



Noel Performance Horses, LLC TRAINING CONTRACT

WITNESS THIS AGREEMENT this ____ day of _____, 20____, by and between NOEL PERFORMANCE HORSES LLC, hereinafter referred to as "Trainer" and _____, hereinafter referred to as "Owner," and if Owner is a minor, Owner's parent or guardian. Trainer agrees to accept Owner's horse, _____, Reg. No. _____ for training, and it is the plan and intention of the Owner to place this horse into training. It is understood and agreed that the events or purpose for which the horse as above-described is accepted for training are as follows:

Owner certifies that they fully own and have clear title and registration of horse(s) entering into training with Trainer.

Owner shall provide a halter, lead rope, fly mask, and turnout blankets for horse(s) entering into training.

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Trainer, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that fee schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the fee schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Trainer reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Trainer's opinion, is deemed to be dangerous or undesirable for Trainer's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The training fee is due upon the first of the preceding month. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days notice to Owner. All expenses incurred for veterinarians, farrier, or other out-of-pocket cost shall be billed after the incurrence thereof and due within fifteen (15) days from the date bill is submitted to Owner, or Trainer is authorized, as Owners agent, to arrange direct billing to Owner. The initial monthly charge applicable to the services as set forth below shall be \$_____ per month, board alone being \$_____ per month.

2. Payments. Payments may be made by personal check, cash, or credit card. If Owner chooses to pay by credit card, a three percent (3%) service charge shall be assessed. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from Trainer's possession until all expenses are paid in full. In the event payment is overdue by fifteen (15) days, Trainer shall be entitled to a lien against the horse and/or Owner's property and equipment stored upon Trainer's premises in the



full amount due. Enforcement of said lien shall be at the discretion of Trainer who may sell the horse and/or property and equipment for amounts outstanding in accordance to the appropriate laws of the Commonwealth of Pennsylvania.

3. Veterinarian, Farrier, and Related Services. 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 unless Owner has requested Owner's veterinarian and farrier be used. However, if they are unavailable, Trainer will engage his choice. All veterinarian, farrier and medicine expenses shall be paid by Owner, as further described herein. Owner agrees to provide Trainer with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Trainer within thirty (30) days from the date of such services or veterinary treatment, Trainer is authorized to arrange for such treatment, but not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner, or Trainer is authorized, as Owners agent, to arrange direct billing to Owner. Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable.

4. Training of Horse. The Trainer shall train horse 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, physical, and mental ability of each horse. Trainer shall furnish all labor, provide suitable facilities, and care for horse in an adequate manner with feed being determined by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

Owner shall submit a fully completed Owner's Information Sheet for each horse on the premises belonging to Owner within forty-eight (48) hours of delivery.

5. Showing of Horse. Unless specifically advised by the Owner not to exhibit said horse herein or on Owner's Information Sheets, Trainer shall, at Trainer's discretion, have the horse shown at the horse shows of his choice. Trainer shall provide any necessary transportation to and from said shows according to the rates set forth on Trainer's fee schedule. In the event professional horse transportation services are utilized, Owner agrees to pay all said applicable charges. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any and all lay-up charges in transit. This consists of a per night fee determined by Trainer and/or an allocation of the horse Owner's prorated expenses for all horses being shown by Trainer at the time said expenses were incurred in order to reimburse Trainer for Trainer's and Trainer's employee's expenses, costs of grooms and related expenditures incurred while away from the Trainer's premises. Trainer shall receive all trophies and ribbons. Owner shall receive 90% of all money earnings. Prior to the disbursement of any winnings, the party paying said entry fees shall be entitled to be reimbursed to the extent of 50% of said advances prior to all other such disbursements.



6. Death of Horse. It is hereby agreed that in the event of the death of the horse, sale of the horse, or if the horse becomes unfit to train, Trainer has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

7. Feed, Facilities, and Services. Trainer agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals in training. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

8. Risk of Loss and Standard of Care. During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the training and/or boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse, Owner, or Owner's guest, may receive on Trainer's premises.

The Owner fully understands that Trainer does not carry any insurance on any horses not owned by it for training, boarding or for any other purposes, whether public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Trainer are to be borne by the Owner. It is recommended that Owner carry insurance to cover the death or injury of the horse(s).

The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

9. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases Trainer, his affiliates, representatives, officers, directors, agents,



contractors, employees, and heirs (hereby collectively all called "Trainer") from any and all claims for personal injury or property damage, even if caused by negligence by Trainer.

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

10. Hold Harmless. Owner agrees to hold Trainer, his affiliates, representatives, officers, directors, agents, contractors, employees, and heirs (hereby collectively all called "Trainer") harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Trainer. Trainer reserves the right to notify owner within fifteen (15) days of the horse's arrival if said horse, in Trainer's opinion, is dangerous, untrainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Owner shall remove said horse within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated.

11. Emergency Care. Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, Trainer is then authorized to secure emergency veterinary and farrier care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date bill is submitted to Owner, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner.

Trainer shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Trainer is instructed herein by Owner or on Owner's Information Sheets, that the horse(s) is/is not surgical candidate.

Owner agrees to notify Trainer of any and all change of addresses, emergency telephone numbers, itineraries, or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Trainer as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

12. Limitation of Actions. Any action or claim brought by Owner against Trainer, his affiliates, representatives, officers, directors, agents, contractors, employees, and heirs (hereby collectively all called "Trainer") for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs. Otherwise, the claim shall be time-barred. In addition, Owner agrees that in no event shall Trainer be liable to Owner for any amount in excess of the total amount of training fees paid by Owner to Trainer during the calendar year in which claim or loss occurs.

13. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide



proof satisfactory to Trainer of the negative Coggins test upon request.

14. Changes or Termination of This Agreement. It is agreed by the Parties that this Agreement may be changed or terminated by Trainer upon thirty (30) days notice, regardless of the rental or training period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated fee schedules in a conspicuous or open place in Trainer's office, or on Trainer's website or social media platforms, shall constitute notice of any and all fee changes or regulation changes as may be deemed appropriate by Trainer.

15. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Trainer. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

16. Right of Lien. The Owner is given notice that Trainer has a right of lien as set forth in the laws of the Commonwealth of Pennsylvania, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, Trainer will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s.) In the event Trainer exercises Trainer's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Trainer's representatives setting forth the material facts of the default and foreclosure as well as Trainer's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

17. Property in Storage on Trainer's Premises. In the event that Owner stores property, tack, and/or equipment on the premises of Trainer, Trainer, his affiliates, representatives, officers, directors, agents, contractors, employees, and heirs (hereby collectively all called "Trainer") shall not be responsible for the theft, loss, damage, or disappearance of any tack and/or equipment or other property stored at the facility as same is stored at the Owner's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Property stored upon the premises will be subject to a \$15.00/day storage cost for all delinquent accounts.

18. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the Commonwealth of Pennsylvania, and shall be enforced and interpreted in accordance with the laws of said Commonwealth. Furthermore, the parties agree that the Court of Common Pleas of Lancaster County, Pennsylvania will have jurisdiction and venue over any dispute arising out of this Contract or related matters. Owner, its heirs, executors, administrators, successors, and assigns hereby irrevocably waives the right to a trial by jury in any litigation arising out of this Contract or related matters.



19. Enforceability of Contract and Severability. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

20. Non-assignability. Owner may not assign any rights or delegate any duties under this contract without written consent of Trainer.

21. Waiver. No delay or failure by Trainer to exercise any rights or remedy shall be deemed a waiver of that or any other right or remedy.

22. Waiver of Rights Under Consumer Protection Law. Owner waives any and all rights and claims against Trainer, his affiliates, representatives, officers, directors, agents, contractors, employees, and heirs (hereby collectively all called "Trainer"), with no exception whatsoever, arising out of the Unfair Trade Practice and Consumer Protection Law.

23. Waiver of Subrogation. Owner waives any right of subrogation against Trainer, his affiliates, representatives, officers, directors, agents, contractors, employees, and heirs (hereby collectively all called "Trainer") for any liability arising out of Trainer alleged negligence or Owner's use or occupancy of the Trainer's premises. If Owner's insurance policy requires an endorsement to provide for continued coverage where there is a waiver of subrogation, Owner shall purchase the necessary endorsement.

Intending to be legally bound, hereby, the parties hereto have executed this Contract as of the day and year first above written.

Owner:

Trainer:

Printed Name

Printed Name

Signature

Signature

Date

Date

