

TRAINING CONTRACT

Effective January 1, 2026

PLEASE READ CAREFULLY BEFORE SIGNING. THIS TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S).

THIS AGREEMENT is made this ____ day of _____, 20____, by and between Jennifer Buenrostro, hereinafter referred to as "TRAINER", and

_____ (hereinafter "OWNER") residing at:

Address _____ County _____

City _____ State _____ Zip Code _____

Phone Number(s) _____ Email _____

IT IS HEREBY AGREED TO AS FOLLOWS:

A. DEFINITIONS:

- a. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be trained under this agreement.
- b. The term "TRAINER" shall herein refer to Jennifer Dittman and any of All American's trainers, managers, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on All Americans' behalf.
- c. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers.
- d. The terms "TRAIN" and "TRAINING" shall herein refer to the developing, conditioning and education of horses.
- e. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted.
- f. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor.

B. AGREEMENT PURPOSE and CONSIDERATION:

At the commencement of this agreement, the OWNER intends for the TRAINER to undertake the training of the animal(s) listed below under Clause C and to provide other incidental services according to terms and conditions set forth herein.

C. DISCLOSURE OF INFORMATION ABOUT HORSE TO BE TRAINED:

(Please attach a copy of HORSE's registration papers and lease agreement (if applicable) to contract)

Registered Name of Horse _____ DOB _____
Registration No. _____ Breed _____
Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____
Disclose Horse's Vice's, Unique Habits _____
Other Pertinent Information _____
Type of Training Desired _____

D. FEE SCHEDULE FOR TRAINING SERVICES:

In consideration of OWNER'S selection of fees and services from the current fee schedule of TRAINER, TRAINER agrees to furnish training and care necessary for the training of the HORSE, commencing on the date of arrival. TRAINER reserves the right to raise fees upon thirty (30) days notice of any increase to the OWNER. Payment shall be made in advance. OWNER agrees to pay the TRAINER on delivery of HORSE a prorated fee for the remainder of the month the HORSE arrives. Subsequent payments are due and payable on the first (1st) day of each month that this Agreement is in effect. TRAINER does not prorate when OWNER removes HORSE from training. A \$25.00 fee will be assessed to any returned checks. If OWNER instructs TRAINER to enter the horse at a show or event, once TRAINER enters the HORSE, OWNER is obligated to pay all entry fees, show fees, transportation expenses and other pro-rated expenses, even if OWNER elects to not take the HORSE to the show or event. These fees may be waived by TRAINER, at TRAINER'S sole discretion. TRAINER agrees to train the HORSE at the stable located at 3468 Sartain Rd, Mineral Wells, TX 76067. If HORSE needs to travel elsewhere for training, such as visiting a show for familiarization, OWNER gives permission and further releases TRAINER from any and all liability regarding travel trailering and further considerations while at the show.

Agreed Training Fee \$1400 month/horse

E. HORSE HEALTH WARRANTY:

OWNER warrants that the HORSE is free of all communicable diseases upon delivery to TRAINER. On or prior to arrival, the OWNER shall provide a record of HORSE'S current vaccinations, a negative Coggins test performed within twelve (12) months prior to arrival, and a health certificate if the horse is traveling from out-of-state. If the HORSE arrives without any required records, TRAINER may elect to decline acceptance of the HORSE or provide the vaccinations and tests at OWNER'S expense.

F. TRAINER'S RIGHT TO REFUSE SERVICES:

TRAINER reserves the right to refuse the continuation of training services of any horses for any reason, to include but not limited to: HORSE's poor health or unsoundness, dangerous propensities, habits and/or vices, and/or non- trainable condition which TRAINER may not be equipped or capable to handle; OWNER'S refusal to obey stable rules or to cooperate with TRAINER on reasonable requests relative to the management, training, welfare and safety of

animals and people on premises. In the event TRAINER exercises this right, TRAINER will give OWNER seven (7) days written notice to remove HORSE(s) from premises. After all fees have been paid in full, this agreement is concluded. Failure to pay training and other fees as due shall also entitle TRAINER to immediately terminate this agreement and to keep HORSE(s) in the TRAINER'S possession until all fees and charges are paid in full.

G. FEED, FACILITIES AND SERVICES PROVIDED:

TRAINER agrees to provide training and normal and reasonable care required to maintain the health and well-being of the HORSE. TRAINER will manage and supervise feed schedule in order to maintain normal and reasonable health of the HORSE. OWNER shall be responsible for all expenses related to additional feed, supplements or medications required for the HORSE. Horses in training must participate in TRAINER'S deworming, immunization, and teeth floating programs, the cost of which shall be borne by OWNER. OWNER acknowledges he has inspected facilities and finds them safe and in proper order.

H. IN EVENT OF HORSE ILLNESS OR INJURY:

Should HORSE become sick or injured, TRAINER shall attempt to telephone the OWNER immediately. If OWNER does not immediately inform TRAINER regarding measures to be taken, or if the state of the HORSE's health requires immediate action in the TRAINER'S opinion, TRAINER is authorized to request the services of a veterinarian of his/her choice or to give any other attention that appears necessary. OWNER is responsible for all expenses incurred and will be billed by either the TRAINER or veterinarian.

I. 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, strays, 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 of said HORSE(s), except in the event of willful negligence on the part of TRAINER. This includes but is not limited to any personal injury or disability the OWNER may receive on TRAINER's premises. The OWNER fully understands that TRAINER does not carry insurance on any horse at the facility for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance. The OWNER also fully understands all risks connected with training said HORSE are to be borne by the OWNER. 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. OWNER agrees to obtain equine insurance for any animals valued in excess of five thousand dollars (\$5,000), at OWNER'S expense.

J. INHERENT RISKS WARNING AND NATURE OF THE HORSE:

WARNING:

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

K. DIRECT LOSS TO PERSONAL PROPERTY WARNING:

OWNER is hereby warned that while on TRAINER'S premises direct loss or damage, theft or injury to OWNER'S horse(s), tack, equipment, and trailer is not covered by TRAINER'S insurance. The actual OWNER, having the financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's, or other insurance policy, or under a separate policy as in the case of the loss of HORSE.

L. OWNER ACCEPTANCE OF RESPONSIBILITY:

During the time that the HORSE(s) are being trained, the HORSE(s) shall be in the custody of TRAINER. OWNER has inspected TRAINER's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for the HORSE(s). TRAINER will exercise reasonable care for the protection of the horse and shall train the animal to the best of his/her ability. It is understood that each animal is unique, and TRAINER cannot guarantee the results or degree to which the horses will be trained. OWNER further understands that the training of a Horse involves the placing of above normal stresses on the Horse both physically and mentally and that the TRAINER is in no way responsible for the results of the reasonable levels of stress which could potentially cause injury, illness and/or loss of HORSE(s) by death. OWNER further agrees to be responsible for any and all damages, injuries, and loss of life caused by or to the HORSE(s) while in the control of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the HORSE(s) caused by vices or dangerous behavior not disclosed to the TRAINER by OWNER. OWNER is also responsible for accidents, injuries, and loss of Life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's HORSE(s).

M. LIMITATION OF LIABILITY AND INDEMNIFICATION

OWNER agrees to hold harmless and release TRAINER and its subsidiaries, affiliates, agents, servants and employees from any and all loss, damage or legal liability arising from any fault or negligence of TRAINER and/or TRAINER'S subsidiaries, affiliates, agents, servants or employees. OWNER agrees it will bring no claims, demands, actions, causes of action, and/or litigation against TRAINER and/or its subsidiaries, affiliates, agents, servants and employees related to the same. Further, TRAINER shall not be liable for any sickness, disease, estray, theft, death or injury that may be suffered by the HORSE while in TRAINER'S custody, nor for any other loss, damages or injury arising out of or connected with boarding or other services pursuant to this Agreement. TRAINER shall not be liable for any personal injury or disability which the OWNER and their agents, representatives, family, or guests may receive while on premises. OWNER agrees to indemnify and hold TRAINER harmless from any claim related to damages, illness, or injury whatsoever caused by the HORSE, or from any claim by OWNER, or his/her agents, representatives, family or guests arising from their presence on their premises, and agrees to pay all expenses and reasonable attorneys fees incurred by TRAINER in defending against such claims. OWNER acknowledges the inherent risks associated with equine activities and is willing and able to accept full responsibility for his own safety and welfare. Furthermore, OWNER releases the TRAINER and any other equine owner or agent from liability, unless the TRAINER, equine owner, or agent is grossly negligent or commits willful, wanton, or intentional acts or omissions. OWNER also acknowledges that OWNER executes this Agreement on behalf of OWNER, as well as all of OWNER'S children, family members, and guests.

N. SALES COMMISSION

OWNER agrees to pay Jennifer Dittman according to the following commission fee scale if the above named HORSE is sold during the time it is in the care of TRAINER. The fee is due and payable in full at the time all sale contracts have been signed.

- a. \$500 commission fee for HORSE if sold for \$0-4,999
- b. 20% commission fee of total sales price if HORSE is sold for \$10,000 and above
- c. \$200 photo/video fee if HORSE is taken off market per OWNER'S request per HORSE

O. COMPETITION

TRAINER's show schedule will be posted on January 15 of each year. OWNER agrees to enter horse in selected shows/competitions upon the sole discretion of TRAINER.

P. PRIZE MONEY

When horse is shown by TRAINER, prize money will be split 50/ 50 after entry fees are deducted, and will be payable to Jennifer Buenrostro. All other ribbons, plaques, and trophies will be awarded to OWNER.

Q. AGREEMENT SCOPE AND TERRITORY:

This agreement shall be legally binding upon the TRAINER and the OWNER and OWNER'S parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into the state and county of domicile of the TRAINER and will be interpreted and enforced under the laws of the State of Texas. Any disputes by the OWNER shall be litigated in the county in which TRAINER is physically located. If any clause(s), phrase(s), or word(s) is/are in conflict with Texas State Law, then that single part is null and void.
EQUINE LAW IS APPLICABLE IN THE STATE OF TEXAS.

R. LIEN AGAINST BOARDED ANIMAL:

The OWNER hereby grants a possessory lien against HORSE(s) in training to the TRAINER for the value of any unpaid services rendered by the TRAINER under this agreement. Should such charges go unpaid, the TRAINER shall be entitled to exercise the right to enforce said lien according to the laws of the State of Texas.

S. OWNER RIGHT OF TERMINATION:

Upon 30 (thirty) days written notice to the TRAINER, after minimum training period of 30 (thirty) days, the OWNER may terminate this agreement 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 agreement is concluded. Training will not be prorated for horses leaving the facility.

T. OWNER INVOLVEMENT

OWNER(S) is/are allowed to come visit horse between the hours of 8AM and 8PM CST Monday through Saturday, unless otherwise scheduled with TRAINER. OWNER(S) understand that due to the high number of riding lessons given throughout the day, additional practice rides (without the trainer present) must be scheduled with the trainer in advance. Lessons and training sessions have first priority when using the arena. OWNER(S) must be approved to ride without trainer's supervision in order to maintain the well-being of the horse's mental stability while it is in a high intensity training program.

U. ADDITIONAL AGREEMENTS:

Additional agreements should be listed here, and be individually initialed by each party.

If none, check here: _____

V. ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK, AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

OWNER'S SIGNATURE: _____ DATE: _____

TRAINER'S SIGNATURE: _____ DATE: _____

OWNER'S NAME _____

DAYTIME PHONE _____

EVENING PHONE _____

OWNER'S ADDRESS _____

RELEASE OF LIABILITY:

In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein, I, the undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER'S owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on TRAINER'S behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to TRAINER'S and/or TRAINER'S ASSOCIATES ordinary negligence; and I do further agree that except in the event of the TRAINER'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions, and causes of action against the TRAINER and TRAINER'S ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage, and injury to the horse(s), and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the TRAINER.

OWNER'S SIGNATURE: _____

DATE: _____

Horse Information Sheet and Vet Care Authorization

Owner's Name: _____

Phone Number: _____ Email: _____

Emergency Contact: _____

Registered Name of Horse: _____ DOB: _____

Registration No.: _____ Breed: _____

Color: _____ Sex: _____

Current Insurer: _____ Policy #: _____

Insurer Emergency Phone #: _____

Disclose Horse's Vice's, Unique Habits: _____

Training Discipline: _____

Vet Care Authorization:

In my absence, I, _____ (Owner), authorize trainer, assistant trainer or stable personnel to obtain emergency care for my horse. This permission provides the trainer the authority to take whatever action(s) deemed necessary to ensure the welfare of the animal.

Trainer, assistant trainer or stable personnel are authorized to obtain emergency medical care for my horse up to an amount of \$_____.

Owner's Signature: _____ Date: _____