



TRACY REINING HORSES, LLC. TRAINING AGREEMENT

(one horse per form)

Tracy Reining Horses, LLC. (hereinafter "TRH") enters into this Agreement with the undersigned individual(s) as owners, lessors, lessees, or client (hereinafter "Client")

1. CLIENT. () OWNER () LESSEE

Name: _____

Address: _____

Phone: _____ (Home) _____ (Business)
_____ (Emergency) _____ (Emergency contact name)

E-mail: _____

TRH and the undersigned Client agree to the following, which are addressed more fully below.

2. EFFECTIVE DATE. This Agreement becomes effective from the first of the month of its execution and hereafter on a month-to-month basis. The Client cannot assign this Agreement unless TRH agrees in writing.

3. HORSE(S). The Client represents it is the owner, lessee or user of the following horse, the condition of which is warranted as described in this paragraph. Any foals brought in with the horse, or in gestation or born during the boarding, shall be, for all purposes, inducted within the term horse as used herein:

Name _____ Age/Gender _____

Breed _____ Registration # _____

Owners Name _____

Address _____ Phone _____

Lien Holder's Name _____

Address _____ Phone _____

4. STABLING. Horse shall be boarded at 3401 Meining Road, Berthoud CO, 80537, or at such other facilities as determined by TRH. Client shall be responsible for the payment of all boarding fees which shall be made directly to TRH, if the horse must be transported to/from the boarding facility pursuant to this agreement, the cost and risk of said transport shall be borne by Client.

5. WARRANTIES BY CLIENT. The Client warrants the horse is in good health and condition, and does not suffer from any communicable diseases. The horse is warranted to be effectively dewormed and current on immunizations. TRH will attend to ordering the anthelmintic and immunization care, for which Client will be billed, and shall pay. TRH will require a vet health certificate, deworming and immunization report, and a negative Coggins test.

6. FEES/COMMISSION. A copy of TRH's most current Fee Schedule has been or will be presented to the Client and by this reference herein is incorporated. TRH reserves the right to change or alter the services and charges upon thirty(30) day notice to the Client. **Any horses sold while under TRH's care will pay a ten(10%) percent sales commission.**

7. BILLING TRH will provide monthly billing statements to the person indicated in Section 1, specifying all charges for the month and Client agrees to pay billings as they are received. Monthly charges are due within ten (10) days of the statement date. A late charge of twenty-five dollars (\$25.00) will be assessed for payments not received ten (10) days after the statement date and on a returned checks.

8. DELINQUENCY IN PAYMENT In the event of delinquency in the payment of any charges under this agreement, in addition to any other remedies available to TRH, in law or in equity, including the right to terminate this Agreement, TRH may charge Client interest at the rate of one (1%) percent per month on any balance which is delinquent by more than thirty (30) days. In addition, if charges are not timely paid, TRH shall have a lien on the horse in the amount of the unpaid charges, and be entitled to sell the horse. In the event the foreclosure proceedings do not secure a price sufficient to pay all costs and charges, the Client shall be liable for the difference. In the event that TRH acquires the service of an attorney for the collection of outstanding charges or any other breach of the Agreement, Client expressly agrees to pay the costs and attorney's fees incurred as a result thereof.

9. FARRIER, VETERINARY AND OTHER MEDICAL SERVICES. Client will pay all costs and charges of farriers, veterinarians and other medical services that may be incurred for the horse indicated in Section 3 while in TRH's care or in transport, whether or not the services were incurred at the direction of TRH, as agent for the Client. If for any reason TRH should pay for such services, the Client shall immediately reimburse TRH. In the event that the horse shall, in the judgment of TRH or it's staff, require the services of a veterinarian, TRH is hereby authorized, as agent for the Client, to call any veterinarian of TRH's choice, which Client will pay, or reimburse TRH therefore. In the event that veterinary treatment is obtained for Client's horse, TRH shall not be responsible for any consequences of any such aid or treatment or lack thereof. TRH, as Client's agent shall cause that horse to be kept current in worming and immunization and cause the horse's hoofs to be trimmed and/or shod on a regular basis for which the client will be billed directly by the farrier or veterinarian, but, provided should TRH pay such bill, the Client immediately will reimburse TRH.

10. MORTALITY AND MEDICAL INSURANCE. Client fully understands that risks of injury to the horse or loss of property are connected with training, conditioning, storage of personal property., etc., and such risks are to be borne by the Client and if the client desires any insurance coverage For such risks, including, but not limited to: major medical; surgical; or, mortality, it is the responsibility of the Client to acquire such insurance. Client waives its insurers right of sublitigation against TRH.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION. Client acknowledges that the care, training, transportation and showing of horses involves an inherent risk of injury, disease and death to both the horses and people participating in these activities. TRH prides itself on providing the best possible care for their client's horses, but losses can occur despite the best of intentions. Therefore, customer agrees that TRH, its Affiliates, Representatives, Officers, Directors, Agents, Contractors, and employees (hereby collectively called Tracy Reining Horses) SHALL NOT BE LIABLE for any sickness, disease, estray, theft, injury or death that may be suffered by any horse while in their custody nor for any loss, damages, or injury arising out of or connected with breeding, boarding, conditioning, training, or any other services pursuant to this contract. Client fully understands, authorizes and assumes the special risk inherent in conditioning, training, swimming, breeding, and transporting horses, and acknowledges that mortality and other insurance is customer's sole responsibility and remedy for any loss. In no event shall client's remedy exceed the amount paid for the service complained of. TRH shall also not be liable for any personal injury, disability, or death which the client or his agent, representatives or family may receive while on TRH premises or participating in any show or event off of the premises. Client agrees to pay all expenses and attorney's fees incurred in defending any claims made against TRH for any loss covered by this paragraph.

12. PERSONAL PROPERTY. TRH is not responsible for lost or stolen items.

13. REMOVAL OF HORSE. Client shall make arrangements with TRH prior to the horse's removal from TRH's care. Client shall have paid all charges owing under this Agreement before the horse may be removed. Client is responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining necessary blood tests, vaccinations, and health certificates.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

15. SUCCESSORS. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

16. ATTORNEY'S FEES. The prevailing party shall be entitled to an award of attorney's fees by a Court in any proceeding to enforce or defend their respective rights under this Agreement.

17. TERMINATION. Either party shall have the right to Terminate this Agreement, without cause, by giving at least thirty (30) days written notice to the other. Provided, however, TRH may terminate this Agreement in the exercise of its reasonable judgment for failure of the Client to follow the terms of this Agreement.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings; oral or written, between the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____

Tracy Reining Horses, LLC.

Owner/Operator: _____ Date: _____

www.tracyreininghorses.com
hollytracy11@me.com