

# TRAINING AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Biller Performance Horses, hereinafter referred to as "Trainer" and \_\_\_\_\_, hereinafter referred to as "Owner".

## RECITALS

- A. Owner presently has one or more horses in training with Trainer or desires to place one or more horses in training with Trainer for showing, training, and/or sales purposes. Upon a sale handled by Trainer, the charge is 10% commission.
- B. The parties desire to agree on the terms and conditions of such training.

NOW, THEREFOR, it is hereby agreed as follows:

1. Owner shall pay Trainer, within 10 days of billing, of each month, a training fee equal to \_\_\_\_\_ per month for training contracts. \$50 discount is given for early payment.
2. The training fees set forth in the Agreement and guaranteed through June 30, 20\_\_\_\_. Thereafter, Trainer reserves the right to change to effective rates for training.
3. Owner agrees that Trainer's facilities are safe, adequate and satisfactory for the undertakings of Trainer under this Agreement. The term "facility" shall include the stables, paddocks, training area and other facilities used by Trainer.
4. Owner shall bear all costs and expenses incidental to the purposes of the Agreement, including but not limited to transportation costs, veterinarian costs, medications, ointments and supplies, medical costs, entry fees, and special equipment that the Trainer may deem necessary to the proper training and showing of Owner's horse.
5. Trainer shall keep an accurate account of all expenses incurred on Owner's behalf and bill Owner for such expenses in advance or at the end of the month. Said expenses shall be paid by Owner within 10 days of billing.
6. Owner acknowledges the Trainer is restricted as to the number of horses which he can show in any single class or event. Because of such restriction, Trainer cannot guarantee to ride any specific event. Trainer will use his reasonable best efforts to locate a qualified rider to show said horses, should Owner so desire.
7. During the term of this Agreement, the Trainer shall provide board, feed, and care to the subject horses in a manner consistent with the standards of the industry.
8. Owner agrees to indemnify and hold Trainer harmless from any and all liability to Owner or third persons arising out of the breaking, training, and showing of Owner's horse/s, regardless of cause except for the gross negligence of Trainer. We recommend that Owner procure and maintain a mortality insurance policy on Owner's horse/s, especially those horses specifically programmed for futurities or special career.
9. Owner hereby grants Trainer a lien upon said horses for any and all unpaid charges, costs, and expenses made the subject of the Agreement.
10. Owner hereby authorizes Trainer to obtain at Owner's expense all necessary veterinary and farrier care to maintain Owner's horses in good health.
11. Trainer reserves the right to withdraw one or more of the Owner's horses from training, if after evaluation of the specific horse, Trainer deems it necessary or believes there is any danger posed by the horse to Trainer's staff or other horses.
12. This Agreement shall be binding upon and inure to the benefit of the parties' assigns, heirs, executors, administrators.
13. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, and should either party breach this Agreement, the breaching party agrees to pay the other's reasonable attorney's fees and court costs related thereto.
14. This Agreement may be amended at any time by writing in the provisions herein set forth any such amendment, which amendment shall be initiated by both parties hereto.
15. Owner agrees to indemnify and hold harmless Steven and Nicole Biller, d/b/a Biller Performance Horses from any and all liability to Owner and third parties regardless of cause, arising out of the inherent risks of equine activities and having horse/s in training with Biller Performance Horses.
16. Upon completion or termination of training, no horse/s shall leave premises until bill is paid in full.
17. Any and all horses require a current coggins (1 year) before entering into training.

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF THE PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

IN WITNESS WHERE OF, the parties have executed the Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TRAINER:BILLER PERFORMANCE HORSES

OWNER(S): \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Steven Biller

\_\_\_\_\_

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