



TRAINING CONTRACT

This equine service contract dated the _____ day of _____, _____ is
Made and entered into between **Garlands** (hereafter, "Farm") and Client:

Name **SSN**

Address **City/State/Zip**

(____) _____ (____) _____ (____) _____
Home Phone **Work Phone** **Cell Phone**

(____) _____ _____

Fax **Email Address**

Emergency Contact Name & Phone Number

1. Horse: This contract pertains to the following horse(s) (hereafter, "horse(s)"): _____

Name of Horse **Registration #**

DOB **Color** **Sex** **Breed**

Name of Horse **Registration #**

DOB **Color** **Sex** **Breed**

Insurance Co. **Policy #**

(____) _____
Insurance Co. Phone Number



2. Ownership of Horse: (choose one)

| | | |
|---|------------|-----------|
| Has full title and registration (copy attached) | YES | NO |
| Leases the horse (copy attached) | YES | NO |
| Manages horse (copy of agreement) | YES | NO |
| Purchased horse on installment contract With full payment due ____ / ____ / ____ | YES | NO |
| Title and registration currently held by: | | |

NAME

Address **City/State/Zip**

(____) _____
Phone

3. Care and Maintenance: The Farm will provide reasonable conditions and facilities, proper feed, sufficient water and adequate shelter as required; in a manner consistent with good horsemanship in the state of Virginia, during the term of this contract. If Client's horse has special requirements, they are to be fully detailed in the attached Horse Information Sheet.

4. Vaccinations/Health: Client warrants that the horse is free from all communicable diseases upon delivery to the Farm. On or prior to arrival at the Farm, Client shall provide a record of current vaccinations for the following: Equine Influenza, Rhinopneumonitis, Tetanus, Eastern/Western Encephalitis, Strangles (Strep), Rabies, **Potomac Horse Fever and West Nile Virus**. A current negative coggins will also be provided upon arrival. If the horse arrives without record of such vaccinations, the Farm may, at its option, either not accept the horse or will provide vaccinations and any necessary tests at the Client's expense. Client warrants that to the best of their knowledge the horse is free from any condition that could adversely affect their ability to receive the full benefit of the service program selected.

5. Veterinary Care: The Farm is authorized to maintain and provide vaccinations, deworming and other veterinary needs, including emergency surgery, at its discretion, and at client's expense. Veterinary expenses will be billed directly to the client by the farm veterinarian (Virginia Equine Clinic).

6. Farrier Care: The Farm is authorized to maintain and provide necessary farrier care, including shoeing, trimming and any corrective work, at its discretion, and at client's expense. Farrier expenses will be billed to the client by the Farm.

7. Use of Facilities: Client is not entitled to use any of the Farm's facilities or equipment without the prior consent of the Farm.



-3-

8. Sale Commission: In the event the horse is sold while at the Farm, or in a service program at the Farm, Client agrees to pay the Farm a commission equal to 15% (percent) of the sales price. Sales price is defined as the sales price less any sales tax. The Farm is authorized to market the horse at a price of \$

9. Billings: The Farm will bill each client a month in advance for service program fees. There will be \$50 assessed on invoices not paid by the first of the month. Any balance unpaid for more than 30 (thirty) days shall also be charged interest at the rate of 1 ½% (percent) monthly in addition to the \$50 penalty. If Client fails to pay any amount due under this contract for more than 30 (thirty) days, the Farm may, at its discretion, immediately cease the service program and accelerate all amounts due under this contract option upon 10 (ten) day written notice to Client. All service program fees are subject to change upon 30 (thirty) days prior written notice to Client. Service program fees are described in the fee schedule.

10. Release of Horse: Client agrees that all outstanding balances due for board, training, veterinarian care, farrier work and other fees, charges and expenses incurred pursuant to this contract shall be paid prior to Farm releasing the horse. Client shall make arrangements with Farm for the horse's release at least 5 (five) days in advance. If Client fails to do so, Client will be responsible for all fees (including training); a) for the balance of the current month if notification is made before the 20th of the current month or, b) the balance of the current month and the next full month if notification is made on or after the 20th of the current month. Client is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates. Upon commencement of loading of the horse for shipping or transport, Client agrees to assume full responsibility and liability for the horse's health, soundness, transportation and care.

11. Acceptance of Horse: This contract is not effective until approved and executed by the Farm, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Client's expense.

12. Assignability: Client may not assign any rights or delegate any duties under this contract without prior consent of the Farm.

13. Termination of Service: The Farm may, without cause, terminate any service program provided or intended to be provided by the Farm under this agreement by notifying Client at least 15 (fifteen) days prior to the termination date.

14. Term of Contract: This contract shall continue in full force and effect until terminated by either party.

15. Termination of Contract:

A. Termination without cause: Each party is entitled to terminate this contract without cause by notifying the other party in writing at 10 (ten) days prior to the desired termination date. Notwithstanding any such termination, all fees shall be due and payable with regard to services performed prior to the termination date.

B. Termination with cause: Each party is entitled to terminate this contract by written notice to the other party if the other party breaches or is in default of any obligation under the contract, which breach or default is incapable of cure or which, being capable of cure, has not been cured within 10 (ten) days after receipt of written notice of such breach or default.



16. Limitation of Liability/Indemnification: In the performance of its services under this contract, the Farm shall be an independent contractor, acting in its own behalf, and shall have no authority to act in any other capacity and shall not be deemed an agent of Client, and shall not be responsible for the performance of any services, except as expressly set forth in this agreement. The Farm and its subsidiaries, owners, officers, independent contractors, guests, agents and employees shall not be liable for any sickness, disease, theft, death or injury that may be suffered by the horse while on the farm, not any loss, damages or injury arising out of or connected with boarding, conditioning, training, transporting or other services pursuant to this contract. Client fully understands and assumes the special risks inherent in conditioning, training, handling, riding, boarding and transporting horses. Client acknowledges that mortality and other insurance is available, and that it is Client's sole responsibility to obtain any desired coverage. The Farm shall not be liable for any personal injury or disability which the client or their agents, representatives or family may receive while on the farm's property or due to the farm's equipment. Client agrees to indemnify and hold harmless the Farm from any claim related to damages, illness or injury caused by the horse, and from any claim by a buyer of the horse. Client further agrees to reimburse the Farm for damages to any of the Farm's facilities or equipment which is caused by the horse. Client agrees to pay all expenses and attorney's fees incurred by the Farm in defending such claims.

17. Exclusivity: Nothing in this agreement limit's the right of the Farm to sell any of its services to any other person or entity, and it is anticipated that the Farm will continue to offer its services to such persons or entities even though these serviced are similar to the services provided to the Client.

18. Notices: All notices, requests and consents required or permitted by this contract shall be in writing and hand delivered personally or sent by registered or certified mail to the appropriate address specified, or such other addresses as the sender has been notified in writing.

19. Entire Agreement; Construction, Jurisdiction, Attorneys' Fees: This contract contains the entire understanding of the parties concerning the subject matter, and may be modified only in writing. Headings and titles are for convenience only and shall not influence and construction or interpretation of this contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be interpreted and construed by the laws of the state of Virginia. At the Farm's option, jurisdiction and venue for all disputes connected with this contract shall be Powhatan County, Virginia. This contract shall be binding upon the heirs, assigns, executors and administrators of the respective parties. If a lawsuit is filed, or counsel is retained to enforce the provisions of this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

Garlands

_____/_____/_____
Date

Client

_____/_____/_____
Date