

Dream Meadow 2020 Training agreement

This Agreement is entered into on _____, 2020, between Dream Meadow Showhorses (Melinda Corigliano) ("Trainer"), and _____ ("Owner") who hereby acknowledges and represents that he/she is the lawful Owner of the horse known as _____, registered with the _____ per Registration Number(s) _____.

1. Purpose. Owner wishes to retain the services of Trainer to board, train and condition Owner's horse. Training shall consist of training, conditioning and exercising Owner's horse, and at Trainer's discretion, instructing Owner about effective riding techniques where appropriate. It is agreed that the type of training and conditioning to be provided by Trainer shall be as agreed upon between Owner and Trainer, and in the event of disagreement, Trainer's discretion shall control.

2. Compensation. Owner agrees to pay Trainer (check applicable):
\$750 Monthly for Halter ___ \$800 saddle ___ \$900 colt starting (no less than 60 days)
If owner's horse is on lay up, care shall be at the rate of
\$ 400 per month Additional fees that may be charged under the terms of this contract (per specific agreement between owner and trainer) are listed on the attached fee schedule, which must be independently signed by owner if additional services are requested.

Such amount shall be due and payable by Owner on or before the 5th day of each month in which services are to be provided. Any amounts which are not paid as of the 5th day of the month, shall be charged a \$50 late fee. Monthly Training fees shall be subject to increase at the sole discretion of Trainer, so long as Owner is given thirty (30) days advance notice.

3. Default and Lien. Owner shall be in default under the terms of this Agreement if all amounts due to Trainer are not paid as of the thirtieth (30th) day of such month ("Date of Default"). Pursuant to Washington law, a Trainer's Lien shall attach to Owner's horse in favor of Trainer as of the Date of Default. (RCW 60.56). Trainer shall be authorized to retain possession of Owner's horse until amounts due by Owner, with interest, are paid. Within one hundred and eighty (180) days of the attachment of Trainer's Lien, it is agreed that Trainer may enforce such lien according to Washington's Agister Lien statute (RCW 60.56) and the laws of the state of Washington.

4. Veterinary Care/Horse Shoeing. Trainer shall notify Owner of any injury or illness to its horse as soon as it is practical after the problem is discovered. Trainer may, at his/her discretion, arrange for veterinary or alternative equine health care by qualified practitioners for Owner's horse. Owner agrees to pay on a timely basis, all such expenses. Trainer may administer medications to Owner's horse. Owner waives all potential claims and agrees to indemnify and hold Trainer harmless if, as a result of Trainer's administration of medication, Owner's horse dies or is injured. Owner shall be responsible for paying to have his/her horse shod

by a farrier of Trainer's choosing. Payment for farrier care is due no later than 24 hours prior to appointment. Failure to provide payment within that time will result in cancellation of farrier appointment

5. Riding Gear and Tack. Owner acknowledges that he/she is hereby advised by Trainer to purchase and wear a well-fitted helmet, hard-hat, or similar protective headgear fastened securely under the chin while working around or riding horses. Owner further acknowledges that he/she is hereby advised by Trainer to always wear hard-soled, fully enclosed shoes or boots and socks to protect feet, and long pants to protect legs while working around or riding horses. Trainer agrees to advise Owner on the use of reasonable tack and equipment for his/her horse. Owner bears sole responsibility for his/her ultimate choice of tack and equipment, and for the security of such items. Trainer shall not be liable for Owner's loss of tack or equipment, and does not agree to provide storage for same on Trainer's premises.

6. Liability for Personal Injury. Owner has been advised by Trainer of the dangers inherent to all persons who ride, or work around horses, animals, or other livestock. Hereafter, and for valuable consideration, Owner agrees to release, discharge, and hold Trainer harmless from any and all liability, or causes of action arising out of incidents which may result in bodily injury, death, or property damage to Owner, or Owner's guests, family members, or tack or equipment.

7. Liability for Horse or Property Damage. Owner acknowledges that Trainer has advised him/her that it is possible that injury may occur to Owner's horse within the context of training and exercise provided by Trainer. Owner agrees to release, discharge, and hold Trainer harmless from any damages arising out of injuries suffered to Owner's horse while such horse is/are under Trainer's control. Trainer shall not be liable for injuries or damages arising out of the boarding, feeding or care provided Owner's horse, including losses caused by fire, theft, running away, or other injury, except where such loss is solely due to the intentional and wrongful act(s) of Trainer. Owner shall be solely liable for all actions of its horse at any time during the term of this Agreement. Owner agrees to indemnify and hold Trainer harmless from all damages sustained or suffered by Trainer's facilities or property, or damages suffered by persons due to actions of Owner or Owner's horse.

8. Insurance. Trainer shall not be required to obtain liability insurance which provides coverage for Owner, Owner's horse or Owner's tack and equipment while same are on Trainer's premises. If Owner desires such insurance coverage, it shall be his or her independent responsibility to obtain it.

9. Termination. Trainer and Owner agree that this Agreement shall be terminable at the choice of either party upon written or oral notification by one to the other. All monies due and owing to Trainer at the time of such termination shall be paid as of the date of termination. If Owner's fees due and owing to Trainer at the time of termination are not paid, the lien provisions at paragraph 4 above shall apply. Notice of Termination or lien actions under the Agreement shall be deemed to have been received by Owner so long as Trainer mails same by regular mail to Owner's address as listed below.

10. Terms Binding on Heirs and Successors. All terms and conditions of this Agreement shall be binding on the heirs, administrators, successors, and assigns of Owner and Trainer.

11. Merger Clause/Attorneys Fees. Trainer and Owner agree that all terms and conditions governing this Agreement are provided for herein, and that

there are no separate oral agreements, which shall affect the terms of this Agreement. Any amendments to this Agreement must be in writing, and signed and dated by Trainer and Owner. Legal actions which may be required to enforce any aspect of this Agreement shall occur under Washington law in Spokane County, Washington District or Superior Court. Notice or Service of Process in connection with any legal action arising under the terms of this agreement shall be deemed received so long as either party mails such notice by regular U.S. mail to the other party's address as listed herein. All costs and attorney fees incurred as the result of any lien foreclosure actions arising under this Agreement shall be paid by the Owner. Costs and attorney fees, which are incurred as the result of any other dispute arising under this Agreement shall be paid by the non-prevailing party

Signed this day _____ Of _____ 2020__

Dream Meadow Training
Melinda Corigliano

Owner

Client agreement

1. All horses on the property are to be treated with humane care. By signing below you understand that failure to do so will result in breach of contract and you will be asked to leave and forfeit training and board fees paid.
2. Horses without prior training will not be accepted for a period of less than 60 days.
3. You are asked to provide a storage tote and grain for your horse. When you run out of grain it needs to be replaced within 48 hours or it will be purchased for you at \$30 a bag. Average is 4 bags a month. We suggest Ultium by Purina. For horse care please provide , halter, nylon leadrope , tail bag or vet wrap. Leg care - Classic equine Legacy , smb Elite or SMB 3 protection boots in proper size for your horse. Blanket for winter and Fleece Cooler. Show Horses Competing will need show sheet and sleazy for shows.
4. All farrier and vet payments need to be at the facility 24 hours prior to appointments. Failure to do so will result in a \$10 fee . and cancellation of appointment
5. Lessons must be made in advance and must be kept within a 1 hour time frame. Owners are expected to be tacked up and ready for lesson on time. Lessons are for the horse in training and that horses owner. If you need to cancel lessons please give 8 hours notice or you may be charged a \$25 fee.
- 6 . Re .horse shows
 - a) Your entry needs to be confirmed 1 week prior to deadline for entries. There will be a sign up sheet in the barn. If you are signed up and cannot make it for some reason either someone will show your horse in the show for you or the horse can stay at the barn. The show and hauling fees will still be due unless your spot can be filled.
 - b) All Clients are expected to help with set up and take down of ready rooms , decorations and stalls. Please write your name on your ribbons!
 - c) All clients are to be treated with respect . Please view your fellow barn members as team mates. Horse shows can be stressful but poor sportsmanship WILL NOT BE TOLERATED!!!. It is expected though not mandatory that you cheer on your barn. Remember your horse is your teammate as well.

Client Signature _____