

Farm Star Equine Services
Training Contract

Professional equine training agreement is made as of _____, 20____
between Rachel Cleary ("Trainer") and _____
(Client).

1. **Purpose of Agreement.** Trainer is a professional equine trainer and client wishes for trainer to provide training and related services for one or more of clients horses.
2. **Horse.** This Agreement will apply to the horse described ("Horse").
 - 2.1. **Horse's physical condition and behavioral history.** Horse's, physical condition, and behavioral history, special needs can be filled out in "Horse description".
 - 2.2. **Horse Ownership.** Check one.
 - 2.2.1. ___ Client is sole lawful and registered owner of Horse.
 - 2.2.2. ___ Client represents and warrants that Client has full authority from the Horse's lawful and registered owner(s), via a valid written lease agreement or other similar documentation, to enter into agreements with Trainer regarding the Horse. Upon request, Client shall provide Trainer with a copy of such documentation.
3. **Clients Representations and Warranties.** Client makes each of the following representations and warranties on behalf of client and clients guardians, heirs, assigns and legal representatives (collectively "The Client Parties").
 - (a) Client is at least 18 years of age and has the requisite authority to enter in this agreement upon behalf of the Client Parties.
 - (b) Client does not have any physical or mental conditions that may prevent client from safely participating in horse related activities, including mounting, dismounting, riding, leading grooming, or otherwise, being around horses and other large animals.
 - (c) Client is not under the influence of alcohol or drugs at the time Client enters into this agreement, no will Client be under the influence of alcohol or drugs, when present at Trainers facility or participating in any horse related event during the term of this Agreement.
4. **Training Services.** Prior to beginning training Trainer will meet with Client to discuss Clients goals for each horse and then develop a training program designed to work towards such goals. Trainer will continue to discuss the training program with Client from time to time and will make adjustments as indicated throughout the term of this agreement.
5. **Trainer Offers no Warranty.** Client understands that Trainer offers no guarantee or warranty of any kind regarding Trainer services. In particular Client understands that while Trainer will develop a training program for Horse designed to meet Clients goals. Trainer can offer no guarantee that Client's goals will be met within the time the Client would like, or at all. Each horse is an individual, and will progress at its own rate according to its own talents and limitations.
6. **Additional Services.** Client agrees to pay for any additional services provided to Horses and/or Client during the term of this agreement at the rate set forth in attachment.
7. **Payment Terms.**
 - 7.1. **Payment Due Dates.** Due dates for payment shall be as set forth in the invoice attachment, describing the item or service and it's price.
 - 7.2. **Late Payment.** Any payments not received within seven days of the applicable due date shall be considered late. Payment must be paid in full to be considered timely.
 - 7.3. **Penalty for Late Payment.** If payment is late Client will owe a late fee of \$50 for each such late payment.
 - 7.4. **Penalty for Dishonored Payment Instruments.** If any check or other payment instrument issued by or on behalf of Client is dishonored for any reason, Client must immediately pay cash in the amount of the payment instrument plus any bank charges that the payee may incurred as a result of the dishonored payment instrument.

7.5. Trainers Lien on Horse. Client understands and agrees that Trainer has a general lien on Horse for amounts due to Trainer under this agreement. Accordingly, Client may not remove Horse from Trainer's possession until all amounts due under this Agreement are paid in full.

8. Insurance. Trainer recommends that Client obtain mortality, major medical and loss of use insurance on horse. Obtaining and maintaining such insurance is Clients sole responsibility. It is also Client's sole responsibility to seek any pre-authorizations for treatment required by Client's insurer and to otherwise provide any information or documentation that Client's insurer may require. Further Client shall be solely responsible for managing any claims submitted to Client's insurer, including the submission of information and documentation necessary or advisable for Client's insurer to process such claims.

9. Property Damage. Client agrees that Client will pay for any property damage caused by Client, Horse, or Client's guests, except for damage that is normal wear and tear.

10. Term and Termination Agreement. Client and Trainer agree that the term of this agreement will be (check one).

10.1. Term.

___ month to month beginning on _____, 20__.

___ for a fixed term beginning on _____, 20__.

___ other: _____.

10.2.Extension of Term. Client and Trainer may mutually agreed to extend the training.

10.3.Termination for Any Reason. Client and Trainer have the right to terminate this Agreement prior to the end of the term of this Agreement for any reason, except as specified in section 10.4. The terminating party must provide seven days written notice to the other party.

10.4. Termination For Cause. Client understands and agrees that if Trainer determines and is Trainers sole discretion that Client has materially breach this Agreement Trainer may terminate this Agreement for cause upon seven days written notice to Client. Client also understands and agrees that personality match and many other subjects of factors are important to a horse training relationship. Likewise Client understands that safety is a paramount concern therefore, if Trainer determines at any time and at his or her sole discretion that horse possesses a danger to Client, Trainer, or others, or that horse and/ or Client are not a good fit for Trainer's program Trainer, my terminate the Agreement or cause pursuant to the section.

10.5. Trainers, Lien, and Removal of Horse upon Termination. Client understands and agrees that all amounts due pursuant to this Agreement must be paid in full before Client will be able to remove Horse from Trainer's possession. If, on the seventh day after the termination date of this Agreement, Horse is still in Trainer's possession, Horse will automatically become the property of Trainer and Client agrees to forfeit Client's interest in Horse, regardless of Horse's value. Accordingly, Trainer may sell, transfer, give away or otherwise dispose of Horse without further notice to or permission from Client, and Trainer may retain any and all proceeds to apply against amounts owing to Trainer from Client as compensation for administering the sale, transfer, donation, or disposition of Horse. Client agrees to take such steps as may be necessary to transfer title of Horse to Trainer, including execution of registry, transfer forms and delivery of original registration papers to Trainer. Client agrees that Trainer has no obligation to notify Client of the Horse's presence at Trainers facility or otherwise notify Client before a Horse becomes a property of Trainer. Any notifications from Client to Trainer, will have no effect on the operation of this section, unless Trainer agrees to any modifications in accordance with the section. To the extent that any law or regulation, may provide for rights and duties beyond those set forth in the section, the parties agree to waive such rights and duties, and agree that this section will control.

10.6.Removal of Client's Personal Property upon Termination. Client must remove all of Client's personal property from Trainer's possession upon termination of this

Agreement. Items remaining in Trainer's possession following termination of this Agreement will be subject to a storage fee. On the seventh day after the termination date of this Agreement, all personal property of Client remaining in Trainer's possession will automatically become the property of Trainer and Client agrees to forfeit Client's interest in such property regardless of the value of such property. Accordingly, Trainer may sell, transfer giveaway or otherwise dispose of such property without further notice to or permission from Client and Trainer may retain any and all proceeds to apply against amounts owing to Trainer from Client and as compensation for administering the sale, transfer, donation or disposition of such property. Client agrees to take such steps as may be necessary to transfer title to such personal property to Trainer. Client agrees that Trainer has no obligation to notify Client of the presence of Client's personal property at Trainer's facility or otherwise notify Client before such personal property becomes a property of Trainer. Any notifications from Client to Trainer will have no effect on the operation of this section unless Trainer agrees to any modifications in accordance with this to the extent that any law or regulation, may provide for rights and duties beyond those set forth in this section. The parties agree to wave such rights and duties, and agree that this section will control.

10.7. Costs incurred, Following Termination. If Horse remains in Trainer's possession, following termination, Client understands, although Trainer will discontinue training Horse, Client will continue to incur board fees and other expenses as set forth in this Agreement. All such amounts must be paid in full before Client will be permitted to remove Horse from Trainer's possession. Similarly all personal property of Client remaining in Trainer's possession following termination of this Agreement will continue to incur storage fees, and all such fees must be paid in full prior to Client, taking possession of such personal property.

11. Limitation of Liability, Assumption of Risks, and Hold Harmless and Indemnification Agreement.

11.1. Safe Behavior around Horses. To help prevent injuries and or death, Client agrees to follow carefully all instructions given to Client by Trainer or Trainer's employees regarding Horse behavior and handling. Client agrees to follow carefully all barn rules and use tack and other equipment only as directed by Trainer or Trainer's employees.

11.2. Safe Riding Attire. Client agrees to wear heeled boots and long pants. Trainer requires any rider under 18 years old and strongly recommends riders over 18 to wear an ASTM/SEI certified riding helmet fastened securely under the chin while riding. If Client does not wear these items, Client assumes the increased risk of injury or death associated with Client failing to wear such protective attire. Client agrees that Trainer has no duty to provide safety attire for Client.

11.3. Risk of Loss or Injury to Horse. Client understands that putting Horse in any training program is inherently risky. For example, in common areas such as arenas, tie rack, wash racks, other horses could bite, kick, run into or otherwise injure Horse. Horse may lose weight and suffer muscle strain, or other stress, or labor induced injuries. Horse may be allergic to feed or bedding materials, and it may catch diseases or other contagious conditions from other horses. Farm machinery, traffic, or other hazards, may spook Horse. Horse may become cast or otherwise become injured in stalls, paddocks and pastures. In wet or cold weather in the facilities were activities, take place, pursuant to this Agreement, including paddocks, round pens, and arenas may become muddy or slippery injuring horse. The facilities were activities take place, pursuant to this agreement, may contain defects, for example, footing at such facilities, including round, pen, paddock, and arena footing can contain holes, rocks, and uneven portions or otherwise be unpredictable. As with any equine facility there's always a risk of fire or theft. Each Horse is an individual and accordingly, Horse may react unexpectedly to Trainer's training, methods, causing injury or loss of a Horse. Client understands and expressly assumes all risks of putting Horse in training, including the risk that the

Trainer and/or Trainer's shareholders, officers, directors, members, managers, employees, agents, contractors, and family members (collectively the "trainer parties") may be negligent. Accordingly Client agrees to hold the Trainer Parties harmless for loss or injury to horse.

11.4. Risk of Injury or Death to Client. Client expressly assumes all risks of engaging in horse related activities pursuant to this Agreement, including the risks that the Trainer Parties may be negligent. Accordingly, Client agrees upon behalf of him or herself, his or her heirs, guardians and legal representatives (collectively the " Client Parties"), not to sue the Trainer Parties or otherwise make a claim against such parties in connection with any injury or death occurring in connection with this Agreement.

12. Governing law and Venue. This Agreement shall be governed by the laws of Indiana. The Parties hereby agree that any legal action under the Agreement must be brought in Montgomery County, Indiana.

Horse Description:

Reg name and No: _____

Barn Name: _____

Age: _____

Gender: _____

Color: _____

Tattoos/brands/chip: _____

Is Horse Insured: _____

Insurance Company: _____

Name of Insurer: _____ Policy No: _____

Insurance Telephone No: _____

Health Issues/Special Needs: _____

Client Contact Info:

Name: _____

Address: _____

Phone: _____

Email: _____

By Signing below Client Agrees to terms of this Agreement.

Signature: _____

Date: _____

