TRAINING AGREEMENT

This Training Agreement ("Agreement") is made and entered into on the _____ day of _____, _____, by and between Barnes Performance Horses, LLC, hereinafter referred to as "Trainer," and _____, hereinafter referred to as "Owner." If Owner is a minor, this Agreement must also be signed by Owner's parent or legal guardian. Trainer agrees to accept Owner's horse for training under the terms and conditions set forth below.

———

1. Fees and Payment Terms

1.1 Training and Board Fees.
Owner agrees to pay Trainer $1,850.00 per month or $65.00 per day for full training and board. Board alone is $1,200.00 per month or $40.00 per day, with a minimum commitment of two (2) months. Trainer may modify monthly rates and additional charges with thirty (30) days' written notice to Owner.

1.2 Invoices and Late Payments.
Invoices are due upon receipt and must be paid on or before the first day of the upcoming month. A ten (10) day grace period is allowed. If payment is not received by the tenth (10th) day of the month:
• The credit card on file will be charged the full amount due plus a 4% processing fee.
• Accounts more than 30 days past due will incur a $100 late fee plus a 2.5% monthly finance charge (30% annually).
• Returned checks will incur a $75 returned check fee.
•
Horses with past due balances will be placed on minimal board only and will not be ridden, hauled, shown, or marketed until the account is fully paid.

1.3 Delinquent Accounts — Lien Rights.
If any balance remains unpaid for ninety (90) days, Trainer is entitled to enforce a stableman's lien against the horse for all outstanding amounts and may sell the horse in accordance with applicable state law. The horse and any property will not be released until all fees are paid in full.

1.4 Surcharges
Owner acknowledges that Trainer may incur unexpected increases in operating costs, including duty not limited to hay, grain, bedding, fuel, utilities, labor, emergency farm repairs, and other essential expenses required for the safe and proper care of the horse. In the event such costs materially increase, Trainer may apply a reasonable surcharge to monthly invoices to offset these expenses. Trainer will provide written notice to Owner prior to implementing any surcharge. Surcharges will be assessed proportionally and will remain in effect only for the duration of the increased operating costs.

———

2. Show Fees and Expenses

2.1 Show-Related Expenses.
Owner is responsible for all show-related expenses, including but not limited to:
- Entry fees
- Stall fees
- Shavings and extra feed at show
- Trainer Fees and Expenses
-

Day fees are $75 per day billed from the day trainer leaves until the day he arrives back home.

Some major shows will have a predetermined flat show fee.

2.2 Deposits.
A deposit equal to approximately 50% of total show costs is required before stalls are reserved. Failure to pay the deposit will result in stalls not being reserved and the horse not being transported to the show.

2.3 Trainer's Discretion.
Trainer has sole discretion regarding which shows the horse will attend. Hauling fees are $0.75 per mile, plus a fuel surcharge calculated by dividing total fuel cost by the number of horses hauled, with a minimum charge of $150 per trip.

———

3. Sale of Horse and Commissions

3.1 Marketing Requirements.
Horses will not be marketed for sale until they have been in full training for at least sixty (60) days.

3.2 Commission.
Trainer shall receive a minimum 10% commission (with a $1,000 minimum) on any sale of Owner's horse while in Trainer's care.

3.3 Post-Training Commission.
If the horse is later sold to any buyer originally introduced by Trainer, or if Trainer's marketing content (photos, video, advertisements, etc.) is used in the sale, Trainer is still entitled to the commission described above.

———

4. Veterinary and Farrier Care

Trainer will arrange for routine veterinary and farrier services using providers of Trainer's choosing. All veterinary, farrier, and medication expenses are the responsibility of the Owner and will be billed directly or invoiced accordingly.

———

5. Training Standards and Horse Condition

5.1 Training Expectations.
Trainer will provide services in accordance with generally accepted professional standards. Trainer makes no guarantee regarding training outcomes, as results depend heavily on the horse's individual temperament, health, and ability.

5.2 Right to Refuse or Remove Horse.
Trainer reserves the right to deem a horse dangerous, unsound, or untrainable. Owner must remove the horse within seven (7) days of such notice and pay all accrued fees before removal.

5.3 Horse Care.
Trainer will determine appropriate feeding and training schedules. Trainer retains full discretion over training methods and will take reasonable precautions for the horse's well-being.

———

6. Liability and Insurance

6.1 Limitation of Liability.
Trainer, its agents, and employees shall not be liable for injury, illness, theft, death, or other loss or damage to the horse or Owner's property. Owner agrees to hold Trainer harmless from all such claims.

6.2 Insurance.
Owner is solely responsible for obtaining insurance coverage for:
• The horse
• Owner and Owner's family
• All personal property (tack, blankets, equipment, etc.)
•
6.3 Horse Health Requirements.
Owner must provide:
• Current negative Coggins test
• Current Rabies, Strangles, Flu, Rhino, and West Nile Virus vaccinations
• Complete vaccination records
• Health certificate
• Worming and immunization records
• Registration papers (both sides, if applicable)
If documentation is not provided, Trainer may arrange testing or examination at Owner's expense.

———

7. Prize Money and Awards
Prize money will be distributed according to the custom of the show circuit. Owner will receive all trophies and ribbons. Any prize money won shall be distributed as follows:
• Owner receives reimbursement of class entry fees first
• Remaining amount is split 50% to Owner and 50% to Barnes Performance Horses, LLC
• Rider retains buckles and other prizes awarded in that class.
•
———

8. Termination

8.1 Owner Termination.
After the minimum training period, Owner may terminate this Agreement with thirty (30) days' written notice. All fees incurred up to the termination date must be paid in full.

8.2 Other Termination Events.
The Agreement terminates automatically if the horse:
• Dies
• Is sold by Owner
• Becomes unfit for training
All outstanding fees become immediately due upon termination.

———

9. Legal Provisions

9.1 Attorney's Fees and Costs.
Owner agrees to pay all court costs and attorney's fees incurred by Trainer in enforcing this Agreement or collecting unpaid fees.

9.2 Governing Law and Venue.
This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree that Warren County, Pennsylvania is the sole and exclusive venue for any dispute resolution.

9.3 Severability.
If any provision is found unlawful or unenforceable, that provision shall be deemed severed, and the remainder of the Agreement shall remain in full force and effect.

9.4 Non-Assignability.
This Agreement is non-assignable and non-transferable.

———

10. Signatures

By signing below, Trainer and Owner (and Guardian, if applicable) agree to all terms and conditions of this Agreement.

———

Trainer Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Parent/Guardian (if applicable): _____ Date: _____