

Training Contract – Sorrell Performance Horses & Tarhe Run Farm

This CONTRACT is made and entered into on this _____ day of _____, 20__ , by and between SORRELL PERFORMANCE HORSES hereinafter designated "Trainer" and TARHE RUN FARM hereinafter designated "Boarding Facility", hereinafter designated "Owner", and if Owner is a minor, Owner's parent or guardian . Trainer agrees to accept Owner's horse for training and Boarding Facility agrees to accept Owner's horse for boarding; and, it is the plan an intention of hereinafter set forth, the Owner, Boarding Facility and Trainer mutually agree as follows:

Owner shall pay Trainer for professional services as described below, the fee of \$300.00 per month or \$10.00 per day, for training. Owner shall pay Boarding Facility board being \$300.00 per month or \$10.00 per day, for a minimum of two (2) months. Monthly rates and all other charges are subject to change upon thirty (30) days written to owner.

Invoices are payable upon receipt or by the 5th of the month. If payment is late by ninety (90) days, Trainer and/or Boarding Facility is entitled to a lien against the horse for the amount due and shall enforce the lien against the horse for the amount due and shall enforce the lien and sell the horse for amount due according to the appropriate laws of the State. On completion of the Contract, the remainder of expenses shall be due and payable and horse will not be released from Trainer's and/or Boarding Facility's possession until all expenses are paid in full.

Owner shall pay for horse's entry fee, ground fees, stall fees and all other related expenses incurred while being shown or transported, including a day fee. This consists of \$25.00 per day and/or an allocation representing a ratio of Owners horse to the total number of horses being shown by Trainer, to cover Trainers and employees expenses, costs of grooms and related expenses incurred while staying away from home. Congress, World shows, Futurities, etc., will have additional day charges due to the high costs upon SORRELL PERFORMANCE HORSE'S discretion. Owner also agrees to pay additional fees and expenses to Trainer and/or Boarding Facility in attached document. In the event of any additional fees and/or changes in fees/rates, either daily or monthly by SORRELL PERFORMANCE HORSES and/or TARHE RUN FARM, Trainer will provide a 30 day written notice prior to said changes.

Trainer will have horse shown at shows of his sole discretion. Trainer shall transport to and from shows at the rate of \$.50 per mile, with the minimum charge of \$25.00 per one way trip. Due to increasing fuel prices, it may be necessary to charge additional fuel surcharges if SORRELL PERFORMANCE HORSES and/or TARHE RUN FARM sees fit.

There will be a minimum of 10% commission per sale of any horse presented by SORRELL PERFORMANCE HORSES including while stabled there. Also, in the event that customers horse leaves SORRELL PERFORMANCE HORSES, any previously introduced buyers to that horse, if horse is sold a commission is still due to SORRELL PERFORMANCE HORSES.

Trainer assumes responsibility for arranging veterinarian and farrier services as necessary. Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care. All veterinarian, farrier and medicine expenses shall be paid by Owner to be billed by said service providers unless there is prior arrangements made with the owner or there is a lien against the horse.

The Trainer shall train horses and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual ability of teach horse. Trainer reserves the right to notify Owner within seven (7) days of horse's arrival if horse, in Trainer's opinion, is deemed dangerous, handicapped or untrainable. In such case Owner is responsible for removing horse within seven (7) days and for all expenses incurred during horse's stay. After all fees have been paid in full, this Contract is concluded. Trainer and Boarding Facility shall furnish all labor, provide suitable facilities and care for horse in an ordinary manner with feed being determined by the training schedule and individual horse's metabolism, the Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

Sorrell Performance Horses/Tarhe Run Farm
160 Elm Street
Lancaster, Ohio 43130
Barn/Home: (740) 653-0919

Both parties agree that SORRELL PERFORMANCE HORSES and TARHE RUN FARM, their agents and employees are not liable for death, sickness, and or accident including consequential damages caused to the horse or rider. It is the responsibility of the Owner to carry full insurance coverage on this horse, Himself, and personal property (this includes blankets, hoods, halters, tack, etc.)

The horse shall be in a healthy and sound condition, free from infectious, contagious or transmissible disease. A current negative Coggins Test, photostat copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany each horse, if they do not, Trainer will have horse examined and/or tested at Owners expense.

It is agreed that should the horse die, be sold by the Owner or become unfit to train, all fees become due and payable and this Contract is concluded upon payment in full.

Distribution of prize money shall be determined by custom of the particular show circuit in which the horse is being shown. Owner shall receive all trophies and ribbons. Trainers shall receive all money winning except futurities, maturities and versatility's where the Owner shall first recover his entry fee (not to include late fees) then the remainder shall divided 50% to Owners and 50% to Trainer. Rider retains all buckles.

Upon thirty (30) days written notice to Trainer and Boarding Facility, after minimum training period, Owner may terminate this Contract for any reason. The Trainer and Boarding Facility shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this Contract is concluded.

Should either party breach this contract, the breaching party shall pay for the other's court cost and attorney's fees related to such breach.

This Contract is non-assignable and non-transferable. This Contract is entered into the State of Ohio, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict and state law, that individual clause is null and void. When Trainer and Owner and Owner's Guardian (if applicable) sign this Contract, it will be then be binding on both parties subject to the above terms and conditions.

Trainers Signature, Date _____

Owners Signature, Date _____

Registered Name of Horse _____

Registration Number _____

Name To Be Billed _____

Address _____

Work Telephone Number _____

Cell Number _____

Fax Number _____

Email _____

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