

Thiago Sobral Performance Horses

Training Agreement

This agreement is made this ____ day of _____, 20____, by and between Thiago Sobral Performance Horses (hereinafter "TRAINER"), and:

Owner(s): _____(hereinafter "OWNER")

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number(s): _____(Cell) _____(Home)

E-mail: _____

1. HORSE(S)

This Agreement pertains to OWNER'S HORSE(S) more specifically identified as (collectively referred to as the "HORSE"):

HORSE NUMBER 1

Registered Name: _____ (hereinafter "HORSE")

Barn Name: _____ Breed: _____

Registration Number: _____ Date Foaled: ____ / ____ / ____

Sex: Mare / Gelding / Stallion Color: _____

HORSE NUMBER 2

Registered Name: _____ (hereinafter "HORSE")

Barn Name: _____ Breed: _____

Registration Number: _____ Date Foaled: ____ / ____ / ____

Sex: Mare / Gelding / Stallion Color: _____

2. FEE AND TERM

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 arrival. TRAINER reserves the right to raise fees upon thirty (30) days notice of any increase to the OWNER.

Payment shall be made in advance. OWNER agrees to pay the TRAINER on delivery of HORSE, a prorated fee for remainder of the month the HORSE arrives, as well as one (1) full month in advance. Subsequent payment is due and payable on or before the first (1st) day of each month that this Agreement is in effect. A twenty five dollar (\$25.00) 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 pro-rated expenses, even if OWNER

elects to not to take the HORSE to the show or event. These fees may be waived by TRAINER, at TRAINERS sole discretion. OWNER must pay all aforementioned applicable fees prior to HORSE leaving training premises for show or event.

3. FEED, FACILITIES AND SERVICES PROVIDED

TRAINER agrees to provide training and care for normal and reasonable care required to maintain the health and wellbeing of the HORSE. OWNER shall be responsible for all expenses related to additional 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 will provide TRAINER with a post dated check for Farrier fees, made out to current Farrier. If payment for Farrier fees is not received by scheduled date, Farrier services will not be performed. Farrier services will be completed once payment is received. OWNER acknowledges OWNER has inspected facilities and finds them safe and in proper order.

4. SHOW FEES

Costs of Patronship, tack rooms and other group of show charges will be added together, averaged and the costs distributed evenly among all horses for each show. Show fees, show entries and transportation are billed in advance. OWNER agrees to pay TRAINER all show fees in full before show departure or OWNER'S horse(s) will not be taken to the show. OWNER should provide their own show equipment clearly marked with the owner or farm name. TRAINER is not responsible for loss, theft or damage to equipment, show clothes or other items of a personal nature.

5. VACCINATIONS

OWNER warrants that the HORSE is free of all communicable diseases upon delivery to TRAINER. On or prior to arrival, the OWNER shall provide a record of HORSE'S current vaccination for required vaccinations, a negative Coggins test performed within six (6) months prior to arrival and the HORSE'S hauling card. If the HORSE arrives without and required records, TRAINER may elect to decline acceptance of the HORSE or provide the vaccinations and tests at OWNER'S expense.

6. 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 wellbeing 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 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.

7. INSURANCE

OWNER understands that it is OWNER'S sole responsibility to insure the HORSE. If OWNER elects not to insure the HORSE, OWNER fully understands that TRAINER does not carry insurance on HORSE, that the HORSE is not covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risk connected with training or any other reason for which the HORSE is in the possession of and on the premises of TRAINER, are to be born by OWNER.

8. LIMITATION 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 be no claims, demands, actions, cause 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, stray, theft, death or injury that may be

suffered by the HORSE while in the 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 for 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 attorney 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, damage, or disappearance of any tack or equipment, or other property, or other properties stores on the premises, as same as stored at OWNER'S own risk.

9. DEFAULT / DETERMINATION

Should OWNER become delinquent in fee payment, or otherwise breach any element of this Agreement, or violate any role of TRAINER, and such actions continued uncured for ten (10) days after OWNER receives notice thereof this Agreement shall be terminated by TRAINER at TRAINER'S sole option, and OWNER must remove the HORSE within ten (10) days receipt of notice of termination of this Agreement by TRAINER. OWNER and TRAINER agrees that thirty (30) days written notice shall be given to the other party prior to the termination to this Agreement. It is also agreed that this Agreement may be changed by TRAINER upon receipt of thirty (30) day notice from OWNER. If above mentioned thirty (30) day notice is not given, all fees paid by OWNER to TRAINER for current month's services, will not be refunded.

10. 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. OWNER is responsible for the entire month of training fees regardless of when HORSE is picked up during the month. **All amounts due to TRAINER (and all service providers) from OWNER must be paid prior to OWNER'S removal of the HORSE from the TRAINER.**

11. RIGHT OF LIEN

TRAINER has the right of lien as set forth by the laws of The State of TEXAS, for the amount due for the board and upkeep of the HORSE, and for any services provided by TRAINER to HORSE. TRAINER shall have the right, without process of law, to retain the HORSE and other property until the amount of said indebtedness is discharged. TRAINER will not be obligated to retain and/or maintain the HORSE in question in the event the amount of the bill exceeds the anticipated unregistered value of the HORSE. In the event TRAINER exercise its lien rights as above described for non-payment, this Agreement shall constitute a Bill Of Sale and authorization to process transfer applications for any breed registration as may be applicable to said HORSE upon affidavit by TRAINER'S by representative setting for 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 handled by an attorney, OWNER agrees to pay all attorney fees, costs and other related expenses.

12. MERGER, ENTIRE AGREEMENT AND SERVABILITY

This Agreement contains the entire understanding of the parties containing 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 in writing executed by OWNER and TRAINER. The invalidity or unforceability of any term of the Agreement shall not affect the validity and enforceability of any other term.

13. APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY’S FEES, LIMATION OF ACTIONS

This Agreement shall be construed and governed by the laws of The State of Texas. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in the county in which the 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 one (1) year of the date such loss occurs.

SIGNER STATEMNT OF AWARENESS

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

_____	_____	_____/_____/_____
OWNER(S) Signature	OWNER(S) Signature	Date
_____	_____	
OWNER(S) Printed Name	OWNER(S) Printed Name	