

Silver Eagle Stable Equine Training Agreement

THIS AGREEMENT is made this _____ day of _____, 20____, by and between
_____ hereinafter referred to as “Trainer” and
Owner _____ (hereinafter “OWNER”)
Address _____
City _____ State _____ Zip Code _____
Phone Number(s) _____ Email _____

1. HORSE

This Agreement pertains to OWNER’S horse(s) more specifically identified as (collectively referred to as the “HORSE”):

Name of Horse _____ (hereinafter “HORSE”)
Breed _____ Registration Number _____
Date Foaled _____ Sex _____ Color _____
Unsoundness/Medical History _____

OWNER represents that he/she/it owns the HORSE, or has the right to possession of the HORSE. The terms and conditions set forth herein shall be applicable to each and every horse trained or cared for by TRAINER, regardless of whether each horse is identified in this Agreement or any other agreement. In the event the HORSE is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated as rates applicable to the time said of return. Owners will not bring to SES, any animal that is unhealthy, contagious or exposed to anything requiring quarantining - this protects everyone’s investment.

DESCRIBE WHAT GOALS ARE EXPECTED WITH THIS TRAINING:

Is this a Conditioning for Sale ? Yes _____ No _____

Check one of the following:

The horse has received:

No Training _____

Green Gentled _____

Gentled to Ride _____

Well Trained Just Needs Tuning Up _____

Has a problem with:

(explain) _____

_____ (saddling, bridling for example) etc.

Other needs _____

2. FEES AND TERMS

In consideration of OWNER'S selection of fees and services from the current fee schedule of TRAINER, TRAINER agrees to furnish training and care necessary for the training of the HORSE, commencing on the date of payment received. TRAINER reserves the right to raise fees upon thirty (30) days notice of any increase to the OWNER as mutually agreed upon. Payment shall be made in advance. OWNER agrees to pay Silver Eagle Stable payment for training. Subsequent payments are due and payable on or before the first (1st) day of each month that this Agreement is in effect. Any payment received after the fifth (5th) day of the month shall be subject to a twenty-five dollar (\$25.00) late fee. A \$35.00 fee will be assessed to any returned checks. If OWNER, instructs TRAINER to enter the horse at a show or event, once TRAINER enters the HORSE, OWNER is obligated to pay all entry fees, show fees, transportation expenses and other expenses, even if OWNER elects to not take the HORSE to the show or event. Bills for showing will be billed out after the show and payment is due upon receipt. TRAINER agrees to train the HORSE at the stables located at Silver Eagle Stable, 11506 Parkgate Dr, Nokesville VA 20181. If horse needs to travel elsewhere for training such as visiting a show for familiarization, owner gives permission and further releases trainer from any and all liability regarding travel trailering and further considerations while at the show.

Agreed Training Fee _____ per 30 Days

3. FEED, FACILITIES AND SERVICES PROVIDED

TRAINER agrees to provide _____ for OWNER. Additional lessons will be available at an additional charge. OWNER shall be responsible for all expenses related to additional or non-House feed, supplements or medications required for the HORSE. OWNER agrees to provide the necessary shoeing, worming, and veterinary care, for the HORSE as is reasonably necessary, at OWNER'S expense. OWNER and TRAINER acknowledges all agreements must coincide and do not supersede Boarding Agreement with Silver Eagle Stable. If boarding with SES, Stable agrees to provide hay, standard grain, a box stall, daily turnout and worming for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges and has inspected the facilities and finds same in safe and proper order.

4. EMERGENCY CARE

TRAINER agrees to employ reasonable attempts to contact OWNER, in the event of the HORSE'S medical emergency. If TRAINER is unable to contact OWNER, and if emergency care appears warranted in the reasonable opinion of TRAINER, TRAINER shall secure emergency veterinary and/or farrier care deemed reasonably necessary for the health and well-being of the HORSE. TRAINER assumes that OWNER desires surgical care for the HORSE, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless TRAINER is expressly instructed in writing by OWNER that surgical care is not desired for HORSE. OWNER agrees all costs of such care secured shall be paid by OWNER to veterinarian or if anything owed to BARN, then within fifteen (15) days from the date OWNER receives notice thereof, or TRAINER is authorized, as OWNER'S agent, to arrange direct billing to the OWNER.

5. LIMITAION OF LIABILITY AND INDEMNIFICATION

OWNER agrees to hold harmless and release TRAINER and its subsidiaries, affiliates, agents, servants and employees from any and all loss, damage or legal liability arising from any fault or negligence of TRAINER and/or TRAINER'S subsidiaries, affiliates, agents, servants or employees. OWNER agrees it will bring no claims, demands, actions, causes of action, and/or litigation against TRAINER and/or its subsidiaries, affiliates, agents, servants and employees related to the same. Further, TRAINER shall not be liable for any sickness, disease, estray, theft, death or injury that may be suffered by the HORSE while in TRAINER'S custody, nor for any other loss, damages or injury arising out of or connected with boarding or other services pursuant to this Agreement. TRAINER shall not be liable for any personal injury or disability which the OWNER, and their agents, representatives, family or guests may receive while on premises. OWNER agrees to indemnify and hold TRAINER harmless from any claim related to damages, illness, or injury whatsoever caused by the HORSE, or from any claim by OWNER, or his/her agents, representatives, family or guests arising from their presence on their premises, and agrees to pay all expenses and reasonable attorneys fees incurred by TRAINER in defending against such claims. OWNER acknowledges the

inherent risks associated with equine activities, and is willing and able to accept full responsibility for his/her own safety and welfare and releases the TRAINER, and any other equine owner or agent, from liability unless the TRAINER, equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions. OWNER also acknowledges that OWNER executes this Agreement on behalf of OWNER, as well as all of OWNER'S children, family members and guests. TRAINER shall not be responsible for theft, loss, damage, or disappearance of any tack or equipment, or other property stores on the premises, as same is stored at OWNER'S own risk.

6. DEFAULT/TERMINATION

Should OWNER become delinquent in fee payment, or otherwise breach any element of this Agreement, or violate any rule of TRAINER, and such actions continue uncured for ten (10) days after OWNER receives notice thereof, this Agreement shall be terminated by TRAINER at TRAINER'S sole option. OWNER or TRAINER agrees that thirty (30) days' written notice shall be given to the other party prior to the termination of this Agreement. It is also agreed that this Agreement may be changed by TRAINER upon fifteen (15) days notice and agreement by OWNER.

7. RELEASE

OWNER shall make arrangements with TRAINER for the HORSE'S release at least 48 hours in advance of said release. OWNER resumes all responsibility for, and releases TRAINER from, any responsibility or liability for the HORSE'S health, soundness, breeding condition, transportation and care. Should OWNER desire that TRAINER release the HORSE to any third party, OWNER must provide to TRAINER his or her detailed written consent and instructions for such release before TRAINER will give possession of the HORSE to the third party. All amounts due to TRAINER (and all service providers) from OWNER must be paid prior to OWNER'S removal of the HORSE from TRAINER.

8. MERGER, ENTIRE AGREEMENT AND SERVRABILITY

This Agreement contains the entire understanding of the parties concerning its subject matter and there is no oral or written promises or representations upon which OWNER is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by OWNER and TRAINER. The invalidity or enforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

9. APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES, LIMITATION OF ACTIONS

This agreement shall be construed and governed by the laws of the State of Virginia. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in the county in which TRAINER is located. In the event lawsuit is brought with respect to enforcing this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such action. Any action for claim brought against TRAINER related to this Agreement, or any loss due to negligence, must be brought within six (6) months of the date such loss occurs.

10. PRIOR TRAINING

List any prior training the horse has received:

Name of Facility _____

Name of Trainer _____

Type of Training _____

Was owner satisfied with training YES _____ NO _____

Explain briefly _____

Owner understands training will be _____ per month which **does** _____ **does not** _____ include Board.
Owner understands there is no guarantee on training, and that trainer will make every attempt to work with the horse by acceptable standards in the industry, and make every attempt to meet the goals listed above.

SIGNER STATEMENT OF AWARENESS I/WE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

OWNER Signature

Date

TRAINER Signature

Date