



TRAINING CONTRACT

This CONTRACT is made and entered into on this _____ day of _____, _____, by and between BARNES PERFORMANCE HORSES LLC hereinafter designated "Trainer" and _____ hereinafter designated "Owner", and if Owner is a minor, Owner's parent or guardian. Trainer agrees to accept Owner's horse for training; and it is the plan and intention of hereinafter set forth, the Owner and Trainer Mutually agree as follows:

Owner shall pay Trainer for professional services as described below, the fee of \$1500.00 per month or \$50.00 per day, for training and board. Board alone being \$1000.00 per month or \$34.00 per day, for a minimum of two (2) months. Monthly rates and all other charges are subject to change upon thirty (30) days written notice to owner.

Invoices are payable upon receipt and due by the first for the upcoming month. A ten day grace period is given. If payment is not received by the tenth of each month, the credit card on file will be charged for the full amount due plus a 4% cc processing fee. A \$50 late charge plus a 2.5% finance charge (30% annually) will be applied to any account over 30 days past due. There is a \$50.00 charge for all returned checks. In addition, if any account is more than 30 days past due, horse will be placed on minimal board only until account is paid in full. Any horse with a past due account will not be ridden, hauled, shown, or marketed until account is paid in full.

If payment is late by ninety (90) days, Trainer 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 sell the horse for the 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 and other belongings will not be released from Trainer's possession until all expenses are paid in full.

Owner shall pay for horse's entry fee, ground fees, stall fees, and other related expenses incurred while being shown or transported, including a day fee. This consists of \$75.00 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. Major shows will have a set fee predetermined by Trainer to cover higher costs. A deposit of approximately half the show cost will be charged prior to stalls being reserved. If this isn't paid, stalls will not be reserved and horse not taken. The balance of the show will be due after the show.

Trainer will have horse shown at shows of his sole discretion. Trainer shall transport to and from shows at the rate of \$.75 per mile, plus a fuel surcharge calculated by the total cost of fuel divided by the number of horses being hauled, with the minimum charge of \$150.00 per trip.

Horses will not be marketed for sale until they have been in training for at least 60 days. There will be a minimum of 10% commission with a \$1000 minimum per sale of any horse while under Trainers care. Also, in the event that Owners' horse leaves BARNES PERFORMANCE HORSES LLC, and is later sold to any previously introduced buyers to that horse, or sold using any of our marketing content, a commission is still due to BARNES PERFORMANCE HORSES LLC.

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.

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 each horse. Trainer reserves the right to notify Owner if horse, in Trainer's opinion, is deemed dangerous, handicapped, or un-trainable. 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 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.

Both parties agree that BARNES PERFORMANCE HORSES LLC, their agents, and employees are not liable for theft, death, sickness, and/or accident including consequential damages caused to the horse or property. It is the responsibility of the Owner to carry full insurance coverage on the horse, themselves, and personal property (this includes blankets, halters, tack, etc.). The horse shall be in a healthy and sound condition, free from infections, contagious, or transmissible disease.

A current negative Coggins Test, a current Rabies Vaccination, a current Strangles Vaccination, a current WNV vaccination, records of all vaccinations, a 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.

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. Any money won, regardless of who the rider is, will be split as follows, Owner shall first recover his class entry fee, then the remainder shall be divided 50% to Owners and 50% to BARNES PERFORMANCE HORSES LLC. Rider retains all buckles and prizes.

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

Owner agrees that in the event of any dispute or breach of contract, owner will be responsible for all of Trainers court costs and attorney's fees related to such dispute or breach. This Contract is non-assignable and non-transferable. This contract is governed by the laws of the Commonwealth of Pennsylvania. Both parties agree that the only proper venue for the resolution of any dispute is Warren County, Pennsylvania and each party agrees to submit to jurisdiction and venue at this location. 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 binding on both parties subject to the above terms and conditions.

(Trainer)

(Date)

(Owner)

(Date)