



[ ] or has purchased the Horse on an installment contract with final payment due on \_\_\_\_\_ and title and registration are currently held by:

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

\*If Client does not own 100% of the Horse, the names, addresses and phone numbers of all owners of the horse are:

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone \_\_\_\_\_.

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone \_\_\_\_\_.

**4. INSURANCE.** Is the Horse insured? \_\_\_\_ Yes \_\_\_\_ No If yes,

Company \_\_\_\_\_ Policy # \_\_\_\_\_ Phone \_\_\_\_\_.

Client acknowledges that FF is not obligated to carry any insurance coving the Horse and that Client is to obtain, at Clients sole cost, all insurance coverage of and concerning the Horse in amounts that Client deems appropriate, but is not obligated to obtain any such insurance. All insurance obtained by Client regarding or concerning the Horse shall contain a waiver by the insurer(s) of any right of subrogation against FF and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors, and agents. Client releases FF from all liability, damages or injuries regarding or in connection with any information given or not given to Client’s insurers by FF including but not limited to notifying Client’s insurer(s) or obtaining insurer (s) consent for surgical or other health related services rendered or to be rendered to the horse, which shall remain Client’s responsibility.

**5. SERVICE PROGRAM.** Client agrees to pay FF for all board and services rendered by FF to the Horse in accordance with the FF Fee Schedule which Client acknowledges receiving. Client further agrees to pay FF for all other services rendered by FF, and all other costs and expenses FF incurs or expends in connection with the Horse in FF’s sole discretion. Client shall be responsible for all of the foregoing fees, costs and expenses’ beginning with the Horse’s arrival at FF until the Horse is released by FF to Client. Client agrees to any all such fees, costs and expenses before the Horse is released by FF to Client. Client agrees that FF shall be entitled to retain possession of the Horse until all such fees, costs and expenses are paid. Client agrees that none of FF’s fees, costs and expenses under this Agreement is subject to any set-off or counter claim. Client hereby contracts for the FF [\_\_\_\_] training or [\_\_\_\_] board services to be rendered at Freewill Farm for a base fee of \$ \_\_\_\_\_ per day or \$ \_\_\_\_\_ per day with foal.

Client Initial \_\_\_\_\_ Date \_\_\_\_\_



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**6. VETERINARY CARE.** Veterinary care will be provided to the Horse by FF as decided in FF's sole judgment, including but not limited to emergency treatment or surgery without notice to Client. Without limiting the generality of the forgoing, FF shall be entitled, without liability to Client, to vaccinate or test the Mare or to take any actions to comply with health requirements or advice of any governmental body, office or agency. Client shall pay for all veterinary care provided the Horse by or on behalf of FF.

**7. VACCINATIONS AND TESTS.** Client warrants that the Horse will be free of all illness and diseases upon arrival at FF. On or prior to arrival at FF the Horse shall have current vaccination and Strangles, Equine influenza, Rhinopneumonitis, Tetanus, W. Nile and Sleeping Sickness and have tested negative for Coggins and Swamp Fever each performed within six (6) months or arrival at FF and Client shall provide records of such vaccinations and tests. If upon arrival at FF, the Horse is not fully vaccinated or tested or if the Horse's records do not reflect full vaccinations or testing, FF may at its sole discretion, not accept the Horse or provide such vaccinations and tests to the Horse at Client's expense.

**8. TRAINING AND SHOWING.** If the Horse is placed into training by FF, the Horse shall be worked, trained or shown by such FF personnel as chosen by FF in its sole judgment. FF may change the FF personnel working, training or showing the Horse from time to time or at any time. Where, when, and whom, against whom, and in what show or class the Horse shall be shown will be decided by FF in its sole judgment, after consultation with Client. Acceptance of the horse into training by FF does not obligate FF to show the Horse. FF disclaims any obligation to show the Horse in any particular show or any particular class. Client acknowledges that FF may have in its training program or owned by FF one or more horses who may compete against the Horse at horse shows or in the same class at horse shows. If the Client disagrees with any decision of FF regarding the training or showing of the Horse, the Client's sole remedy in such event is to withdraw the Horse from FF's training program, which Client agrees shall not terminate or alter Client's obligation to pay any fees, costs, expenses or other amounts already incurred pursuant to this Agreement.

## **9. LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION & LEGAL ACTION.**

**A.** Client hereby releases, discharges, waives, and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever the Client has, may have or hereafter have against FF and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors, agents, or successors and assigns, (hereinafter collectively the "Released") by, of or for any injury, accident, sickness, disease, estray, theft, or death or to the Horse or any of Client's horses wherever or however the same may occur, including, but not limited to any injury, accident, sickness, disease, estray, theft, or death by reason of or caused by, whether in whole or in part, any alleged negligent or grossly negligent act, omission or conduct, or alleged breach of contract, by or of the Released.

**B.** Client assumes all risks of loss and damage for any injury, sickness, disease, estray, theft, or death of and to the Horse or any Client's horses. Client further agrees that no bailment is established with respect to the Horse or any of the Client's horses and that in all actions, the Client shall have the burden of proof of establishing any claim, liability, damage or loss.

Client Initial \_\_\_\_\_ Date \_\_\_\_\_



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**C.** All special, incidental, and consequential damages, including, but not limited to lost income revenue or profits, are hereby excluded, disclaimed and shall not be awarded or recovered by the client. In no event shall client's remedies exceed the amount of the fee paid for the service complained of.

**D.** The Released shall also not be liable for any personal injury or disability which Client or Client's agents, representatives, employees, invitees or family may receive while on FF's premises, which risks and liability are hereby assumed by Client. Client agrees not to sue, or bring any other legal action against the Released in connection with any claim, liability, damage or loss which is released, discharged, waived, or relinquished by Client hereunder.

**E.** Client agrees to defend, indemnify and hold the Released, and each of them, harmless from any claim, liability, damage or losses caused or contributed by, whether in whole or part, the Horse or any of the Client's horses, including but not limited to, all expenses and attorney's fees incurred by the Released in defending all such claims. This defense, indemnity and hold harmless shall be required regardless of whether any liability, loss, cost, damage or expense is caused or contributed to in part by the Released or any of them. It is the intention of the parties here to this defense that indemnity and hold harmless does not require payment as a condition precedent to recovery by the Released or any of them.

**F.** As a condition precedent to any legal action by Client, Client shall notify FF in writing at least thirty (30) days in advance of initiating any legal action against the Released, of any of them, regarding or concerning, in whole or in part, the Horse, any of Client's horses, the Agreement of any other claim against the Released. Within twenty (20) days of receiving such notice, FF or any of the Released shall be entitled to require that any such action be resolved by submission to binding arbitration before the American Arbitration Association (AAA), with such arbitration to take place in Tarrant County, Texas. If FF or any of the Released, elects binding arbitration, both FF, the Released and Client to the fullest extent allowed by law waives trial by a jury or by a court.

**G.** Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against the Released regarding or concerning, in whole or in part, the Horse of the Client's horses, this Agreement or any other claim against the Released or any of them must be filed with a court competent subject matter jurisdiction in Tarrant County, Texas or the AAA (if FF or any of the Released so elects) no later than one-hundred and twenty (120) days from the date of the claimed loss or be forever barred. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorney's fees and costs, in addition to all other relief, through the including of any petition or appeals.

**10. ACCEPTANCE.** This Agreement must be signed by the Client and the General Manager of Freewill Farm at the time of or prior to arrival of the horse at Freewill Farm, or the horse will not be accepted.

**11. SALES COMMISSION.** In the event the Horse is sold while the Horse is in FF custody, or within 60 days after leaving FF custody, Client shall pay FF a commission of fifteen (15) percent of the sale price, regardless of whether the sale was achieved through FF's efforts. Should another agent be involved in the sale, the commission of 15% will be payable to FF. FF shall at its sole discretion, decide disbursement of the commission. All down payments on the sale of the Horse will be made payable to FF and funds over and above commission and any monies owed to FF by Client will be disbursed promptly to Client by FF.

Client Initial \_\_\_\_\_ Date \_\_\_\_\_



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**12. BILLING.** The fees of Paragraph 5 and the FF Fee Schedule are due and payable by the 10th of the month regardless of whether a bill has been sent by FF. Interest at the rate of 2% per month, or the highest legal rate, whichever is less, shall be charged and paid on all balances of Client unpaid after the 10th of the month it was due. In addition, a late fee of \$25 per horse will be assessed each month that payment is received after the 10th of the month.

Any client who bounces a check will not only need to provide a credit card for future payments, but will also be assessed a \$30 fee per each bounced check.

Clients who have balances which move into the 61-90 day outstanding category will be contacted to provide a credit card in order to bring their account back into the under 60 day category. In addition, any client payments made on accounts that have balances beyond 30 days, will be applied to the oldest invoices first.

If Client fails to pay any amount due hereunder for more than thirty (30) days, FF may immediately accelerate all other amounts due under this Agreement and under any other agreement between Client and FF or its affiliates upon written notice to Client.

**13. RELEASE OF THE HORSE.** Client agrees that all outstanding balances due to FF for board, training, breeding, handling, foaling, veterinary care, farrier work, and all other FF fees, charges and expenses pursuant to this Agreement shall be paid prior to FF's release of the horse (including but not limited to outstanding veterinarian bills that may be due directly to vet offices by client, or amounts due to any of FF's affiliates). The client shall make arrangements with FF for the Horse's release at least 30 days in advance. (If the Horse is being transported by a party other than FF, including to a show or otherwise, Client agrees that the party transporting the Horse is not an agent for FF and agrees to look solely to such a person, and not to FF, for any loss or claim arising out of the transportation of the Horse.)

**14. LIEN.** Client grants FF a lien upon and security interest in the Horse, any foal of the Horse and the registration papers of each of the foregoing to secure all obligations and amounts due under this Agreement or any other agreement between Client and FF or any of its affiliates. FF may, at any time until all amounts due hereunder are fully paid, file a photocopy of this Agreement in the county and state in which it believes any such horse or foal may be kept, or where the Client resides and when so filed, the copy shall be effective as a financing statement, as well as security agreement. AT any time Client's balance with FF is unpaid for THIRTY (30) days, or the Client is otherwise in default of this Agreement or any other Agreement between Client and FF or any of its affiliates, FF may foreclose it's security interest. Ten (10) days' notice shall be deemed reasonable notice of any foreclosure sale. The foreclosure sale may be held by individual horse, in bulk or in parcels, at wholesale or retail, in public or in private, and at any time and place and on any other terms selected by FF. The Horse or foal may be sold in its existing condition. Expenses incurred by FF in its sole judgment, including, but not limited to, FF's fees, the cost of transportation and preparation for sale and of the conducting the sale, reasonable attorney's fees and costs and expenses incurred by FF, and all other amounts owed to FF shall be deducted from the sale proceeds. FF shall account to Client for any surplus; however, Client shall be liable to FF for any deficiency.

Client Initial \_\_\_\_\_ Date \_\_\_\_\_



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**15. ASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Agreement without the prior written consent of FF, which may be withheld in FF’s discretion. FF may assign any right or delegate any duties under this Agreement upon written notice to Client.

**16. TERMINATION & WAIVER.** This Agreement may be terminated by either FF or Client at any time upon thirty (30) days written notice to the other, provided that in the event of a default by one party, the other party may terminate at any time upon immediate written notice. Upon the termination of this Agreement, Client shall remove the Horse in the manner provided in Paragraph 13 hereof. Termination shall apply only to those horse(s) specified in the termination notice and this Agreement shall continue to apply to any Horse remaining in FF’s possession after the termination of this Agreement. NO delay or failure by FF to exercise any right or remedy under this Agreement shall be deemed a waiver of that or any other right or remedy. The termination of the Agreement shall not terminate either party’s obligation to pay any fees, costs, expenses and other amounts already incurred pursuant to this Agreement.

**17. TAXES.** Client shall pay for and shall defend, indemnify and hold FF harmless from any sales, excise, use, or similar tax relating to the Horse or any of the Client’s horses, including any interest or penalty thereon.

**18. CLIENT INFORMATION.** Client shall promptly notify FF in writing of any change in any information given by Client to FF.

**19. ENTIRE AGREEMENT, INTERPRETATION CHOICE OF LAW, ETC.** This Agreement contains the entire understanding of the parties concerning the subject matter and supercedes any prior or contemporary agreement between the parties. This Agreement may only be modified or amended in writing stating that it is a modification or amendment of this Agreement. The parties hereto agree that they will make no claim at any time that this Agreement has been orally altered, modified or otherwise changed. This Agreement shall not be construed against FF on the basis that FF drafted the same. Headings are for convenience only and are not part of this Agreement. The invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. This Agreement shall be construed and governed by the internal laws of the State of Texas.

**20. CONTRACT EXECUTION.** THE CLIENT HAS READ, UNDERSTANDS AND ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
Freewill Farm LLC Manager \_\_\_\_\_ Date \_\_\_\_\_

Client Initial \_\_\_\_\_ Date \_\_\_\_\_



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OWNER: \_\_\_\_\_ HORSE: \_\_\_\_\_

DATE MAILED: \_\_\_\_\_

PLEASE SEND THE ITEMS BELOW TO FREEWILL FARM:

- SIGNED CONTRACT (PLEASE MAKE A COPY FOR YOUR FILES)
- SIGNED LIABILITY WAIVER (PLEASE MAKE A COPY FOR YOUR FILES)
- SIGNED FEE SCHEDULE (PLEASE MAKE A COPY FOR YOUR FILES)
- COPY OF REGISTRATION PAPERS (FRONT & BACK)
- COPY OF CURRENT AHA & USAE MEMBERSHIP CARDS
- VET RECORDS (SHOTS, WORMING, ETC.) IF AVAILABLE
- COPY OF COGGINS & OR ORIGINAL HEALTH CERTIFICATE WITH THE HORSE, (PLEASE ADVISE IF WE NEED TO ORDER EITHER)
- COPY OF INSURANCE CERTIFICATE IF HORSE IS INSURED
- PLEASE MAKE SURE ALL HORSE'S ITEMS ARE PERMANENTLY LABELED
- PLEASE SEND ALL CONTACT INFORMATION, FAX, CELL AND E MAIL PLEASE SEND ALL INFORMATION TO: FREEWILL FARM ATTN: WENDY PO BOX 1014 BURLESON TX 76097



## 2017 RATE SCHEDULE

Effective April 1, 2017

### Show Training and Board

\$1175

- Includes: training services, grooming, clipping, conditioning, tail bags, magnetic stall card, and blanket washing, one lesson per week per horse in training, and all feed and basic supplements (Essential Vitamins, Excel, Renew Gold). Any additional supplements will be billed to client.
- Early pay discount of \$50 if entire balance is received by the 5<sup>th</sup> of the month for horses in training for the entire month. Late fee of \$25 +2% of the outstanding balance if paid after the 10<sup>th</sup> of the month.

### Show Fees

- Flat Rate Fees DO NOT include: entry fees, transportation, shavings, and premium/special stabling areas, patronships, early arrival fees, additional feed, vet, farrier, layover fees, catch rider fees and any medications incurred. Tack stalls shall be pro-rated among the horses entered and patronship fees and any other set-up costs shall be pro-rated among the owners entering horses.
- **Cancellation policy: Owner/Leasee/Manager is responsible for 50% of the show fee and 100 % pro rata fees per horse entered but do not attend the show. An exception will be made should the horse, rider/handler be seriously ill or injured as determined by a veterinarian or medical doctor.**

<u>One day haul-in show</u>	\$200
<u>Class "A"</u>	\$850
<u>Regional</u>	\$1200
<u>Regional + Pre-show</u>	\$1550
<u>Youth Nationals</u>	\$2300
<u>Canadian Nationals</u>	\$3300
<u>Scottsdale/Special Events</u>	\$2800
<u>U.S. Nationals</u>	\$3300

- All horses winning a National or Reserve National Championship, with a Freewill trainer, will be billed for a 16x20 picture and frame

### Ulcer RX

- All horse will be put on Ulcer RX for the duration of all shows

Billed directly by DePaolo Equine Concepts

Client Initial \_\_\_\_\_ Date \_\_\_\_\_





## Other Services

Pasture Board	\$10/day
Riding Lessons (horses not in full training)	\$50/lesson
Photo Session Preparation (Professional)	\$130
Photo/Video by Freewill Farm Staff	\$60
Advertising	Actual Charge
Seller Agent's Fee (payable at time of sale)	15% of sale price
Body Clipping	\$130/horse
Game Ready Icing	\$1/minute
Theraplate	\$1/minute or \$100/show
Braiding	
-Forelock/Mane	\$35
-Tail	\$45
-Full braid	\$80
Day Fee @ show	\$25/day
(in lieu of show fee for horses at the show but not showing)	
Horse Transport	\$0.80/mile/horse (\$150 minimum)
Client Airport Transport	\$75/one way from DFW Airport

## Veterinary & Health Care

- All veterinary and health care bills are the responsibility of the owner. Billed by veterinarian or directly to client and is payable upon receipt of invoice or late fees may apply
- Freewill Farm, at its discretion can apply a service charge to cover staff costs for additional time to perform health care services.

## Equipment

- **Clients are required to purchase a Freewill Farm halter, blanket bag and name patch. Client to provide day sheet, blanket, hood, sleazy and halter upon arrival at Freewill Farm, or they will be purchased and billed to client.**

Personalized Freewill Farm Halter	Billed at current vendor price
Blanket Bag and Name patch	Billed at current vendor price
Blanket repair	Billed to client
Blanket rental	\$50/ plus repairs and laundry

Client Initial \_\_\_\_\_ Date \_\_\_\_\_



## TERMS & CONDITIONS

**Payments:** All Freewill Farm board, training and maintenance fees are due in advance. Invoices are sent out on the 20<sup>th</sup> of the previous month and due by the 5<sup>th</sup> of each month. If Freewill Farm receives your invoice payment in full on or before the 5<sup>th</sup> of the month, clients with horses in full training for the entire month will earn a \$50 discount per horse. All payments received after the 10<sup>th</sup> of the month will be charged a late fee of \$25 plus interest at 2% for each month the payment is late. The post mark on your payment envelope serves as proof of date payment was mailed. We assess late fees, interest and give discounts based on the date we RECEIVE payment and your funds are available for use. No exceptions. **If you do not receive your invoice by the 20<sup>th</sup> of the previous month, it is your responsibility to contact Freewill Farm so we can give you the amount due for a timely payment.** Client Initial \_\_\_\_\_ Date \_\_\_\_\_

**Forms of Payment:** Freewill Farm accepts cash, checks, money orders, cashier's checks, Discover, Visa, MasterCard and AMEX cards as payment. Please consult our office for credit card charges.

**Show Costs:** Costs of Patronship, tack rooms and other show charges will be added together, averaged and the costs distributed evenly among all horses for each show. Show fees, show entries and transportation are billed in advance and must be paid in full before show departure or your horse(s) will not be taken to the show. Clients should provide their own show equipment clearly marked with the owner or farm name. Freewill Farm is not responsible for loss, theft or damage to equipment, show clothes or other items of a personal nature.

**Regional Show with Qualifying Pre-Show:** Horses will not be charged two whole show fees. Rather, the clients will be charged one Regional show fee and half of a Class A show fee if their horses are entered and shown in both shows.

**Additional Monthly Fees/Charges:** All veterinary, health care, vet follow-up visits, emergencies, repair of blankets and pads, additional supplements, medications, and their scheduling and dissemination as well as other like services are invoiced as separate charges from board and training. These services may be subject to "cost plus a percentage" when billed to cover additional overhead and staffing costs.

**Delinquent Accounts:** Clients over thirty days delinquent in paying accounts in full may have their horse(s) withdrawn from shows until payment is made, and may, at the sole discretion of Freewill Farm, be withdrawn from monthly training and put on pasture board until account is remedied.

**After Hours Arrivals/Departures:** After hours are considered from 6 p.m. until 8 a.m. and Saturdays, Sundays, and holidays. After hours arrivals and departures of horses will be assessed a \$75 charge.

**Release of Horses:** All of your account charges must be paid in full before your horse(s) will be released from Freewill Farm or any show. Freewill Farm requires a 30-day written notice prior to the release of your horse. All fees must be paid in advance enough for your check to clear or payment to be made by credit card.

**Advertising Information:** We will provide you advertising information for planning purposes. Some advertising, such as Youth Nationals, will be automatically billed to clients to allow for inclusion in show programs.

### **Freewill Farm Appreciates Having You as Our Client!**

I have been advised of and provided a copy of Freewill Farm's Fee Schedule and Terms and Conditions. I agree to comply with these documents while my horse(s) is in the care of Freewill Farm. Please keep a copy of these documents for yourself and return a signed and dated copy to Freewill Farm. Thank you very much!

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Freewill Farm LLC Manager \_\_\_\_\_ Date \_\_\_\_\_



MANDATORY

FREEWILL FARM  
CREDIT CARD AUTHORIZATION FORM

Freewill Farm requires that a current and active credit card, with the cardholder's signature, be kept on file at all times. THIS IS MANDATORY AND REQUIRED OF ALL CLIENTS.

This number will insure payment of any outstanding bills to Freewill Farm. The current Merchant Service Fee rate will be applied to any credit card payment having to be run by Freewill Farm.

Please fill out the information below and return the original form to Freewill Farm.

We appreciate and thank you for your cooperation.

CARD TYPE:            VISA            MASTERCARD            DISCOVER            AMEX

CARD NUMBER: \_ \_ \_ \_ - \_ \_ \_ - \_ \_ \_ - \_ \_ \_ \_

SECURITY CODE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

CREDIT CARD BILLING ZIP CODE: \_\_\_\_\_

CARDHOLDER'S NAME: \_\_\_\_\_

CARDHOLDER'S SIGNATURE: \_\_\_\_\_