



Training and Exercise Contract Agreement

This Agreement is made and entered into this _____ day of _____, 20____, by and between Corbett Stables, a Licensed Business of the State of Washington with its principal office located at 5617 101st PL NE., Marysville Washington hereinafter referred to as “Stable/Trainer” and _____ hereinafter referred to as “Owner”. Whereas, a result owner owns and or leases the below described horse(s) and desire’s stable/trainer to undertake said training at its current charges for such services herein; and WHEREAS, the parties desire to agree on the terms and conditions of such training. NOW, THEREFORE, it is hereby agreed as follows:

1) DESCRIPTION AND DELIVERY OF HORSE(S):

A) Owner agree that Stable/Trainer shall board and care for horse(s) at _____ in _____ Washington and does hereby specifically warrant that the horse(s) are in good health and condition, not suffering from any disease or unsoundness, except _____

B) Owner agrees to deliver on or about _____ the following horse(s) to trainer

Name	Age	Color	Sex	Reg. #
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- a)
- b)
- c)
- d)

2) PAYMENT FOR TRAINING:

Owner agrees to pay Stable/Trainer the sum of \$_____ per month for each horse above, subject to the terms and conditions hereof. Stable/trainer acknowledges he has been paid \$_____ per horse for the first months training and service, commencing on the date as listed above and owner agrees to pay in advance to stable/trainer the same sum on or before the 1st day of each succeeding month. Any additional sums due stable/trainer from owner shall be immediately paid upon notification of the amount due. Whether the same is by statement or by personal notification. If owner desires to terminate training subsequent to the date of this agreement, owner agrees to provide written notice thereof, in accordance with item 7. Owner agrees to assume all training charges up to time written notice is given to stable/trainer.

3) DUTIES OF TRAINER:

Trainer agrees to perform the following in a manner consistent with industry practices.

- A) Trainer does not guarantee results of training as trainability varies from horse to horse. Owner understands and acknowledges that trainer reserves the right to discontinue training if in his opinion it will not achieve its desired purpose, or upon prior notice and approval of owner, that trainer may change to a different type of training depending on suitability of the horse.

B) Trainer in his sole discretion shall decide when any owner or owner's horse(s) are sufficiently trained and ready to be entered in a horse show and trainer has sole discretion to decide what division, type of class, and number of class's horse(s) and or horse(s) and rider shall be entered in at show.

C) Trainer agrees to work horse(s) six days a week. Trainer will work horse(s) at his and the barns convenience and cannot guarantee horse will get out and be worked when owner is present unless arrangements have been made with trainer by the owner at least a day in advance.

4) DUTIES OF OWNER:

Owner agrees to the following conditions,

A) Owner agrees to take at least two riding lessons per week if owner is planning to show said horse(s) in training. Lessons on one of Corbett Stables School horses shall be charged at the current rate for lessons, as well as the second weekly lesson on own horse. Once trainer has deemed it appropriate owner is entitled to one ore more lesson per week on their horse at current lesson rates. These Lessons are not retroactive.

B) Owner agrees not to interfere in said horse(s) training, and agrees to give trainer full control of said horse(s) while in training. While in training, trainer has final say on training and care of said horse(s).

C) Owner agrees to make sure all bills attaining to said horse(s) in training are paid promptly and on time.

5) EXPENSES:

A) Owner shall bear all costs of this agreement, including, but not limited to, transportation of horse(s), veterinary and any medical costs, show premium fees, stable show fees, and any special equipment on an emergency basis that trainer may deem necessary for the proper training and or showing of any owners horse(s); however, such expenses shall not exceed \$ _____ without owners prior approval. Payment terms shall be in accordance with paragraph two above.

B) If agreed upon and preferred by owner trainer shall pay all expenses referred to in the paragraph above, keep an account thereof and bill owner for the same at the end of each month. If owner fails to reimburse trainer for such expense when payable, trainer is authorized to deduct an amount equal to such expense from owners account, if any, held by trainer from show winnings, or any other source available to trainer.

C) SHOW EXPENSES are not included in training, exercise, or boarding charges. Show fees and trainers expenses are billed separately one month prior to show that stable is attending, and will be paid in advance no later than 21 days prior to show being attended. (All horses in training are required to be in full care at shows, no exceptions). If show fees and hauling fees are not received 21 days prior to show trainer will assume you or your horse(s) are not attending show and be scratched of the list of horses going. Transportation of horse(s) to and from shows may be provided by Corbett Stables as per agreement with trainer and owner, charged according to the prevailing commercial rate for horse hauling.

D) Horse show and hauling expenses will not be reimbursed for any reason. If a medical problem occurs to said horse(s) planning to attend show and it is deemed by a veterinarian that said horse(s) cannot attend said show an exception will be made and owner will be reimbursed. If horse show being attended is cancelled or rescheduled, show and hauling fees will not be reimbursed but applied to next show Owners horse(s) are attending.

6) HORSES OUT OF TRAINING

After the initial 90 days horse(s) may be taken out of training with 30 days written notice to stable/trainer. If 30 days notice is not given owner will charged training the following month.

If, during the term of this agreement, any of owners horses are taken out training for an extended period, owner shall bear all costs of board at the rate of \$ _____ per month, and veterinary services and medicine, and transportation in maintenance of any such horse, but shall not pay trainer compensation for training as herein above set forth. Trainer shall advise owner of such taking out of training thirty days thereof.

7) TERM AND TERMINATION OF AGREEMENT:

The term of this agreement shall be for a minimum of 90 days, commencing on _____, 20____, and terminating on _____, 20____, (or can be on a month to month basis after the initial 90 days), or upon 30 days written notice to the other party and a final accounting there based on a daily pro rated basis shall be prepared by trainer and any amounts due shall be paid by owner within five days, provided all funds owing to trainer shall be paid prior to owner taking possession of said horse(s).

8) BOARD AND FEED:

Trainer shall guarantee that barn shall provide the following described care and feed:

Stall: (minimum 10x10)

Feed: (1) _____ flakes _____ hay _____ times daily
(2) _____ lbs. _____ grain _____ times daily
(3) other; _____

9) SHOWING NAME:

Owner's horse(s) shall be in the name of _____, as owner and _____, as trainer.

10) EFFECT OF TERMINATION OF AGREEMENT:

If this agreement is terminated for any reason prior to the expiration thereof, trainer shall immediately deliver any horse(s) under this agreement to owner. Owner understands, however trainer has lien pursuant to Washington Law and may demand payment in full prior to releasing horse(s).

11) AUTHORITY TO OBTAIN VETERINARY AND FARRIER CARE:

Owner hereby authorizes Stable/Trainer to obtain all necessary emergency veterinary care and non-emergency farrier care to maintain said animal(s) in good health. Regular veterinary care such as worming, vaccination shots, and teeth floating, ect., and regular farrier care will be arranged by the stable/trainer and provided without prior notice to owner at owner's expense. Furthermore the stable personnel are authorized to administer first aid until the veterinarian arrives in the event said horse(s) are injured or ill and require immediate attention. The horse's owner will be notified of the injury or illness as soon as practical after the problem is discovered. Owner shall pay all such veterinary and farrier costs as in accordance to paragraph's four and five above. All regular veterinary care for Corbett Stables shall be provided Robert Fleck D.V.M. form Reinland Farm Equine clinic, unless otherwise specified below; all regular farrier care will be provided by Larry Corbett / Otis Curry or Skip Bickford unless otherwise specified owner below:

_____ shall provide regular veterinary care for my horse(s)

_____ shall provide regular blacksmithing for my horse(s)

12) BINDING EFFECT ON SUCCESSORS / ATTORNEY FEES:

A) This agreement shall be binding upon the assigns, heirs, executors, and administrators of the respected parties.

B) Should either party breach this agreement, the breaching party agrees to pay the others attorney fees and count costs related to such breach.

C) This agreement shall be interpreted and construed in accordance with the laws of the state of Washington.

13) AMENDMENTS:

This agreement may be amended at any time by writing, into the provisions herein set forth, and the description of any additional horse(s) desired by both parties to be placed within the terms of the agreement, and the amendment shall be initialed by both parties.

14) BILLING, LIEN AND LIABILITY:

A) It is understood and agreed by owner that they will receive monthly billing statements specifying the charges for the month and owner agrees to said billing as they are received. Payments shall be payable on or before the first of each month as stated in article two. Owner understands and agrees that in the event owner becomes delinquent in the payment of charges under this agreement, interest will be charged at \$2.00 per day after the first of each month or on any balance 30 or more day's delinquent interest will be charged at the maximum lawful rate of (now at 1.5%) per month. The charging of interest shall not diminish the right of stable/trainer to enforce its lien as provided in the paragraph below for the collection of delinquent charges. In the event that stable/trainer may acquire services of an attorney for the collection of outstanding charges, owner expressly agrees to pay the costs and attorneys fees thereof.

B) In the event that the monthly training charge is not timely paid, stable/trainer shall have lien on the horse or horse's trained pursuant to RCW 60.56.010, et seq., in the amount of the unpaid training charge, and shall be entitled to sell the horse or horses by summary foreclosure proceedings in accordance with Washington state law.

C) HORSE OWNER UNDERSTANDS AND AGREES THAT STABLE/TRAINER IS NOT AN INSURER OF HORSE(S) OR PROPERTY COVERED BY THIS AGREEMENT, AND THAT STABLE/TRAINER WILL NOT BE LIABLE FOR INJURY OR LOSS OF ANY HORSE OR PROPERTY COVERED BY THIS AGREEMENT. OWNER HEREBY UNDERSTANDS AND AGREES THAT THE RISK OF LOSS DUE TO FIRE, THEFT, INJURY TO OR DEATH OF THE HORSE REMAINS SOLELY WITH SAID OWNER. FURTHER, IN CONSIDERATION OF THE ACCEPTANCE OF STABLE/TRAINER OF OWNERS HORSE(S) FOR TRAINING. OWNER AGREES TO INDEMNIFY STABLE/TRAINER AND HOLD HARMLESS FROM AND AGAINST ANY LIABILITY THAT MAY RESULT FROM INJURIES WHICH MAY OCCUR TO OWNERS HORSE(S). THIS AGREEMENT SHALL BE BINDING UPON OWNER, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

I/we have thoroughly read the foregoing and understand and agree to terms therein contained.

This agreement is subject to the laws of the state of Washington.

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

OWNER

ADDRESS

OWNER

Corbett Stables

BY : _____
5617 101st PL NE
Marysville, Wa 98270

STABLE/TRAINER