AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNTERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

OWNER:

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Signature

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Printed Name

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Position

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Date

CR Equine LLC

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Signature

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Printed Name

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Position

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