



## **Lervick Arabians LLC**

### **Training Agreement and Fee Schedule**

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_ between LERVICK ARABIANS ("Trainer"), and \_\_\_\_\_ ("Owner") who hereby acknowledges and represents that he/she is the lawful Owner of the horse(s) known as \_\_\_\_\_, registered with the \_\_\_\_\_ registry per Registration Number(s) \_\_\_\_\_.

1. Purpose. Owner wishes to retain the services of Trainer to board, train and condition Owner's horse. Training shall consist of training, conditioning and exercising Owner's horse, and at Trainer's discretion, instructing Owner about effective riding techniques where appropriate. It is agreed that the type of training and conditioning to be provided by Trainer shall be as agreed upon between Owner and Trainer, and in the event of disagreement, Trainer's discretion shall control.

2. Compensation. Owner agrees to pay Trainer:

\$ see fee schedule attached per month, or \$ \_\_\_\_\_ per day for boarding and training owners horse.

If owner's horse is on Maintenance, charges shall be at the rate of \$ see fee schedule attached. Additional fees that may be charged under the terms of this contract (per specific agreement between owner and trainer) are listed on the attached fee schedule, which must be independently signed by owner if additional services are requested.

Such amount shall be due and payable by Owner on or before the 10<sup>th</sup> day of each month in which services are to be provided. Any amounts which are not paid as of the 10<sup>th</sup> day of the month, shall incur interest at the rate of one and one-half percent (1 ½ %) per month. Monthly Training fees shall be subject to increase at the sole discretion of Trainer, so long as Owner is given thirty (30) days advance notice.

3. Default and Lien. Owner shall be in default under the terms of this Agreement if all amounts due to Trainer are not paid as of the thirtieth (30<sup>th</sup>) day of such month ("Date of Default"). Pursuant to Washington law, a Trainer's Lien shall attach to Owner's horse in favor of Trainer as of the Date of Default. (RCW 60.56). Trainer shall be authorized to retain possession of Owner's horse until amounts due by Owner, with interest, are paid. Within one hundred and eighty (180) days of the attachment of Trainer's Lien, it is agreed that Trainer may enforce such lien according to Washington's Agister Lien statute (RCW 60.56) and the laws of the state of Washington.

4. Veterinary Care/Horse Shoeing. Trainer shall notify Owner of any injury or illness to its horse as soon as it is practical after the problem is discovered. Trainer may, at his/her discretion, arrange for veterinary or alternative equine health care by qualified practitioners for Owner's horse. Owner agrees to pay on a timely basis, all such expenses. Trainer may administer medications to Owner's horse. Owner waives all potential claims and agrees to indemnify and hold Trainer harmless if, as a result of Trainer's administration of medication, Owner's horse dies or is injured.

Owner shall be responsible for paying to have his/her horse shod by a farrier of Trainer's choosing.

5. Riding Gear and Tack. Owner acknowledges that he/she is hereby advised by Trainer to purchase and wear a well-fitted helmet, hard-hat, or similar protective headgear fastened securely under the chin while working around or riding horses. Owner further acknowledges that he/she is hereby advised by Trainer to always wear hard-soled, fully enclosed shoes or boots and socks to protect feet, and long pants to protect legs while working around or riding horses. Trainer agrees to advise Owner on the use of reasonable tack and equipment for his/her horse. Owner bears sole responsibility for his/her ultimate choice of tack and equipment, and for the security of such items. Trainer shall not be liable for Owner's loss of tack or equipment, and does not agree to provide storage for same on Trainer's premises.

6. Liability for Personal Injury. Owner has been advised by Trainer of the dangers inherent to all persons who ride, or work around horses, animals, or other livestock. Hereafter, and for valuable consideration, Owner agrees to release, discharge, and hold Trainer harmless from any and all liability, or causes of action arising out of incidents which may result in bodily injury, death, or property damage to Owner, or Owner's guests, family members, or tack or equipment.

7. Liability for Horse or Property Damage. Owner acknowledges that Trainer has advised him/her that it is possible that injury may occur to Owner's horse within the context of training and exercise provided by Trainer. Owner agrees to release, discharge, and hold Trainer harmless from any damages arising out of injuries suffered to Owner's horse while such horse is/are under Trainer's control. Trainer shall not be liable for injuries or damages arising out of the boarding, feeding or care provided for Owner's horse, including losses caused by fire, theft, running away, or other injury, except where such loss is solely due to the intentional and wrongful act(s) of Trainer. Owner shall be solely liable for all actions of its horse at any time during the term of this Agreement. Owner agrees to indemnify and hold Trainer harmless from all damages sustained or suffered by Trainer's facilities or property, or damages suffered by persons due to actions of Owner or Owner's horse.

8. Insurance. Trainer shall not be required to obtain liability insurance

which provides coverage for Owner, Owner's horse or Owner's tack and equipment while same are on Trainer's premises. If Owner desires such insurance coverage, it shall be his or her independent responsibility to obtain it.

9. Termination. Trainer and Owner agree that this Agreement shall be terminable at the choice of either party upon written or oral notification by on the other. All monies due and owing to Trainer at the time of such termination shall be paid as of the date of termination. If Owner's fees due and owing to Trainer at the time of termination are not paid, the lien provisions at paragraph 4 above shall apply. Notice of Termination or lien actions under the Agreement shall be deemed to have been received by Owner so long as Trainer mails same by regular mail to Owner's address as listed below.

10. Terms Binding on Heirs and Successors. All terms and conditions of this Agreement shall be binding on the heirs, administrators, successors, and assigns of Owner and Trainer.

11. Merger Clause/Attorneys Fees. Trainer and Owner agree that all terms and conditions governing this Agreement are provided for herein, and that there are no separate oral agreements, which shall affect the terms of this Agreement. Any amendments to this Agreement must be in writing, and signed and dated by Trainer and Owner. Legal actions which may be required to enforce any aspect of this Agreement shall occur under Washington law in Snohomish County, Washington District or Superior Court. Notice or Service of Process in connection with any legal action arising under the terms of this agreement shall be deemed received so long as either party mails such notice by regular U.S. mail to the other party's address as listed herein. All costs and attorney fees incurred as the result of any lien foreclosure actions arising under this Agreement shall be paid by the Owner. Costs and attorney fees, which are incurred as the result of any other dispute arising under this Agreement shall be paid by the non-prevailing party.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Lervick Arabians LLC  
3420 Silvana Terrace Road  
Stanwood, Washington 98292

By: \_\_\_\_\_  
(Agent for Lervick Arabians LLC)

Title: \_\_\_\_\_

OWNER: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Alternate Telephone

\_\_\_\_\_  
Email

## Billing

All accounts not paid in full by the billing date (25<sup>th</sup> of the month) will be assessed a finance charge of 1% per month on the unpaid balance. If the account is not paid within 45 days of the account due date, training of the horse(s) will cease and the account will be charged board only until the account is paid in full.

The undersigned is in agreement with the foregoing fee schedule, which will remain in effect until revised. Customer will be given a minimum of 30 days notice of any price schedule revisions. (\$25.00 fee on returned checks)

X \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_