



McDonald Arabians LLC. 6835 East Peak View Road, Scottsdale, AZ 85266 602-692-3204

MANAGEMENT FEES:

Training & Maintenance (one month minimum)	\$29 per day
Performance training	add \$100
Maintenance (two week minimum)	\$24 per day
Photo Session Preparation	\$150
Body Clipping	\$150

SHOW CHARGES:

Class 'A' Show	\$650
Regional Championships	\$1950
Breeder Finals & World Cup Championships	\$1950
Scottsdale, Canadian & U.S. National Championships	\$2500

\*does not include patron charges, advertising, extra travel expenses, etc.

MISCELLANOUS:

Farrier , Veterinarian, Show Entries, Hauling, etc.	current rates
Medications and after-hours administration	current rates
Schooling lessons (non-training horse)	\$40
Blanket rental (if no accompanying black blanket & hood)	\$50

BREEDING:

Mare management handling fee (one-time fee)	\$200
Outdoor mare care (monthly)	\$585
Foal Out fee (one-time fee)	\$350
Halter Breaking of Foal	\$300

NAME: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE/CELL: \_\_\_\_\_

TAX ID #: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**Regular Payment:** An initial deposit of \$1000.00 is to be made into the account prior to the beginning of Equine Management. Invoicing will take place on the 25<sup>th</sup> of the preceding month. Cash or Check must be received by the 5<sup>th</sup> of the billing month. Any unpaid amounts will result in penalty charges. Upon sale/departure of the Equine, all unused amounts of the initial deposit will be promptly refunded. CHECK NUMBER: \_\_\_\_\_ .

**Automatic Payment:** Credit card will be processed on the 25<sup>th</sup> of the preceding month. A hard copy of your monthly invoice will be mailed. If McDonald Arabians is unable to process the transaction, you will be notified via e-mail, and payment is required before the 1<sup>st</sup> of the month. Any unpaid amount will result in penalty charges.

CREDIT CARD #: \_\_\_\_\_ CODE: \_\_\_\_\_ EXP. \_\_\_\_\_

CARD BILLING ADDRESS: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



## Management Contract

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between McDonald Arabians LLC, 6835 east Peak View Road, Scottsdale, Arizona 85266, 602-692-3204, and:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City / State, Zip:** \_\_\_\_\_

**Telephones:** \_\_\_\_\_

**Tax ID number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**AHA / USEF memberships:** \_\_\_\_\_

**Horse(s):** \_\_\_\_\_

(This Management Contract applies to each and every horse owned by owner and placed in the care of McDonald Arabians LLC)

### INDEMNIFICATION:

In consideration of the services provided by McDonald Arabians, Owner agrees that McDonald Arabians; its agents, employees, representatives, and helpers will not be held liable for any damage to the horse. Including any damage arising out of the control, care, boarding, training, hauling, treatment, etc. of the horse. The Owner is solely responsible for all acts and behavior of the horse at all times. In no case is McDonald Arabians to be held liable for the acts and behavior of the horse. Pursuant to Arizona Law, the owner and all of owner's representatives are willing and able to accept full responsibility for his own safety and welfare and releases McDonald Arabians from liability unless the equine owner or agent is grossly negligent or commits willful, wanton or intentional acts of omissions. The owner will indemnify and hold harmless McDonald Arabians and their employees from any claims, injuries, loss, costs, damage, liability, attorney fees, etc. which may be asserted. McDonald Arabians has permission to use its own discretion in case of an emergency if the Owner cannot be reached.

### LEGALITIES:

In the event McDonald Arabians is made a party of any litigation commenced by or against Owner, or otherwise, Owner will pay all costs and attorney fees incurred by McDonald Arabians and will indemnify and hold harmless McDonald Arabians in connection with any such litigation. This contract shall be construed and governed by the laws of the State of Arizona. Jurisdiction and venue for all disputes connected with this contract shall be proper in Maricopa County, Arizona. In the event suit is brought for the recovery of any payment due under this agreement, or because of the breach of any other covenant herein contained on the part of the Owner to be kept or performed. McDonald Arabians shall also be entitled to reasonable attorney fee, costs and expenses. In no event shall McDonald Arabian's Liability for all cause of action arising under this agreement exceed the amount of the fees paid by the customer hereunder.

### COMMISSIONS:

In the event a horse is sold while at or managed by McDonald Arabians, the customer shall pay McDonald Arabians a commission equal to twenty percent (20%) of the sale price, regardless of whether the sale was achieved through McDonald Arabians efforts, unless otherwise released in writing.

**Management Contract page 2**

McDonald Arabians also has right to claim on any commissions from representation of such sales that take place within 30 days of departure. A release may be issued by McDonald Arabians in writing of commission rights during the departure of the horse. Any breeding services sold to a Stallion managed by McDonald Arabians are also subject to a \_\_\_% commission. Customer agrees that McDonald Arabians and any of its employees may serve as both an agent for buyer and agent for purchaser of Horse, and may receive compensation from the purchaser for McDonald Arabians services in addition to the commission from Customer. Customer hereby knowingly and freely waives any conflict for its acts on behalf of the client with respect to such dual agency.

**BILLING TERMS:**

McDonald Arabians is authorized to maintain and provide vaccinations, Coggins test, foot care, other veterinary needs, including emergency surgery, at its discretion, at Customer's expense. Handling , hauling, and veterinarian fees will de billed at the current price. Customer agrees that all outstanding balances due for board, conditioning, training, hauling, breeding, shows, veterinary care, farrier work and all other fees shall be paid prior to release of the horse. Account must be paid in full prior to release of Horse from McDonald Arabians facilities. Client specifically agrees that McDonald Arabians may retain possession of Horse until Client has paid all amounts owed to McDonald Arabians. In order to secure the payment and performance by Customer of all its obligations, customer hereby grants McDonald Arabians a security interest in the horse, and any proceeds thereof. This security interest is in addition to any statutory lien rights that may arise from time to time in favor of McDonald Arabians. The parties hereto agree that a photographic or other reproduction of this agreement shall be sufficient as in financing statement and may be filed as such. Any past due amounts will also be subject to a re-invoicing office fee. An interest rate of 1½ % per month will be charged to any balances unpaid for thirty (30) days. All management fees are subject to change upon thirty-(30) days' prior notice.

**INSURANCE:**

Owner fully understands that McDonald Arabians does not carry liability, injury, theft, equine mortality, or any other insurance for Owner. If the Owner desires any such insurance, it is the Owner's responsibility to acquire. If the horse is insured, it is the responsibility of the owner to provide McDonald Arabians with a copy of the insurance company's notice procedure in case of a medical emergency. Failure to provide said notice may defeat any potential claim.

**REPRESENTATION:**

McDonald Arabians and customer dually agree to the representation of said horse at the following competitions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

McDonald Arabians agrees to be bound in such commitment to represent said horse at these competitions, and failure to do so will result in monies paid in preparation of such competition. Exceptions to such commitment are injury or illness of said horse, and any 'Act of God', or action outside the control of McDonald Arabians which prevents attendance of such event. Customer agrees to be bound to such commitment to representation of said horse. Failure to comply will result in all fees due, and potentially due in preparation and attendance of such competitions. Representation commitments can be mutually dissolved, with no penalty, with a written agreement of signed by both parties.

This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing. The contract shall be construed and governed by the laws of Arizona.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_