

Clinic Services Agreement

The Agreement is made as of _____, 20____, between Mary Rose Anderson (“MR Anderson Horsemanship”) and _____, (“Clinic Host”) regarding services to be rendered by MR Anderson Horsemanship on behalf of Clinic Host, for the purpose of horsemanship training and instruction on behalf of customers, invitees, employees, and /or guests of Clinic Host.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Place and Time of Clinic Services.** The parties agree that MR Anderson Horsemanship shall provide horsemanship training instruction (“Services”) on behalf of Clinic Host at the following place and date(s) (“Clinic”):

It is understood by the parties that MR Anderson Horsemanship shall render such services between the hours of 9:00am and 5:00pm on the dates of the Clinic, with at least 1 hour lunch for each date. In no event shall a riders invited by Cinic Host to the Clinic exceed the lesser of 15 per day or the capacity of Clinic Host’s facility.

2. **Compensation.** In exchange for MR Anderson Horsemanship services, Clinic Host agrees to pay MR Anderson Horsemanship the sum of \$ _____. Clinic Host will be responsible for payment of all reasonable and necessary expenses incurred by MR Anderson Horsemanship in connection with the travel to and attendance at a Clinic sponsored by Clinic Host, including but not limited to travel expenses, hotel accommodations, and meal expenses. If travel expenses are by MR Anderson Horsemanship automobile, Clinic Host shall pay the sum of \$1.00 per mile for such expenses, portal to portal. In addition, Clinic Host shall advance to MR Anderson Horsemanship a retainer fee of \$ _____ for each Clinic, which shall be non-refundable except if MR Anderson Horsemanship is unable to attend the Clinic for reasons other than a default of Clinic Host. In such event, the retainer fee and all other fees or advances paid to MR Anderson Horsemanship will be reimbursed to Clinic Host. In no event will MR Anderson Horsemanship be liable for loss of profits or any special incidental, or consequential damages for a default under this Agreement.
3. **Independent Contractor Relationship.** The relationship between MR Anderson Horsemanship and Clinic Host ss that of an independent contractor, and not that of principal, partnership, joint venture, nor employer/employee or agent.
4. **Indemnity by Clinic Host.** Cinic host hereby agrees to protect, indemnify, and hold harmless MR Anderson Horsemanship from and against any and all expenses, damages, claims, suits, actions, judgements, and costs whatsoever, including attorney fees arising out of or in connection with a third party claim or action which arises from any individuals participation in or attendance at a clinic given by MR Anderson Horsemanship, regardless of any alleged negligence by MR Anderson

Horsemanship. Clinic Host shall ensure that all participants in such clinics sign the Agreement and Release of Liability attached hereto as Exhibit "A", as well as any other agreements and /or releases for the protection of Clinic Host.

5. **Assignment.** The Agreement is personal and non-transferable between the parties. Subject to the foregoing, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.
6. **Choice of Law/Venue.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California. Any case or controversy arising out of or relating to the agreement shall be filed with the Superior and Municipal Courts of the Country of Riverside, State of California, which shall have exclusive jurisdiction over the subject matter, and Clinic Host hereby irrevocably submits to the personal jurisdiction of such court and waives any objection to either personal jurisdiction or venue with regard to such court.
7. **Time of Essence.** Clinic Host acknowledges that time is of the essence in all payments of all compensation due to MR Anderson Horsemanship hereunder. Except for the retainer fee, which is payable in advance, all fees to be paid for MR Anderson Horsemanship services, including the clinic fee and reasonable travel expenses, shall be paid to MR Anderson Horsemanship on or before the last day of the Clinic.

To confirm a reserved date for a Clinic, this contract shall be signed and returned to MR Anderson Horsemanship by Clinic Host within 14 days from receipt, along with the required retainer fee set forth in paragraph 2, above. Failure to return the contract within said timeline may result in the loss of the confirmed dates, at MR Anderson Horsemanship sole discretion.

8. **Non-Waiver.** Any failure or delay by either party to insist upon strict performance of any provision hereof or to exercise any right, power, privilege, or remedy consequent upon default hereunder shall not constitute a waiver of any provision, right, power or privilege, or of any available remedy under the Agreement, including any provision the performance of which was not insisted upon and/or any right, power, privilege, and/or remedy which was not exercised.
9. **Severability.** In the event that any one or more of provisions set fourth in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision(s) had never been set fourth herein. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity, subject, or geographical scope, it shall be construed by reducing it to be enforceable to the extent capable.
10. **Entire Agreement.** This Agreement comprises the entire agreement between the parties and supersedes all other understandings or agreements between the parties relative to the subject

matter hereof. This Agreement may not be amended except through a writing referencing this Agreement and fully executed by both parties hereto.

11. **Costs and Enforcement.** Each party hereto shall be entitled to, and the other party agrees to reimburse and pay to said party, all reasonable costs and expenses incurred by said party in enforcing any provision of term of this Agreement, including, but not limited to, reasonable attorney's fees and court costs.
12. **Paragraph Headings.** The headings/titles to each paragraph of this Agreement are for reference purposes only and shall not be used to interpret said paragraphs, nor any other provisions or paragraphs of this Agreement. All interpretations of the meaning of each paragraph of this Agreement shall rely solely upon the content of that paragraph and the content of Agreement and shall not incorporate any heading/title of any paragraph for such interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement to take effect as of the date it is signed by the last signatory party.

Mary Rose Anderson "MR Anderson Horsemanship"

Date: _____

Clinic Host

By _____

Date: _____

www.mrandersonhorsemanship.com
mrandersonhorsemanship@gmail.com
Cell: 714-721-2220
Check: Mary Rose Anderson
Address: 4287 Corona Ave. Norco, CA 92860
Venmo: @Mary-Anderson-300
Zelle: 714-721-2220