

**2010
SCHEDULE
Midwest Training and Breeding
Station
BOARDING AND TRAINING AGREEMENT**

PHONE (763) 441-6466 or (612) 328-8312 FAX (763) 441-6001
midwest@mr.net / midwestarabian.com

BOARDING AND TRAINING FEES

HALTER AND CONDITIONING	\$850.00 PER MONTH
STALL BOARD	\$600.00 PER MONTH
STALL BOARD WITH FOAL	\$650.00 PER MONTH
PASTURE BOARD	\$400.00 PER MONTH

All customers are required to pay a refundable deposit on board equal to the monthly board fees (above). These deposits are billed on the first monthly statement and payable within 30 days.

SUPPLEMENTAL CHARGES

FOALING FEES	\$450.00
HALTER BREAKING	\$300.00
BODY CLIPS	\$150.00
VIDEO AND PHOTO PREP	\$125.00
VETERINARIAN FEES - billed directly to owners from vet	

BOARDING AND TRAINING, by and between MIDWEST STATION II, INC. ("Midwest")
located at 16917 70th St. NE Elk River, MN 55330, and _____
(the customer) whose address is _____

WHEREAS, the customer has an interest in the following Arabian horse: _____

(name), _____ (AHRA Reg. No.), _____
(Sire x Dam) _____ (DOB) _____ (sex) (the "horse"), as further specified in
Section 9.11 hereof, and has full and unrestricted authority to execute, deliver and perform this
Agreement; and

WHEREAS, the Customer desires to have Midwest train and show the Horse pursuant to the
terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein,
the parties hereto agree as follows:

1. Duties of Midwest. During the time that the Horse is in the custody of Midwest pursuant to this agreement, Midwest will (a) provide board and ordinary veterinary and farrier care for the Horse, (b) condition and provide training for the Horse, and (c) at such times and as such shows as Midwest, in its sole discretion, shall deem appropriate, show the Horse. In performing its boarding and care obligations hereunder Midwest may from time to time board the Horse at a temporary holding farm selected by Midwest. The person showing the Horse may be David Boggs or Bob Boggs or another employee of Midwest, as determined by Midwest, in its sole discretion. In connection with showing the Horse, Midwest may have photographs taken of the Horse for distribution to persons attending any such show or making inquiries about the Horse. Any prizes, trophies, or ribbons won by the Horse as a result of Midwest's efforts in showing the horse shall be deemed the property of the customer and shall be delivered by Midwest to the customer.

2. Charges, fees and expenses. The Customer hereby agrees to pay to Midwest all charges, fees and expenses incurred by Midwest in connection with the performance by Midwest of its duties hereunder, including without limitation the charges, fees and expenses identified on the attached schedule of expenses and fees. Except for those charges, fees or expenses for which Midwest requests payment in advance, all sums due to Midwest hereunder shall be due and payable by the Customer within 30 days of the date of any billing or invoice rendered by Midwest to the Customer. The Customer agrees to pay a late charge in the amount of the lesser of 1 ½ % per month or the greatest charge allowed by law on all sums not paid when due hereunder.

3. Delivery and Removal.

3.1 Delivery of the Horse. The Customer shall, at its sole expense, arrange for the delivery of the Horse to Midwest's facilities. The Customer shall give Midwest at least two days' notice of the date of delivery of the Horse. On or before delivery, the Customer shall provide to Midwest a copy of the AHRA registration papers for the Horse, the Customer's current IAHA and AHSA membership cards, a Social Security number or Federal ID number, results of a current Coggins test for the Horse, showing a negative result, and such other information concerning the health of the Horse, such as veterinary records, worming dates and shot dates, as Midwest may request. The Customer hereby warrants that upon

delivery to Midwest the Horse will be in good health and sound condition, free from all contagious and infectious diseases.

3.2 Removal of the Horse. The Customer may remove the Horse from Midwest's custody at any time, provided that the **Customer gives seven day's notice** to Midwest in advance of removing the Horse, and further provide that the customer on or before removing the Horse pays in full all the charges, fees and expenses due in guaranteed funds under this agreement. Customer shall provide to Midwest written authorization to release the Horse(s) to any third party transporter; Midwest shall have no obligation to release the Horse(s) to any party other than Customer without such written authorization. Upon commencement of the loading of the Horse(s) by the third party transporter or by the Customer, the Customer assumes full responsibility and liability for the welfare, care, health, soundness, breeding condition, and transportation of the Horse(s).

3.3 Mandatory Removal. If at any time while the Horse contracts a contagious or infectious disease, or Midwest determines that for any other reason, including without limitation a determination by Midwest that it and the Customer are incompatible, or have any unresolved disputes involving the Horse, or any other matter, or if the Customer breaches its obligations hereunder, the Customer shall immediately pay all charges, fees, expenses and other sums due to Midwest under this Agreement and, at Customer's sole expense, remove the Horse from Midwest's facilities.

3.4 General. All deliveries and removals of Horses shall occur during the hours of 8:00 a.m. and 5:00 p.m. Midwest shall have the right to require the removal of the Horse from the custody of Midwest, that the Horse receive, at Customer's sole expense, a veterinarian's certificate of health.

4. Authority granted to Midwest. The Customer hereby authorizes Midwest to take such actions with respect to the Horse as Midwest may, in its reasonable judgment, deem necessary or proper in order for Midwest to perform its duties hereunder and protect and maintain the Horse while it is in Midwest's custody, including but not limited to the following specific grant of authority:

4.1 Transportation. The Customer hereby authorizes Midwest to transport, or select a third party to shows and while at shows.

4.2 Veterinary services, etc. The Customer hereby authorizes Midwest to have such veterinary and farrier services performed on the Horse while it is in Midwest's custody as Midwest and its veterinarians or veterinarians it has retained deem reasonably necessary for the protection and maintenance of the health of the Horse. The Customer agrees to pay all charges for such services to Midwest or to any veterinarian retained by Midwest upon receiving a statement or invoice from Midwest or the veterinarian for such services. Midwest shall notify

Customer when any such services have been performed.

5. Insurance. During the time that the Horse is in the custody of Midwest pursuant to this agreement, the Customer shall, at its expense, carry full mortality insurance on the Horse. Customer shall upon request provide to Midwest copies of policies or certificates of insurance evidencing such insurance. The Customer understands that Midwest does not provide, for the benefit of the Customer, any public liability accidental injury, theft, or equine mortality insurance on the Horse, and that all risks connected with boarding, training, showing, transporting and providing any service to the Horse shall be borne solely by Customer, Customer hereby waives any right it may have under any theory to claim it is a beneficiary of any insurance policy maintained by Midwest for Midwest's benefit.

6. Indemnity; Limitation of Liability.

6.1. Indemnity. Customer hereby agrees to indemnify, defend and hold Midwest and its employees and agent, including without limitation, its veterinarians and farriers, harmless from and against any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, losses or liabilities, at law or in equity, of any kind whatsoever, that arise from or are in any way related to any sickness, disease, estray, death or injury caused by the Horse while it is in the custody of Midwest.

6.2 Limitation of Liability. Except in the event of gross negligence or willful misconduct by Midwest, its agents, servants or employees (the "Midwest Parties"), the Midwest Parties shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the Horse while in custody of the Midwest Parties, or for any other cause of action whatsoever arising out of or in any way connected with the boarding, breeding, training, showing, transportation or provision of any service to the Horse, including without limitation any personal injury or disability that the Customer or its agents, servants or employees may receive while on Midwest's premises. Customer hereby agrees that the Midwest Parties shall not be liable, for any special, incidental, or consequential damages arising from the actions and activities covered by this Agreement. IN NO EVENT SHALL THE AGGREGATE LIABILITIES OF THE MIDWEST PARTIES FOR ALL CAUSES OF ACTION ARISING UNDER THIS AGREEMENT OR RELATED TO THE DUTIES TO BE PERFORMED HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY THE CUSTOMER HEREUNDER.

7. Commission. If the Horse is sold by the Customer during the time that it is in the custody of Midwest, the Customer shall pay to Midwest a sum equal to twenty percent of the purchase price to be paid to the Customer for the Horse in connection with such sales, whether or not Midwest participated in or facilitated such sale.

8. Disclaimer or Warranties. MIDWEST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN.

9. Security Agreement. The Customer hereby grants to Midwest a security interest in the Horse and all proceeds thereof to secure all obligations of the Customer to Midwest under this Agreement. The Customer hereby authorizes Midwest to execute financing statements on behalf of the Customer to perfect the security interest granted hereby. The rights and obligations of the parties with respect to said security interest shall be governed by Article 9 of the Uniform Commercial Code as adopted in Minnesota.

10. Miscellaneous.

10.1 Merger. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any written or oral agreements, understanding or writings between the parties with respect to the subject matter hereof.

10.2 Amendments. This Agreement may be amended only by a written agreement signed by both the Customer and Midwest, provided however, that Midwest may, from time to time, amend the price schedule set forth on the reverse side hereof to reflect changes in its expenses and costs.

10.3 Governing law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

10.4 Termination. If the Customer fails to pay any sum when due hereunder Midwest may, at its election, terminate this Agreement, and, in connection therewith, require the Customer immediately to pay all sums due hereunder and remove the Horse from Midwest's facilities. Midwest shall have no obligation to surrender the Horse until such sums are paid in full.

10.5 Remedies Cumulative; Waiver. No failure or delay by Midwest to exercise any right, power or privilege provided hereunder or by applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.

10.6 Headings. The headings contained in this Agreement are for the convenience of reference only and are not to be used in construing this

Agreement.

10.7 Assigns, etc. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto. The Customer may not assign its rights hereunder without the express written consent of Midwest.

10.8 Notices, etc. All notices and communications required hereunder shall be deemed effective if made in writing, and delivered or mailed, first class postage prepaid, to the address of the recipient set forth in the first paragraph hereof.

10.9 Authority. The Customer hereby represents that it has unrestricted authority to enter into, deliver and perform this Agreement. The Customer hereby agrees that if it is not the owner of the Horse, it will provide to Midwest, on request, evidence sufficient to Midwest of such authority as granted by the owner of the Horse and by any other party or parties who have any interest therein.

10.10 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall not be affected thereby, but shall remain valid and enforceable.

10.11 Attorneys' Fees and related matters. The Customer hereby agrees to pay all attorneys' fees and related costs and expenses incurred by Midwest in enforcing its rights hereunder, and further agrees that the security interest in the Horse and any proceeds thereof described in Section 9 hereof shall secure, among other things, the obligations of the Customer under this Section 10.11.

10.12 Jurisdiction, etc. The parties agree that any dispute arising hereunder may be resolved in the state or federal courts located in the State of Minnesota, and the Customer hereby consents to the jurisdiction of said courts.

10.13 Information regarding the Horse. The Customer represents that (a) it is the owner of the Horse, free and clear of all encumbrances, security interests, claims or liens whatsoever, and the AHRA Certificate of Registration for the Horse is in its name, or (b) it is the purchaser of the Horse, pursuant to the contract dated _____, between it and _____, whose address is _____ and, the AHRA Certificate of Registration for the Horse is in the name of _____, and whose address is _____, or (c) it is not the owner of the Horse, but has legal interest in the Horse, pursuant to the following agreement with the owner of the Horse: _____

_____.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first above written.

MIDWEST STATION II, INC.

By _____

Its _____

Date: _____

CUSTOMER

By _____

Date: _____