



LOWE SHOW HORSE CENTRE SERVICES AND RATES

EFFECTIVE JANUARY 1, 2023

TRAINING

All services are subject to availability. Check, Zelle, Venmo, Visa, Mastercard and American Express are accepted for payment for all invoices and services.

TRAINING \$750/MONTH

SPECIAL SERVICES WILL BE QUOTED UPON REQUEST

PLEASE NOTE: Boarding Charges are billed by and paid separately to Landon Equestrian LLC.

HORSE SHOW FEES

Horse Show Fees, Hauling Fees and Patronship Fees (Pro-rated between number of Clients) are due and payable upon receipt of monthly invoice. These fees must be paid in-full prior to Horse's departure for a show. Please note: Horse Show Fees **do not include** Entry Fees, Hauling, Tack Stalls, Groom Stalls, Pro-rated Feed and Shavings, Pro-rated Contract Labor, Medications, Farrier Services, Premium/Special Stabling, Braiding, Early Arrivals, Layover Charges, Pro-rated Stall Decorations and Rentals, Box Seats, Pro-rated Patron Packages, Show Grooming Supplies, or Show Clipping. These items will be billed out in the next billing cycle after the show.

CLASS "A" SHOW \$1,200
REGIONAL SHOWS \$1,500
PRE-SHOW + REGIONAL SHOW \$1,700
SCOTTSDALE SHOW \$3,500
YOUTH NATIONALS \$3,500
CANADIAN NATIONALS \$3,500
U.S. NATIONALS \$4,000
SHOW BUGGY USAGE PER SHOW \$100

MISCELLANEOUS FEES AND OTHER SERVICES

Additional feed, supplements, medications and special care will be quoted upon request.

TRANSPORTATION (\$150 MINIMUM) \$1.25/MILE
PHOTO/VIDEO SESSION PREPARATION \$100
(DOES NOT INCLUDE FEES FROM PHOTOGRAPHER AND/OR VIDEOGRAPHER)
BODY CLIPPING \$150
RIDING LESSON \$75
SELLERS AGENT FEE 15%
FOALING \$500
HALTER BREAKING & HANDLING..... \$300
BREEDING/HANDLING CHARGE (PER MARE) \$300
BLANKET WASH/REPAIR..... \$20
HYGAIN \$45/BAG
RICE BRAN \$26/BAG



LOWE SHOW HORSE CENTRE SERVICES AND RATES AGREEMENT

2000 EDISON STREET, SANTA YNEZ, CA 93460 • T: 805.386.8669 • E: LOWESHOWHORSECENTRE@GMAIL.COM

1 | PARTIES. This Agreement is made this _____ day of _____, 20____ by and between James O. Lowe DBA: Lowe Show Horse Centre (Hereinafter Lowe Show Horse Centre), and:

Name (Hereinafter "Customer") _____

Billing Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

In case of emergency, contact _____ Phone _____

2 | HORSE. This Agreement relates to the horse referenced below (hereafter "Horse"). Customer agrees to provide Lowe Show Horse Centre with a copy of Horse's registration and vaccination records. If more than one horse will be under the care of Lowe Show Horse Centre, please duplicate this page and complete sections 2 and 3.

Name of Horse _____ Sire _____ Dam _____

Registration No. _____ Color _____ Sex _____ Breed _____

Insurance Carrier/Agent _____ Insurance Agent Phone _____

3 | OWNERSHIP. Customer: (Mark applicable one)

- ☐ Has full legal title to Horse. Registration is in Customer's name
- ☐ Is purchasing Horse on an installment from: (complete 3A)
- ☐ Is leasing Horse from: (complete 3A)

- ☐ Is managing Horse for: (complete 3A)
- ☐ Is co-owner of Horse along with: (complete 3A)
- ☐ Co-owner's name does not appear on registration.

3A Seller/Owner/Co-owner/Lessor _____ Phone _____

4 | TRAINING SERVICES. Customer hereby contracts with Lowe Show Horse Centre for Training and/or Showing of Horse and related services as described and defined in the Lowe Show Horse Centre Services and Rates schedule. Customer agrees that such services shall be provided by Lowe Show Horse Centre according to the terms and conditions as set forth in this Agreement and in the Lowe Show Horse Centre Services and Rates schedule, plus additional fees and expenses described as they may apply. Customer agrees that Lowe Show Horse Centre, in the exercise of its sole discretion, may increase or otherwise modify any and all fees and charges set forth in this Agreement or the Lowe Show Horse Centre Services and Rates schedule with thirty (30) days written notice to Customer and Customer shall be liable for payment of such expenses as increased or modified.

5 | TRAINING FEES. Customer shall pay Lowe Show Horse Centre a Training Fee when Horse is trained by or under the care of Lowe Show Horse Centre at the applicable monthly rate set forth in the Lowe Show Horse Centre Services and Rates schedule or at the rate which Lowe Show Horse Centre, in its sole discretion, from time to time may hereafter set per paragraph 4 above. The monthly training fee will be prorated on a per day basis if Horse is trained by or under the care of Lowe Show Horse Center for less than a full month. Please note, boarding is billed separately by and paid to Landon Equestrian LLC.

6 | MISCELLANEOUS SERVICES, FEES, AND EXPENSES. Customer shall pay all miscellaneous fees and expenses as set forth in the Lowe Show Horse

Centre Services and Rates schedule and as may be increased or modified hereafter by Lowe Show Horse Centre per paragraph 4 together with all amounts necessary to reimburse Lowe Show Horse Centre for services provided and expenses incurred on behalf of Customer and Horse, including taxes if applicable. Such amounts described in this Section shall be referred to in this Agreement as "Miscellaneous Fees and Expenses."

7 | ACCEPTANCE. This Agreement is not effective until approved and executed by Lowe Show Horse Centre, which reserves the right to reject any Horse at its sole discretion, and to return any unruly Horse at Customer's expense. Customers violating stable rules, hours, or disrupting or endangering others will be required to remove their Horse at their expense immediately upon written notice.

8 | BILLING TERMS. All fees and expenses due hereunder shall be due and payable upon the receipt of the statement Customer is sent for such fees and expenses. If Customer fails to object in writing to any item charged on a Lowe Show Horse Centre statement within fifteen (15) days from the date such statement is sent via U.S. mail, Email or personally delivered, then it shall be conclusively agreed by Customer that such amount is fair and correct and is owed to Lowe Show Horse Centre. If Customer fails to make timely payment of any amount due under this Agreement, Customer shall be in breach of this Agreement. Customer agrees that time is of the essence in payment of all amounts due under this Agreement and that it would be impractical to fix exact amounts of Lowe Show Horse Centre's damages if Customer fails to pay promptly. Therefore, if any such amounts are not paid in full on or within thirty (30) days of the date shown on the statement, Customer agrees that Lowe Show Horse Centre shall be entitled to charge a late fee of \$50 per horse, per month from such statement until paid. All payments hereunder shall be made in lawful money of the United States at the office of Lowe Show Horse Centre at the address set forth.

9 | SECURITY INTEREST AND LIEN. Customer specifically agrees that notwithstanding any other provision of this Agreement, all amounts owed under this Agreement shall be due and payable on or before Horse will be released by Lowe Show Horse Centre. In addition to the foregoing, Customer hereby grants Lowe Show Horse Centre a security interest and lien in Horse as security for all payments now or hereafter owing and performance of all obligations of Customer hereunder. If Customer is not the legal owner of the Horse, Customer specifically represents and warrants that the person signing this Agreement is a duly authorized attorney-in-fact to execute this Agreement and grant the security interest and lien granted hereby for the owner of the Horse as a result of this Agreement. If Customer fails to perform fully and timely any obligation under this Agreement, Lowe Show Horse Centre, at its option, may declare and exercise all rights in the Horse as a result of this Agreement allowed by this Agreement and/or the California Uniform Commercial Code.

10 | HEALTH REQUIREMENT, VACCINATIONS, AND VETERINARY CARE. Customer warrants that Horse is free from all contagious or infectious diseases upon delivery to Lowe Show Horse Centre. On or prior to arrival of Horse at Lowe Show Horse Centre, Customer shall have the Horse vaccinated and tested for and shall provide a record of the Horse's vaccination and testing within the last ninety (90) days for strangles, west nile virus, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative Coggins (swamp fever) test. Should the Horse arrive at Lowe Show Horse Centre without such vaccinations and Coggins test as required above, Lowe Show Horse Centre may, at its option refuse to accept Horse or provide the vaccinations and Coggins test at Customer's expense. All vaccinations and de-wormings will be administered thereafter at prescribed intervals by Lowe Show Horse Centre's designated veterinarian at Customer's sole expense. Customer hereby authorizes Lowe Show Horse Centre to provide or arrange for, at Customer's sole expense, all veterinarian services or treatments to Horse that Lowe Show Horse Centre reasonably believes to be necessary. If at any time while Horse is at Lowe Show Horse Centre, it is determined by Lowe Show Horse Centre, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from Lowe Show Horse Centre, Lowe Show Horse Centre shall give Customer notice of such condition and shall have the right to have Horse removed from Lowe Show Horse Centre immediately at Customer's sole expense. Lowe Show Horse Centre shall have the right to require that Horse receive, at Customer's sole expense, a veterinarian's certificate of health prior to Horse's release from Lowe Show Horse Centre.

11 | TRANSPORTATION AND RELEASE OF HORSE. Customer shall provide Lowe Show Horse Centre with the following notice of intent to pick-up Horse: at least forty-eight (48) hours notice of intent to pick-up Horse on a weekday and with seventy-two (72) hours notice of intent to pick up Horse on a weekend or legal holiday. Customer shall provide Lowe Show Horse Centre with written authorization to release Horse to any third party transporter and Lowe Show Horse Centre shall have no obligation to release Horse to a third party without such written authorization. Upon commencement of the loading of Horse by a third party transporter or Customer, Customer assumes full responsibility and liability for the health, soundness, transportation and care of Horse. Customer hereby authorizes Lowe Show Horse Centre during the time Horse is under the training and/or care of Lowe Show Horse Centre pursuant to this Agreement to transport, or to select a third-party to transport Horse to a veterinary medical facility, horse show, or any other location. Customer agrees to pay for any such transportation.

12 | DECISIONS REGARDING TRAINING AND SHOWING OF HORSE AND LOWE SHOW HORSE CENTRE'S RIGHT TO ENGAGE IN CONFLICTING ACTIVITIES. Customer agrees that Lowe Show Horse Centre shall have the right to decide, in its sole discretion, in what shows and what classes the Horse should be entered and in what manner the Horse should be trained. Customer acknowledges and agrees that Lowe Show Horse Centre and its trainers shall not be committed to show the Horse in any particular show or class unless Lowe Show Horse Centre agrees to show the Horse at such show or class. Lowe Show Horse Centre and its trainers may cancel any such commitment to show the Horse by giving Customer notice of such cancellation. Customer agrees that Lowe Show Horse Centre shall not be liable to Customer for any claims or expense in the event of such timely notice of cancellation. Customer acknowledges that Lowe Show Horse Centre shall engage in activities which may directly conflict with Customer's interest with

regard to the Horse, including the training and showing of other horses which compete or could compete with Horse. Customer acknowledges that Lowe Show Horse Centre shall be free, in the exercise of its sole discretion, to elect not to show Customer's Horse in any given show or class in order that Lowe Show Horse Centre will be able to show other horses which compete or could compete with Horse. Customer acknowledges such conflicts and potential conflicts and knowingly and freely waives the right to object to or take any other action with respect to such conflicts even if Customer is harmed thereby.

13 | INSURANCE. Customer warrants that Horse, while under the training and/or care of Lowe Show Horse Centre, is covered by full mortality and theft insurance in an amount at least equal to the full value which Customer places on said Horse. Upon request, Customer agrees to provide Lowe Show Horse Centre a certificate of insurance evidencing that his insurance requirement has been satisfied and with copies of its insurance policy or policies on the Horse upon request. Customer may elect to be self-insured and assumes all responsibility for loss and liability. Customer should contact their insurance agent with regards to these and other coverages available.

14 | SALES COMMISSION AND LOWE SHOW HORSE CENTRE'S RIGHT TO SERVE AS JOINT AGENT. If (i) Customer has placed Horse in any of Lowe Show Horse Centre's training or care programs, and Horse is sold; (ii) Horse is sold as a result of activities of Lowe Show Horse Centre or any of its employees; or (iii) Horse is otherwise sold to a person or entity for which Lowe Show Horse Centre or any of its employees is the procuring cause, then Customer shall pay Lowe Show Horse Centre promptly at the time of such sale an amount equal to fifteen percent (15%) of the total purchase price or value of the consideration to be received by Customer. Customer agrees that Lowe Show Horse Centre and any of its employees may serve as both an agent for Customer and as an agent for the purchaser of the Horse and Customer hereby knowingly and freely waives the right to take any other such action with respect to such dual agency. (iv) Customer agrees that if Horse leaves the care of Lowe Show Horse Centre (for any reason) and is sold by the Owner/Customer within forty-five (45) days of departing, Lowe Show Horse Centre will be owed no more than fifteen percent (15%) commission of the total purchase price or value of the consideration to be received by Customer. Customer hereby acknowledges and consents to the payment by Lowe Show Horse Centre of a commission to other persons or agents for his/her/its services as Lowe Show Horse Centre's agent in obtaining the purchase of a horse.

15 | INDEMNIFICATION AND HOLD HARMLESS OF LOWE SHOW HORSE CENTRE BY CUSTOMER. With the exception that the following provisions of this Section shall in no event be constructed to require indemnification by Customer in excess of that permitted under the public policy or the applicable law, Customer shall indemnify, defend and save harmless James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, of and from; (i) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any damage or injury to any third person or persons or to the property of any third person caused by Horse while it is in the care and custody of James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them; and (ii) any and all claims, demands, causes of action, damages, costs, expenses, loss, liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising, out of or in any manner connected with the Horse which is caused or alleged to be caused by the acts or omissions of James O. Lowe, DBA: Lowe Show Horse Centre, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them. At Customer's own cost, expense, and risk, Customer shall (a) defend any and all suits, arbitrations or other proceedings that may be brought or instituted by third persons or by the legal owner of the Horse (where Customer is not the legal owner) against James O. Lowe, DBA: Lowe Show Horse Centre, his/its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them, in connection with any of the foregoing incidents specified in sub-paragraphs (i) through (ii), above; and (b) shall indemnify and reimburse said parties for any and all costs or expenses incurred in enforcing the indemnity granted in this Section.

16 | ARBITRATION REQUIREMENT. The parties hereby agree to submit all controversies, claims, and matters of difference to arbitration in Santa Barbara County, California according to the rules and practices of the American Arbitration Association from time to time in force, except to the extent that such rules are inconsistent with the provisions of this Section. This submission and Agreement to arbitrate shall be specifically enforceable. Without limiting the generality of the foregoing, the following shall be considered controversies for this purpose: (i) all questions relating the breach of any obligation, warranty or condition hereunder; (ii) failure of any party to deny or reject a claim or demand of any other party; and (iii) all questions as to whether the right to arbitrate any questions exist. Arbitration may proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations then in effect) of the proceedings has been properly provided to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by applicable law. Any and all arbitration awards may be confirmed in court pursuant to applicable law.

17 | WAIVER, AMENDMENT OR MODIFICATION. No provisions of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment modification is in writing and signed by the party against whom the enforcement of such wavier, amendment or modification is sought. The failure of Lowe Show Horse Centre to enforce any of the provisions of this Agreement shall not be constructed as a wavier of such provision or of the right of Lowe Show Horse Centre thereafter to enforce such provisions.

18 | NOTICE. In the event any notice is to be given under the terms of this Agreement, or if any party hereto desires to give notice to any other party of this Agreement, such notice shall be in writing, and may be personally delivered or sent by certified mail, return receipt requested, to the addresses shown above. If such notice is delivered personally, it shall be effective upon such delivery; if mailed, it shall be deemed delivered and effective within

forty-eight (48) hours after having been deposited in a United States Post Office.

19 | ENTIRE AGREEMENT. The terms of this Agreement are intended by the parties as a final expression of their Agreement with respect to such terms are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement. No Agreement shall be deemed to exist or to bind any of the parties hereto unless such representation, warranty, condition, understanding or Agreement shall be reduced to writing and mutually agreed to by the parties hereto and expressly incorporated herein.

20 | ATTORNEY'S FEES. In the event that any suit, arbitration or action may be brought or instituted by the parties hereto, for any purpose under or in connection with this Agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including reasonable attorney's fees. In the event that Lowe Show Horse Centre engages the services of any attorney to enforce any provision of this Agreement, and Lowe Show Horse Centre is successful in so enforcing this Agreement, Customer shall pay Lowe Show Horse Centre the reasonable attorney's fees and expenses incurred by Lowe Show Horse Centre by reason of such enforcement, whether or not suit or arbitration is brought.

21 | GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be governed by and be constructed in accordance with the laws of the State of California. The parties agree that in the event any legal action or other legal proceeding is instituted, notwithstanding the requirements for arbitration of all controversies and disputes provided in paragraph 16 above, the Superior Court of Santa Barbara County, California, shall be the exclusive legal forum for the resolution of any dispute which may arise out of or be in any manner connected with this Agreement, and the parties hereto submit to the exclusive jurisdiction and venue of the Superior Court of Santa Barbara County, California.

22 | SUCCESSORS AND ASSIGNS. This Agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. Customer, however, shall not have the right to assign any rights or delegate any duties under this Agreement without the prior written consent of Lowe Show Horse Centre.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first above written.

Customer (print name) _____

Signature _____



James O. Lowe
Lowe Show Horse Centre
BILLING: PO BOX 428, SANTA YNEZ, CA 93460
RANCH: 2000 EDISON ST., SANTA YNEZ, CA 93460
805-386-8669
loweshowhorsecentre@gmail.com

ENDING NOTES. Please return signed contract or copy of signed contract. Please also include a copy of Horse's registration papers and a copy of current AHA and USEF competition cards.



RIDER RELEASE OF LIABILITY AGREEMENT

THIS FORM MUST BE SIGNED AND RETURNED BEFORE RIDER WILL BE ALLOWED TO PARTICIPATE.

The undersigned is an owner, rider, shower, viewer, sponsor, user, participant, guest, and/or is otherwise connected with the horses or horsemanship in the Lowe Show Horse Centre and/or Lowe Rider Riding Academy in Santa Ynez, California. In consideration of the right to participate in such activity, view or otherwise be present at the facility, the undersigned:

1. I am aware and fully understand that horses and an equestrian operation can be a dangerous environment. I agree to follow all rules and instructions of authorized Lowe Show Horse Centre and/or Lowe Rider Riding Academy staff.
2. I acknowledge that my entry and stay upon premises is at my own risk and I agree to release and forever discharge Lowe Show Horse Centre and/or the Lowe Rider Riding Academy, and owners James and Shawn Lowe, together with their respective principals, agents, representatives, employees, independent contractors, volunteers, clients, officers, directors, predecessors, successors, assigns, heirs, personal representatives and executors, and all persons, firms, associations, co-partners, co-venturers, subsidiaries, affiliates or corporations connected therewith, directly or indirectly, and each of them, from any and all claims, causes of action, debts, liabilities, injuries, demands, obligations, costs, expenses, attorney's fees, actions, damages, losses or liabilities, in law or in equity, of every kind and nature whatsoever, whether known or unknown, including but not limited to those directly or indirectly related to the ownership, riding, handling, showing, viewing, usage, sponsorship or grooming of horses owned or leased by or in the training, care, or custody of Lowe Show Horse Centre and/or Lowe Rider Riding Academy or any other matter related, either directly, or indirectly.
3. I acknowledge that my entry and stay upon premises is at my own risk, and I agree that the Lowe Show Horse Centre and/or Lowe Rider Riding Academy and any of their employees, animals, agents or the above mentioned paragraph 2, shall not be liable for personal injuries, death or property damage suffered by me, my guests, my dependents, whether or not said injuries, loss, damages, including related expenses, may be due to any conduct, act, condition or omission, or any negligence of any of the aforesaid.
4. I assume full responsibility for any and all of said injuries, damages or loss and do hereby fully and forever release each of the above named from any and all claims arising out of or related to my being in, on or about said premises during the term of my visit.
5. I agree to forever refrain and forebear from commencing, instituting or participating, either as a named party, in any lawsuit, action or other proceeding against those persons identified in paragraph 2 above, whether brought by themselves or by others on their behalf, based on or arising out of any and all matters set forth in paragraph 2 above.
6. I agree to forever waive any and all rights that I may have under Sections 1542 of the Civil Code of the State of California, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
7. I agree that as a condition of and in consideration of acceptance into the program, Lowe Show Horse Centre and/or the Lowe Rider Riding Academy may use or assign photographs, videos, audios, or other likenesses of me and my horse taken during the course of my lesson(s). for the promotion, coverage or benefit. I hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to compensation, invasion of privacy, right of publicity or to misappropriation.
8. I acknowledge that I have read, understand and agree to follow both the student rules and stable rules that have been established for my own safety, which rules may be amended from time to time without notice.

IN WITNESS OF, the undersigned have executed this release as of this _____ day of _____ 20_____.

RIDERS NAME _____ DATE OF BIRTH _____

SIGNATURE _____

IF RIDER IS UNDER THE AGE OF 18, THE SIGNATURE OF A PARENT OR GUARDIAN IS MANDATORY.

PARENT OR GUARDIAN NAME _____

SIGNATURE _____



CREDIT CARD AUTHORIZATION AGREEMENT

I, _____, authorize Lowe Show Horse Centre, to charge my credit card account for services, fees or supplies AND/OR to provide this number for Horse Show Entry Fees which will be charged by the individual Associations. This authorization shall remain in effect until I rescind it in writing. Lowe Show Horse Centre will notify client of any charges.

NAME ON CARD _____

CC NUMBER _____

☐ VISA ☐ MASTERCARD ☐ AMEX

EXP. DATE _____ CID (CARD ID CODE) _____

(THREE DIGITS ON BACK OF VISA/MASTERCARD / 4 DIGITS ON FRONT OF AMEX)

BILLING ADDRESS _____

CITY, STATE, ZIP _____

SIGNED _____ DATE _____

PHONE _____