



## Training Contract for Great Trail Horse LLC

TRAINING AGREEMENT (the "Agreement") made this \_\_\_\_ th day of \_\_\_\_\_ 2020 (year), by and between: \_\_\_\_\_ hereinafter referred to as "Owner" and Kirsten Klindworth and Katie Morton herein after referred to as "Trainer".

WITNESSETH that Owner owns the below described horse and covenants with Trainer to train said horse for the purpose and under the terms hereto agreed as follows:

### 1. Description of Horse and Delivery

Trainer or owner agrees to arrange transportation to Great Trail Horse LLC on \_\_\_\_\_ at Owner's expense the following described horse:

Name of horse	Age	Color	Markings	Sex	Breed
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### 2. Training and Terms of Payment

Owner shall pay a fee of \$750.00 every four weeks.

Owner agrees to 2 months minimum training for horses being started under saddle.

Prorated days are charged at a rate of thirty five dollars (\$35) per training day. Board only days are fifteen dollars (\$15) per day. Unless other arrangements are made in writing.

All payments are as follows:

(a) All payments must be paid in cash, money order, certified check or personal check.

(b) A late fee of any payment is charged @\$10 per day.

We do offer trailering services @ eighty-five dollars (\$85) for the first twenty (20) miles. Additional miles will be at the rate of \$1.75-\$2.25 per loaded mile + tolls (depending on fuel prices at the time.) No extra fee is charged if your horse does not load well. This is included in your cost of training/schooling.

### 3. Additional Expenses:

Owner shall be responsible for all costs directly related to this Agreement, included but not limited to transportation, veterinarian bills, special grooming and bathing fees (other than normal grooming prior to tacking or bathing after work), and necessary special equipment.

4. Owners Responsibilities:

- (a) A current Coggins is mandatory
- (b) All hay and grain will be provided, unless your horse requires a special diet, in which case, please bring any specific supplements they may need.
- (c) Fill out two copies of this contract in full and sign both copies.

5. Trainer Responsibilities:

(a) Trainer shall fulfill the duties in the best manner consistent with effective training practices. Every attempt will be made to fulfill the needs of all owners.

Please list all goals below: This is to include goals for you, as well as your horse, please. If additional space is needed, please enclose additional page.

- 1.
- 2.
- 3.
- 4.
- 5.

(b) Any extraordinary care over and beyond normal and regular maintenance requires prior written approval by Owner unless involving the most immediate emergency treatment.

(c) If you require the use of a particular vet please check with your vet to make sure that they will travel to Great Trail Horse LLC

Owner's veterinarian name \_\_\_\_\_ and phone number \_\_\_\_\_.

If you do not provide us with your vet's name and phone number you authorize us to Brazos Valley Equine Hospital in Salado, TX.

PLEASE AUTHORIZE THIS WITH YOUR SIGNATURE \_\_\_\_\_

5. Term and Termination

(a) Either party may terminate Agreement given three (3) days written notice, provided a final accounting by the Trainer is presented and all payments have been made by Owner prior to taking possession of said horse.

(b) On termination, Trainer shall have a lien on said horse under Texas law for all unpaid charges on account. Payment must be made in full before said horse is released unless Trainer consents in writing.

6 Insurance

(a) Owner shall bear all risk of loss from death of or any harm to said horse unless such loss is caused by gross negligence of Trainer, his agents, contractors, or employees, in which case Trainer shall bear such loss.

(b) If the Owner has an insurance policy Trainer must be provided with a copy.

1. I do have insurance for said horse (signature): \_\_\_\_\_

date: \_\_\_\_\_

2. I do not have insurance for said horse (signature): \_\_\_\_\_

date: \_\_\_\_\_

#### 7. Indemnification

Owner agrees to indemnify Trainer unless otherwise provided by insurance against all liability or claims, demands, and costs for or arising out of this Agreement unless such are caused by the gross negligence of Trainer, his agents, contractors, or employees.

#### 8. Binding Effect

(a) The parties hereto agree that this Agreement shall be binding on their respective heirs, successors, and assigns.

(b) Failure of either party to abide by and perform any and all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorneys' fees and court costs related to such breach.

#### 9. Governing Law

(a) This Agreement shall be governed by and in accordance with the laws of the state of Texas. Any legal action must be brought in Williamson County.

OR

#### Arbitration

(b) The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Burnet County, Texas.

#### 10. Entire Agreement

This constitutes the entire Agreement between the parties. Any modification or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

OWNERS' NAME PRINT \_\_\_\_\_

OWNERS' SIGNATURE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

TRAINER PRINT : \_\_\_\_\_

TRAINER'S SIGNATURE \_\_\_\_\_

ADDRESS: Great Trail Horse LLC, 6101 CR 208, Lampasas, Texas 76550

TELEPHONE 512-743-8222, 512-785-2982

E-MAIL ADDRESS : Kirsty@kirsty7.com, Katiemorton210@gmail.com