



Standard Services Agreement

1. **PARTIES.** This Agreement is made the _____ day of _____ 20____ by and between Robert A. Battaglia and d.b.a. Battaglia Farms LLC and;

Name (hereinafter "Customer")		Address	
City	State	Zip Code	SS#
Residence Phone	Farm Phone	Business Phone	Fax Phone
Farm or Ranch Name, if different		Address	
City	State	Zip Code	AHA# USAE#

2. **HORSES.** This Agreement relates to the horse (hereinafter "Horse"). Customer agrees to immediately provide Battaglia Farms a copy of Horses's registration and show records. Your current AHA – USAE Membership Cards and SS#.

Name of Horse		Sire	Dam
Registration No.	Date Foaled	Color	Breed
Insurance Carrier		Insurance Agent	
Insured	<input type="checkbox"/> Mortality <input type="checkbox"/> Surgical <input type="checkbox"/> Loss of Use	Policy Number	Expiration Date

3. **OWNERSHIP.** Customer: (Mark applicable one)

- | | |
|---|--|
| <input type="checkbox"/> Has full legal title to Horse and registration is in Customer's name.
<input type="checkbox"/> Is purchasing Horse on installment contract from: (Please complete 3A)
<input type="checkbox"/> Is leasing Horse from: (Please complete 3A) | <input type="checkbox"/> Is managing Horse for: (Please complete 3A)
<input type="checkbox"/> Is co-owner of Horse with: (Please complete 3A)
<input type="checkbox"/> Co-Owner's name does NOT appear on registration |
|---|--|

3A.

Seller/Owner/Co-Owner	Phone
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3B. IN CASE OF EMERGENCY.

Name of Person to Contact	Phone
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4. **SERVICE AND PROGRAM(S).** Customer hereby contracts with Battaglia Farms for the following program(s) and services as further described and defined in the Battaglia Farms Rate Schedule and Program Description attached hereto and as hereinafter modified or amended: (Mark applicable services.)

- Performance Training
 Halter Training
 Stall Board
 Other Sale Program

Customer agrees that such services and program(s) shall be provided by Battaglia Farms according to the terms and conditions as set forth below in this Agreement and in the Battaglia Farms Rate Schedule and Program Description attached hereto, plus such additional fees and expenses described below as may apply. Customer agrees that Battaglia Farms 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 Battaglia Farms Rate Schedule and Program Description with thirty (30) days notice to Customer and Customer shall be liable for payment of such fees and expenses as increased or modified.

5. **BOARDING AND TRAINING FEES.** Customer shall pay Battaglia Farms for each day Horse is boarded and/or trained by Battaglia Farms a daily fee at the rate set forth in the Battaglia Farms Rate Schedule and Program Description attached hereto or at the rate which Battaglia Farms, in its sole discretion, from time to time may hereafter set. Battaglia Farms shall at all times maintain Horse in accordance with generally accepted standards in the horse industry.

Initial _____

6. **MISCELLANEOUS SERVICES, FEES AND EXPENSES.** Customer shall pay all miscellaneous fees and expenses including veterinary and farrier charges as set forth in the Battaglia Farms Rate Schedule and Program Description attached hereto and as may be increased or modified hereafter by Battaglia Farms together with all amounts necessary to reimburse Battaglia Farms for services provided and all expenses incurred on behalf of Customer and/or Horse. Customer shall also pay or reimburse Battaglia Farms promptly for all taxes, however defined or denominated except income taxes, related to this transaction or this Agreement, and for any interest and penalties imposed in connection with such taxes. Such amount described in this Section shall be referred to in this Agreement as "Miscellaneous Fees and Expenses."
7. **CUSTOMER'S RESPONSIBILITY FOR TRANSPORTATION.** Customer shall be solely responsible for arranging for and paying the costs for transporting Horse in connection with this Agreement. If Battaglia Farms has to arrange for such transportation, Customer agrees to pay Battaglia Farms a transportation arrangement fee of \$25.00 per horse each time such transportation is arranged (\$50.00 round trip).
8. **BILLING TERMS. All Fees and Expenses due hereunder shall be due and payable upon receipt of the statement Customer is sent for such fees and expenses and are considered late if not paid in ten (10) days.** If Customer fails to object in writing to any item charged on a Battaglia Farms statement within ten (10) days from the date such statement is deposited in the United States mail or personally delivered, then it shall be conclusively agreed by Customer that such amount is fair and correct and is owed to Battaglia Farms. 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 impracticable to fix the exact amounts of Battaglia Farms' 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 Battaglia Farms shall then be entitled to charge as liquidated damages on the then unpaid balance interest at the rate of one and one-half percent (1.5%) per month from the date of such statement until paid or the highest rate permitted by law whichever is less. All payments hereunder shall be made in lawful money of the United States at the office of Battaglia Farms at the address set forth.
9. **SECURITY INTEREST AND LIEN.** CUSTOMERS 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 MUST BE RELEASED BY BATTAGLIA FARMS. IN ADDITION TO THE FOREGOING, CUSTOMER HEREBY GRANTS BATTAGLIA FARMS 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 HORSE, CUSTOMER SPECIFICALLY REPRESENTS AND WARRANTS THAT THE PERSON SIGNING THIS AGREEMENT IS A DULY AUTHORIZED ATTORNEY-IN-FACT WITH SUFFICIENT AUTHORITY TO EXECUTE THIS AGREEMENT AND GRANT THE SECURING INTEREST AND LIEN GRANTED HEREBY FOR THE OWNER OF HORSE. BATTAGLIA FARMS MAY, AT ANY TIME UNTIL ALL AMOUNTS DUE HEREUNDER ARE FULLY PAID AND ALL OBLIGATIONS REQUIRED OF CUSTOMER HEREUNDER ARE FULLY PERFORMED, FILE A PHOTOCOPY OF THIS AGREEMENT IN THE COUNTY AND STATE OF CUSTOMERS RESIDENCE OR BUSINESS OR WHERE SUCH HORSE IS LOCATED, AND WHEN SO FILED, THIS AGREEMENT SHALL BE EFFECTIVE AS A FINANCIAL STATEMENT AS WELL AS A SECURITY AGREEMENT. CUSTOMER AGREES TO EXECUTE, FILE AND RECORD SUCH OTHER STATEMENT, NOTICES AND AGREEMENTS, TAKE SUCH ACTIONS AND OBTAIN SUCH DOCUMENTS AS BATTAGLIA FARMS SHALL DEEM NECESSARY TO FURTHER OBTAIN, PERFECT AND RETAIN SUCH SECURITY INTEREST AND LIEN. CUSTOMER APPOINTS ROBERT A. BATTAGLIA AS ITS ATTORNEY-IN-FACT TO EXECUTE AND FILE UCC-1 FORMS AND OTHER DOCUMENTS TO RECORD, PERFECT, AND PROTECT SUCH SECURITY INTEREST AND LIEN GRANTED HEREIN IF CUSTOMER FAILS TO PERFORM FULLY AND TIMELY ANY ABLIGATION UNDER THIS AGREEMENT, BATTAGLIA FARMS, AT ITS OPTION, MAY DECLARE DEFAULT AND EXERCISE ALL RIGHTS IN THE HORSE ALLOWED BY THIS AGREEMENT AND OR THE ARIZONA UNIFORM COMMERCIAL CODE.
10. **BATTAGLIA FARMS' RIGHT TO RETAIN POSSESSION OF HORSE.** Customer specifically agrees that Battaglia Farms may retain possession of Horse maintained by Battaglia Farms until Customer has paid all amounts owed to Battaglia Farms and performed fully all obligations required of Customer under this agreement.
11. **HEALTH REQUIREMENT AND VACCINATIONS.**
 - a) Customer warrants that Horse is free from all contagious and infections diseases upon delivery to Battaglia Farms
 - b) On or prior to arrival of Horse at Battaglia Farms, 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, equine influenza, west nile, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative Coggins (swamp fever) test.
 - c) Customer shall provide to Battaglia Farms on or before the time Horse delivered a fully completed Horse Information Sheet in the form attached hereto as Exhibit A is expressly incorporated into and made a part of this Agreement.
 - d) Should the Horse arrive at Battaglia Farms without such vaccinations and Coggins test or the record of such vaccinations and Coggins test as required above, Battaglia Farms may, at its option, refuse to accept Horse or provide the vaccinations and Coggins test at Customers expense. All vaccinations and wormings will be administered thereafter at prescribed intervals by Battaglia Farms.
 - e) Customer hereby authorizes Battaglia Farms to provide or arrange for, at Customer's sole expense, all veterinarian services or treatments to Horse which Battaglia Farms reasonably believes to be necessary.
 - f) If at any time while Horse is at Battaglia Farms, it is determined by Battaglia Farms, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from Battaglia Farms, Battaglia Farms shall give Customer notice of such condition and shall have the right to have Horse removed by Battaglia Farms immediately at Customer's sole expense.
 - g) Battaglia Farms shall have the right to require that Horse receive, at Customer's sole expense, a veterinarian's certificate of health prior to Horse' release from Battaglia Farms.
12. **TRANSPORTATION AND RELEASE OF HORSE. ACCOUNT MUST BE PAID IN FULL BY CASH, MASTER CARD, VISA, OR CASHIER'S CHECK PRIOR TO RELEASE OF HORSE.**
 - a) Customer shall provide Battaglia Farms with at least forty-eight (48) hour notice of intent to pick-up Horse. Customer shall provide Battaglia Farms with written authorization to release Horse to any third party transporter and Battaglia Farms shall have no obligation to release Horse 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, breeding condition, transportation and care of Horse.
 - b) Customer here by authorizes Battaglia Farms during the time Horse is boarded at Battaglia Farms pursuant to this Agreement to transport, or to select a third party to transport, Horse to a veterinary medical facility. Customer agrees to pay for any such transportation.
13. **DECISIONS REGARDING TRAINING AND SHOWING OF HORSE AND BATTAGLIA FARMS' RIGHT TO ENGAGE IN CONFLICTING ACTIVITIES.** Customer agrees that Battaglia Farms shall have the right to decide, in its sole discretion, in what shows and what classes the Horse should be entered and Customer further agrees that Battaglia Farms shall have the right to decide on its sole judgement whether to show or scratch a horse from any scheduled classes and in what manner the Horse should be trained. Customer acknowledges and agrees that Battaglia Farms and its trainers shall NOT be committed to show Horse in any particular show or class unless Battaglia Farms and an individual Battaglia Farms trainer agree in writing to show the Horse at such show and in such class. Battaglia

Farms and its trainer may cancel any such commitment to show the Horse by giving Customer at least (30) days written notice of such cancellation. Customer agrees that Battaglia Farms and its trainer shall not be liable to Customer for any claim or expense in the event of such timely notice of cancellation. Customer acknowledges

that Battaglia Farms and its trainer shall engage in activities which conflict with Customer's interest with regard to the Horse, including the owning, training, and showing of other horses which compete or could compete with Horse. Customer acknowledges that Battaglia Farms and its trainers shall be free, in the exercise of their sole discretion, to elect not to show Customer's Horse in any given show or class in order that Battaglia Farms and its trainers may be able to show other horses which compete or could compete with Horse. Customer acknowledges such conflicts and potential conflicts and knowingly and freely waived the right to object to or take any other action with respect to such conflicts even if Customer is harmed thereby.

14. **INSURANCE.** Customer warrants that Horse at Battaglia Farms is covered by full mortality and theft insurance in an amount at least equal to the full value which Customer places on said horses. Customer agrees to provide Battaglia Farms a certificate of insurance evidencing that this insurance requirement has been satisfied and with copies of its insurance policy or policies on the Horse. If Customer does not have insurance, Customer acknowledges that he is self-insured and assumes full responsibility of any loss incurred.
15. **SALES COMMISSION AND BATTAGLIA FARMS' RIGHT TO SERVE AS JOINT AGENT.** If (a) customer has placed Horse in Battaglia Farms Show/Sale Training and Conditioning Program, and Horse is sold; (b) Horse is sold as a result of activities by Battaglia Farms or any of its employees; or (c) Horse is otherwise sold to a person or entity for which Battaglia Farms or any of its employees is the procuring cause, then Customer shall pay Battaglia Farms 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 Battaglia Farms and any of its employees may serve as both an agent for Customer and as an agent for the purchaser of the Horse, and that Battaglia Farms may receive compensation from the purchaser for Battaglia Farms services in addition to the commission from the customer, Customer hereby knowingly and freely waives the right to take any other action with respect to such dual agency.
16. **DISCLAIMER OF AND LIMITATIONS TO BATTAGLIA FARMS' LIABILITY.** EXCEPT IN THE EVENT OF WILLFUL MISCONDUCT, ROBERT A. BATTAGLIA, BATTAGLIA FARMS AND ITS OWNERS, PARTNERS, PRINCIPALS, AGENTS, EMPLOYEES, VETERINARIANS, AND FARRIERS, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THERFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY HORSE DURING THE TIME HORSE IS IN THE CUSTODY OR CONTROL OF BATTAGLIA FARMS, OR FOR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH BOARDING, CONDITIONING, TRAINING, RACING, TRANSPORTING, SHOWING, MARKETING, OR PROVIDING, OF ANY OTHER SERVICES TO HORSE. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY WHICH CUSTOMER, ITS AGENTS OR EMPLOYEES OR ANY THIRD PARTY MAY RECEIVE WHILE ON BATTAGLIA FARMS' PREMISES, CUSTOMER FULLY UNDERSTANDS AND AGREES THAT BATTAGLIA FARMS HAS NO OBLIGATION TO PROVIDE FOR CUSTOMER'S BENEFIT ANY PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT, EQUINE MORTATITY, CARE, CUSTODY OR CONTROL INSURANCE ON HORSE, AND THAT ALL RISKS CONNECTED WITH THE BOARDING, CONDITIONING, TRAINING, RACING, TRANSPORTATION, SHOWING, MARKETING, OR PROVIDING OF ANY OTHER SERVICES TO HORSE ARE TO BE BORNE SOLELY BY CUSTOMER. **ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY, SHOWING AND FOR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY WAIVED BY CUSTOMER AND CUSTOMER HEREBY AGREES THAT ROBERT A. BATTAGLIA, BATTAGLIA FARMS, AND ITS EMPLOYEES, AGENTS, VETERINARIANS, ATTORNEYS, ACCOUNTANTS, FARRIERS, SUCCESSORS AND ASSIGNS, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTION COVERED BY THS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES ARISING FROM THE NON-PERFORMANCE OF OBLIGATIONS WHICH CUSTOMER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON BATTAGLIA FARMS PROMISES AND REPRESENTATIONS IN THIS AGREEMENT. IN NO EVENT SHALL CUSTOMER'S REMEDY FOR ANY LIABILITY OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THA AMOUNT OF THE FEES PAID HEREUNDER.**
17. **INDEMNIFICATION AND HOLD HARMLESS OF BATTAGLIA FARMS BY CUSTOMER.** With the exception that the following provisions of the Section shall in no event be construed 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 Robert A. Battaglia, Battaglia Farms, His/its employees, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, of and from: (a) any and all claims, demands, causes, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any damage or injury to a third person or persons or to the property of any third person or persons caused by Horse while it is in the care and custody of Robert A. Battaglia, Battaglia Farms, His/its employees, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them; and (b) any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or 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 or Robert A. Battaglia, Battaglia Farms, His/its employees, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them. At Customers own cost, expense and risk, Customer shall defend any and all suits, arbitrations or other proceedings that may be brought or instituted by third persons or by the legal owner of Horse (where Customer is not the legal owner) against Robert A. Battaglia, Battaglia Farms, his/its employees, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, for any and all in enforcing the indemnity granted in this Section. Robert A. Battaglia, Battaglia Farms, His/its employees, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, shall have the right to select his/its own counsel to defend any claim within the scope of this Section.
18. **ARBITRATION REQUIREMENT.**
 - a) The parties hereby agree to submit all controversies, claims and matters of difference to arbitration in the State of Arizona according to the rules and practices of the American Arbitration Association from time to time in force, except to the extent that such rules and practices 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 to 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 question exists. Arbitration may proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given 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 Arizona statute. All awards may be filed with the clerk of the state court in the county in which the principal office of the party against whom such award is rendered is located as a basis of judgment and of the issuance of execution for its collection and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered or his property.
 - b) The parties to any dispute hereunder shall have the right to engage in limited pre-hearing discovery as follows. Each party to said dispute shall be entitled to one (1) request for document production and shall be entitled to take the deposition, under oath, of each party to said dispute and any expert engaged by any adverse party to such dispute. Said discovery shall proceed pursuant to the provision of the Arizona Code of Civil Procedure governing discovery in civil litigation and all conditions and objections allowed under the rules of said Arizona Code of Civil Procedure shall be allowed with respect to such discovery. The arbitrators shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions, including attorney's fees and costs, to the same extent as a court of law or equity should the arbitrators determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification.

- c) The arbitrators shall apply Arizona law as though they were bound by applicable statutes and precedents in case law, and shall endeavor to decide the controversy as though they were judges in an Arizona court of law. The arbitrators shall have the power to issue any award, judgment, decree or order of relief that a court of law or equity could issue under Arizona law, including but not limited to money damages, specific performance, or injunctive relief; and for such purposes it is hereby expressly acknowledged and agreed that damages at law will be an inadequate remedy for a breach or threatened breach of any provision of this Agreement, it being the intention of this sentence to make clear the agreement of the parties hereto that the respective rights and obligations of the parties hereto hereunder shall be enforceable in any arbitration proceeding in accordance with principles of equity as well as of law. The arbitrators shall prepare a written decision that will be supported by written findings of fact and conclusions of law which adequately set forth the basis of their decision and which cite the statutes and precedents applied and relied upon in reaching their decision. The award, judgment, decree or order, and the findings of the arbitrators shall be final, conclusive and binding upon the parties hereto. The judgment upon the award and enforcement of any other judgment, decree or order of relief granted by the arbitrators may be entered or obtained in any court of competent jurisdiction upon the application of any party to the dispute.
- d) Any such dispute or controversy submitted to arbitration shall be decided by a panel of three (3) arbitrators selected by the parties to said dispute or controversy; provided however, that (i) no agent, attorney, employee, relative of any party, or other person who has a financial interest in said dispute may be appointed; (ii) each person so appointed to serve as an arbitrator shall have had at least five (5) years experience in the breeding, training, showing or purchase and sale of horses; and (iii) one (1) person selected shall be a practicing attorney experienced in some aspect of equine law. In the event that the parties to any such dispute or controversy cannot agree upon the selection of any one (1) or more of the arbitrators, then such arbitrator(s) shall be selected by the American Arbitrator Association of the Superior Court of Arizona, from a list of persons with the qualifications described above who are nominated by the parties to said dispute or controversy.

- 19. **WAIVER, AMENDMENT OR MODIFICATION.** No provisions of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing and signed by the party against whom the enforcement of such waiver, amendment or modification is sought. The failure of Battaglia Farms to enforce any of the provisions of the Agreement shall not be construed as a waiver of such provision or of the right of Battaglia Farms thereafter to enforce such provision.
- 20. **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 party to 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 the United States Post Office.
- 21. **ACKNOWLEDGMENT AND CONSENT TO PAYMENT OF COMMISSION.** Customer hereby acknowledges and consents to the payment by Battaglia Farms of commission to other persons or agents for his/her/its services as Battaglia Farms' agent in obtaining the purchase of a horse or any breeding provided herein.
- 22. **ENTIRE AGREEMENT.** The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as 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 evidence 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.
- 23. **SEVERABILITY.** All provisions of this Agreement prohibited by the law of any applicable jurisdiction shall, as to said jurisdiction, be ineffective to the extent of such prohibition without hereby invalidating any other provisions of the Agreement.
- 24. **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 attorneys' fees. In the event that Battaglia Farms engages the services of any attorney to enforce any provision of this Agreement, and Battaglia Farms is successful in so enforcing this Agreement, Customer shall pay to Battaglia Farms the reasonable attorney's fees and expenses incurred by Battaglia Farms by reason of such enforcement, whether or not suit or arbitration is brought.
- 25. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by and be construed in accordance with the laws of the state of Arizona. 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 herein above, the Superior Court of Arizona 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 hereby submit to the exclusive jurisdiction and venue of the highest court of Arizona, Maricopa County, Arizona.
- 26. **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 Battaglia Farms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written:

Signature		Signature	
Battaglia Farms (print name)		Signature	
Title	Date	Customer (print name)	Date

Receipt of copy of this Agreement and all attachments and exhibits is hereby acknowledged by Customer _____ (initials).