

10. **ACCEPTANCE.** This Agreement is not effective until approved and executed by Rooker Training Stable/Esprit Arabians, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Client's expense. All service programs are subject to availability. Rooker Training Stable/Esprit Arabians reserves the right to discontinue any service program.
11. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** ROOKER TRAINING STABLE/ESPRIT ARABIANS, ITS OFFICERS, DIRECTORS, AND STOCKHOLDERS AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN ROOKER TRAINING STABLE/ESPRIT ARABIANS CUSTODY, nor for any other loss, damages or injury arising out of or connected with boarding, conditioning, training, or other services pursuant to this Agreement, except as required by law. Client fully understand, authorizes and assumes the special risks inherent in conditioning, training, swimming and transporting horses, and acknowledges that mortality and other insurance is solely client's responsibility. 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. In no event shall Client's remedy exceed the amount of the fee paid for the service complained of. Rooker Training Stable/Esprit Arabians shall also not be liable for any personal injury or disability which the Client or his agents, representatives or family may receive while on Rooker Training Stable/Esprit Arabians premises, except as required by law. Client agrees to indemnify and hold Rooker Training Stable/Esprit Arabians harmless from any claim related to damages, illness or injury caused by the Horse, and from any claim by a buyer of the Horse, and agrees to pay all expenses and attorney's fees incurred by Rooker Training Stable/Esprit Arabians in defending such claims.
12. **VACCINATIONS.** Client warrants that the Horse is free of all communicable diseases upon delivery to Rooker Training Stable/Esprit Arabians. On or prior to arrival, the Client shall provide a record of current vaccination for Strangles, Equine Influenza, Tetanus, and Sleeping Sickness, and a negative Coggins (Swamp Fever) test performed within six (6) months prior to arrival. If the Horse arrives without records of such vaccinations and test, Rooker Training Stable/Esprit Arabians may at its option, not accept the Horse or provide the vaccinations and test at Client's expense.
13. **VET AND EMERGENCY CARE.** Rooker Training Stable/Esprit Arabians is authorized to maintain and provide vaccinations, Coggins test, foot care, and other veterinary needs, including emergency surgery at its discretion, at Client's expense. Rooker Training Stable/Esprit Arabians is hereby expressly authorized to secure emergency veterinary and blacksmith care required for the health and well being of said Horse(s). All cost of such care secured shall be paid by Client. Rooker Training Stable/Esprit Arabians is authorized to act as Client's agent to arrange direct billing to the Client.
14. **FOALING FEE.** Client shall pay the foaling fee set forth in the Rooker Training Stable/Esprit Arabians Programs/Price List if the Mare foals while in Rooker Training Stable/Esprit Arabians custody.
15. **BILLING.** All billings are payable on a net day basis from date of invoice. Interest at the rate of 1 1/2% per month, or the highest legal rate, whichever is less, shall be charged and paid on all balances unpaid for thirty (30) days. If Client fails to pay any amount due hereunder for more than (30) days, Rooker Training Stable/Esprit Arabians may immediately accelerate all other amounts due under this Agreement upon written notice to Client. All service program fees are subject to change upon thirty (30) days prior notice.
16. **RELEASE.** Client agrees that all outstanding balances due for board, conditioning, training, veterinary care, farrier work and all other fees, charges and expenses pursuant to this Agreement shall be paid prior to Rooker Training Stable/Esprit Arabians release of the Horse. Client shall make arrangements with Rooker Training Stable/Esprit Arabians for the Horse's release at least 48 hours in advance. Client is solely responsible for determining whether the Horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through Rooker Training Stable/Esprit Arabians veterinarians or otherwise. Upon commencement of loading of the Horse for shipment, Client assumes full responsibility and releases Rooker Training Stable/Esprit Arabians from any responsibility or liability for the Horse's health, soundness, transportation and care.
17. **LEIN, SECURITY INTEREST AND SALE OF HORSE(S).** Notwithstanding any other provisions of the Agreement, Rooker Training Stable/Esprit Arabians shall have, and is hereby granted by the Client a lien and security interest in the following property to secure all obligations of the Client to Rooker Training Stable/Esprit Arabians of whatever kind or nature whatsoever whether now existing or hereafter arising or incurred: (a) the Horse(s) and any proceeds thereof; (b) the certificate of registration of the Arabian Horse Registry of America, Inc. to the Horse(s); (c) any other property of the Client in the possession of Rooker Training Stable/Esprit Arabians at the time of Client's default. Rooker Training Stable/Esprit Arabians may at its option retain possession of the Horse(s), the proceeds thereof, or any other property of Client in Rooker Training Stable/Esprit Arabians possession pursuant to Michigan Revised Statutes or otherwise, until all such obligations are paid and satisfied in full. Rooker Training Stable/Esprit Arabians shall also have all other rights and remedies with respect to the Horse(s) that are available under the Uniform Commercial Code or by any other law of the State of Michigan. Application of any remedies provided hereunder by the Client shall not prevent the concurrent or subsequent employment of any other appropriate remedy(ies). Rooker Training Stable/Esprit Arabians may, at any time until all amounts due hereunder are paid, file a photocopy of the Agreement in the county and state in which it believes the Horse(s) to be kept, or where the Client resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement. At any time the Client's balance is unpaid for thirty days, or Client is otherwise in default of this or any other Agreement with Rooker Training Stable/Esprit Arabians, Rooker Training Stable/Esprit Arabians may foreclose its security interest in the Horse(s). If Rooker Training Stable/Esprit Arabians elects to sell the Horse(s) pursuant to the Uniform Commercial Code, the requirement of reasonable notice to the Client of the time and place of any public sale of the Horse(s) and/or any increase thereof, or of the time after which any private sale, or any other intended disposition thereof is to be made, shall be met if such notice is mailed, postage prepaid, to the Client at the Address of the Client designated at the beginning of this Agreement at least (10) days before the date of any public sale or after which any private sale or other disposition is to be made. If Rooker Training Stable/Esprit Arabians elects to sell the Horse(s) pursuant to any applicable Michigan Revised Statutes, notice shall be given as required in said Statutes, in the manner set forth in said statutes, or if no manner is set forth, then notice shall be given in the manner provided in this Agreement. If Rooker Training Stable/Esprit Arabians elects to sell the Horse(s) upon default by the Client, Rooker Training Stable/Esprit Arabians shall first take out of the proceeds of the sale the reasonable expenses of the sale including attorneys' fees and costs, and the balance remaining shall thereupon be applied toward the indebtedness owing under this Agreement and if any surplus remains to the Client or person legally entitled thereto. In the event of dispute, Rooker Training Stable/Esprit Arabians may interplead the funds into court. The client shall remain liable for any deficiency remaining following any sale held under this Agreement.
18. **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Agreement without the written consent of Rooker Training Stable/Esprit Arabians.
19. **TERMINATION AND WAIVER.** Service programs may be terminated by Rooker Training Stable/Esprit Arabians upon thirty (30) days written notice, except in the event of a default or as provided by paragraph 12 above. No delay or failure by Rooker Training Stable/Esprit Arabians to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy.
20. **ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES.** This Agreement contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the Agreement. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the laws of Michigan. At Rooker Training Stable/Esprit Arabians option, jurisdiction and venue for all disputes connected with this Agreement shall be proper only in Oakland County, Michigan. In any such action or other proceeding the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, such fees to be set by the court and not by jury and to be included in any judgment entered in such proceeding. In the event of a dispute arising under this Agreement where a party engages an attorney to enforce its rights, the party in default shall pay the attorneys' fees and cost of the other party. Client has read and accepts all of the terms of the Agreement.

_____ Client Signature	By:	_____ Rooker Training Stable/Esprit Arabians
_____ Date		_____ Date