

TRAINING CONTRACT

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between Sunborn Stables/Julie Penshorn, hereinafter referred to as "Trainer" and _____, hereinafter referred to as "Owner," and if Owner is a minor, Owner's parent or guardian. Trainer agrees to accept Owner's horse _____, for training, and it is the plan and intention of the Owner to place this horse into training. It is understood and agreed that the events or purpose for which the horse as above-described is accepted for training are as follows:

1. Fees, Term, and Location. Owner shall pay the Trainer for professional services and board as described below, the fee of \$50 per ride per day, for training. Owner also shall pay board at the Farm's rate of \$450 for a stall and \$300 for paddock/pasture board per month. All fees shall be payable in advance, on the first day of each month. Owner is expected to know and pay the fees upon the first day of the month without receiving a bill, however, when horse shows are involved, or miscellaneous or unexpected expenses, owner will be billed in advance or following the event/show if he/she is not sure of the charges.

2. Payment of Invoices. Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from Trainer's possession until all expenses are paid in full. In the event payment is overdue by fifteen (15) days, Trainer shall be entitled to a lien against the horse and/or equipment stored upon Trainer's premises in the full amount due. Enforcement of said lien shall be at the discretion of Trainer who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State of Minnesota.

3. Veterinarian, Shoeing and Related Services. Owner has the primary responsibility for veterinary and farrier care for horse, but Trainer has permission to arrange veterinarian and farrier services as necessary and act on owner's behalf if owner does not wish to take these responsibilities. Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care unless Owner has requested another veterinarian and farrier be used. However, if they are unavailable, Trainer will engage his choice. All veterinarian, farrier and medicine expenses shall be paid by Owner. There is a fee of \$5.00 for catching your horse for vet or farrier and \$20.00 if the horse needs to be held or cared for beyond catching and putting away.

4. Training of Horse. The Trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. Trainer shall furnish all labor, including the services of assistant trainers. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. Customers with horses in training continue to pay their usual rate when/if trainer takes her 2 weeks of (annual) vacation. Trainer may hire assistant trainers to work horse, or decide it is better for the horse to have vacation as well. This clause only applies after horse has been in training for 6 months or more.

5. Showing of Horse. Trainer and Owner shall agree on a horse show schedule for said horse. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any and all lay-up charges in transit.

Trainer shall provide any necessary transportation to and from said shows at the rate of **\$1.75 cents per mile. Those trailering themselves do not pay this fee but since travel time is involved for trainer, they will still pay \$1.25 a mile for trainer's time (split accordingly with other riders on a per horse basis). In case you're curious, this results in a mathematical equation like this . $71xy + xy = \text{number of miles we are going} * \1.75 . Where y is the number of horses at each rate and x is the constant. So if 6 are going with 3 at \$1.25 and 3 at 1.75, it solves like this:**

$.71x(3) + x(3) = 1.75 \times \text{number of miles}$. Let's say 100

$.71x(3) + x(3) = 175$

$2.13x + 3x = 175$

$5.13x = 175$

$x = 34.11$

Those trailering themselves pay $34.11 \times .71 = \$24.21$ per horse, and those trailering with me pay \$34.11. This makes a total paid of \$1.75 per mile since $24.21 \times 3 = 72.63$ and $34.11 \times 3 = 102.33$.

If we are commuting to a nearby show and trainer is driving home each night, a fee of \$1.00 per mile will be split by all to cover all driving trips back and forth. The non-trailering back and forth trips are easier. This math looks like this: $x = \$1.00 \times \text{number of miles} / \text{number of participant horses}$.

Additionally, if overnight accommodations are needed, group will pay a surcharge of \$100 to trainer per night divided by number of people going.

Each ride by trainer at the show is \$65 over and above any training fees paid for the month.

Owner shall pay for Trainer's and Trainer's employee's expenses, costs of grooms and related expenditures incurred while away from the Farm. If other horses are going to the same show, shared expenses will be equally divided between horses. If Trainer brings a horse of her own to the show, that horse shall be considered another horse in training and Trainer will pay that horse's share of expenses.

Trainer will charge for schooling/coaching at a show at the rate of \$65.00 per day for the first ride of the day per student, and an additional \$25 for subsequent rides by the same student, no matter how many horses are involved. So if you ride two horses a total of 4 rides per day, you pay $\$65 + \$25 + 25 + 25$. That is \$140. This will be a little cheaper than last year's contract if you only ride 3 rides on 2 horses, otherwise it's the same.

Trainer has a minimum daily fee of \$250 (which includes any fees for lessons, coaching and riding, but not trailering) so if few people are going or few rides, please take this into consideration in your planning.

Schooling shows at our stable have special discount coaching rates, noted on the entry form for shows at the Farm. Coaching at schooling shows away from the stable may occasionally be offered at a discount rate, be sure to be informed by belonging to the Sunborn Stables yahoo group for email.

Massage at shows or at home \$60.00.

Owner shall receive all trophies and ribbons. Owner shall receive 50% of all money earnings. Prizes shall be the property of the Owner (except in cases where something else is prearranged).

Pre-show grooming is available at the rate of \$65 which includes a bath the day before the show, mane pulling and clipping. At the show, a fee of \$50 per day is charged if the owner is not there for show grooming, tack cleaning, stall cleaning, feeding and miscellaneous walking and other horse and equipment care as well as Trainer-care. (The Trainer's groom or horse's owner keeps track of show times and makes sure Trainer is appropriately prepared.) If the owner takes all grooming responsibilities, including all bathing and tack cleaning responsibilities, no grooming fees apply. If the owner takes part of these responsibilities, an adjusted fee applies which will be determined by the Trainer and Owner. These grooming fees do not cover braiding.

6. Death/sale/lameness/injury of Horse. If the horse becomes unfit to train, Trainer may, at her discretion, determine that training will be suspended or terminated. At such time, all fees are due and payable and this agreement is terminated. If a short term injury affects horse and it can not be actively trained, Trainer will employ Functional Electrical Stimulation (FES), massage and other healing therapies in lieu of riding the horse. Putting a horse up for sale constitutes providing 30 days notice to Trainer that horse will be leaving. When he leaves board/training fees will be prorated. If

Trainer's services are enlisted to sell said horse, the customary commission is 10% but Trainer may require a different arrangement. The details of sale responsibilities must be agreed upon. Making a video for sale of horse requires a great deal of additional work and will be charged for accordingly, with the usual fee being \$150.

7. Feed, Facilities, and Services. Trainer agrees to ensure that Farm provides adequate feed and facilities for normal and reasonable care required to maintain the health and wellbeing of the animals in training. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

8. Risk of Loss and Standard of Care. During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of Trainer, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Trainer's premises.

The Owner fully understands that Trainer does not carry insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Trainer are to be borne by the Owner.

The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

9. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases Trainer from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

10. Hold Harmless. Owner agrees to hold Trainer and assistant trainers harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Trainer. Trainer reserves the right to notify owner within seven (7) days of the horse's arrival if said horse, in Trainer's opinion, is dangerous, untrainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Owner shall remove said horse within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated.

11. Emergency Care. Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, Trainer is then authorized to secure emergency veterinary, and farrier care required for the health and wellbeing of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner.

Trainer shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other lifethreatening illness, unless Trainer is instructed herein by Owner or on Owner's Information Sheets, that the horse(s) is/are not surgical candidates.

12. Change of Address. Owner agrees to notify Trainer of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Trainer as to what party is authorized to make decisions in the Owner's place with regard to the health, wellbeing, and/or medical treatment of the horse(s).

13. Limitation of Actions. Any action or claim brought by Owner against Trainer for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

14. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Trainer of the negative Coggins test upon request.

15. Changes or Termination of This Agreement. It is agreed by the Parties that this Agreement may be changed or terminated by Trainer or Owner upon thirty (30) days notice, regardless of the rental or training period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Trainer's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Trainer.

16. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Trainer. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

17. Right of Lien. The Owner is given notice that Trainer has a right of lien as set forth in the laws of the State of Minnesota, for the amount due for the board and keep of such horse(s), and for training and lesson fees, also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, Trainer will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s.) In the event Trainer exercises Trainer's lien rights as abovedescribed for nonpayment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Trainer's representatives setting forth the material facts of the default and foreclosure as well as Trainer's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

18. Property in Storage on Trainer's Premises. Owner may store certain tack and equipment on the premises of Trainer at no additional charge to Owner. However, Trainer shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at the facility or taken to shows or clinics as same is stored at the Owner's risk.

19. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Trainer's stable, and shall be enforced and interpreted in accordance with the laws of said State.

20. Enforceability of Contract and Severability. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Owner's name _____ address _____

Phone _____ cell _____ email _____

Horse's insurance policy and number _____

Insurance contact/phone _____ desire colic surgery if recommended? yes no (circle one)

Owner's Signature _____ Date _____