BLVE (OLLAR HORSE (OMPANY 2738 FM 2896 – GAINESVILLE, TX - 76240 BLUECOLLARHORSECO@OUTLOOK.COM

☆ Training Contract☆

Full payment of the first months Board and Training will be due upon arrival of your horse(s). Payment of the subsequent months will be due on the 1st of that month. Once invoiced for monthly board and training, as an owner you cannot then decide to remove your horse from our barn. You are liable for the amount invoiced. If you do wish to remove your horse from training 30 days written notice is necessary to not be held accountable for the next months training/board fees. Any horse leaving before the term (90 days) is completed will NOT receive a refund of training or board. A written, dated and signed notice of at least 30 days must be received to be eligible for any applicable refunds. If a horse leaves prior to the completion of 90 days, a cancelation fee of \$1500 will be due and payable immediately before the horse is able to leave our care. If a horse is a "Sale Consignment horse" a sale consignment contract must also be signed on file to not be liable for the contract cancellation fee.

In the event of a sale of a horse in our care, the owner must pay the 10% commission fee listed here within in order to not be charged for the next month's training and/or board regardless of horse remaining in training with the new owner or leaving the premises. <u>All</u> customer owned horses on our ranch will be assessed a commission fee in the event of a sale or change of ownership regardless of situation of sale.

LATE FEES:

- A charge of \$25.00 will apply on the 10th day after the owing date shown on the invoice (postmarked)
- A charge of 10% of the total amount overdue will apply after 30 days past due and every 30 days there after.
- After 30 days the account will be closed and all horses owned by the owner(s) will be placed on board until the account is paid in full. Following 45 days, the animals will be sold at public auction mart or house to pay arrears.
- If your account is closed with us and you are able to reopen it with full payment, post-dated checks must be given for at least three months in advance. In order to reopen the account a new post-dated check will be issued monthly, starting on the second month, for services to continue.

<u>Accounts must be paid in full every month to avoid closure.</u> All NSF/ Returned Checks will be a charged a \$75.00 fee.

Fees are subject to change. We will send an updated rates sheet at least 30 days prior to the change.

Horses will not be accepted for a term less than 90 days. If you would prefer your horses ridden on a per ride basis, the fee is \$60.⁰⁰ per ride plus board if the horse remains in our care.

All owners are responsible for a term of not less than 90 days "Training Fee". Should you choose to remove your horse for a period of time, in order to keep that stall for your horse to return, the training fee of \$600 must be paid monthly in advance in order to keep stall open if you intend for your horse to return. Any board fees pre-paid are nonrefundable during the time your horse is not in our care. Contract Cancellation fees apply.

Client please initial that you have read and understood all included in this page Approval Training time varies from day to day depending on the horse's learning curve, temperament, and athletic ability. The horse will be exposed to ground work and time under saddle with a rider if it is physically safe for the horse and/or rider to do so. Other activities the horse may be exposed to are picking up feet, clipping, desensitizing, washing, trailer loading and other activities besides regular riding that are a part of a typical life interacting with humans. Owners requesting videos of their horse(s), will be charged a \$100 video convenience fee per video at the discretion of Tyrel and/or Rhea Pole.

Blue Collar Horse Company shall train horse and perform all services in accordance with generally accepted professional standards. Blue Collar Horse Company will exercise reasonable care for the protection of the horses and shall educate and train the horse(s) and owner(s) to the best of their ability.

No Guarantee is made as to the level of training each horse will reach in a certain period of time; owners MUST be willing to participate in the training of their horse if they are planning to continue training, showing and/or daily riding on their own. If no interest in training is taken by owner, no results from training are or should be expected from the horse once removed from the care of Blue Collar Horse Company.

All decisions regarding the well being and general care of the horse while he/she is in our care will be left to the discretion of Blue Collar Horse Company. <u>All</u> efforts will be made to give your horse(s) normal and reasonable care. Therefore we request that our decisions are respected and trusted by our clients. This allows for an uncomplicated partnership between us, and a stress free environment while attending an event or just in everyday dealings. It also permits us to do our job properly and ensures that your horse is given every possible opportunity that they need to be successful.

Included Training will be everyday training and grooming supplies (shampoos, conditioners, wraps and leg boots, work pads, etc.) to be used while your animal is in our care; these items remain the property of Blue Collar Horse Company.

Blankets are supplied by the owner, but if needed (show/sale horses), we can purchase the appropriate blankets and charge them to your account (Full Blanket Package \$450.00 includes owner/horse name embroidered on blankets). The blankets will become property of the owner and will be returned when the horse leaves. All maintenance of blankets including but not limited to tears, ripped and lost straps are that of the owner, a \$100 flat fee will be charged per year for blanket maintenance. Repairs will be left to the discretion of Blue Collar Horse Company. If repair costs are not paid upon departure of horse(s), blankets will remain property of Blue Collar Horse Company.

Owners will be responsible for all farrier and vet bills. Every horse will be seen by the chosen farrier and veterinarian of Blue Collar Horse Company no exceptions. Horses will be shod/reset every 5-6 weeks. In the situation where a problem occurs (abscess, quarter cracks, etc.) the animal may need extra attention from the farrier. Owners are obligated to pay the expenses of these services. Also owners will be responsible for any medications or vaccinations given while the horse is in our care. Every animal will be wormed (Even Months) and vaccinated (as required) on our schedule while in training.

Your account must be settled before your horse can be able to go home. Blue Collar Horse Company will retain the right of possessory lien for the amount due for training, showing and/or any additional agreed upon services or outstanding expenses and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full. **Client please initial that you have read and understood all included in this page** Approval ______ If debt has not been paid in full within 45 days of date on invoice or payment notice, animals will be turned over to a public auction mart or house. Funds received will go towards payment of arrears and any remaining funds will be turned over to owner. All of these actions will be in accordance with Texas Law regarding stablemans liens.

If your horse is to be shown while in our care:

The entry and stall fees will be charged according to the show and their fee chart. These fees will be charged and paid for in advance of the horse being shown. In some cases horses will require a negative coggins test and a health paper before leaving for the show. These costs are the responsibility of the owner.

Accommodations/RV costs will be equally divided between horses at each show. These fees will be billed in advance of the horse show as well.

Any additional incurred fees will be billed after we get home from the show. Additional Fees are listed on the price list.

The money winnings will be divided 50/50 (after class entry fees only are deducted) between rider and owner. Rider retains buckles and any draw items won. All other prizes go to the owner unless otherwise agreed in writing.

In the unfortunate event that the horse requires medical attention by a veterinarian, we will attempt to contact you **immediately**, in the event you are not reached, Blue Collar Horse Company and it's employees or owners, will have the right to secure emergency veterinary care. You will be responsible to pay all costs in regards to this care. We will also be authorized as your agent, to arrange billing to you for these costs.

^{**}Client please initial that you have read and understood all included in this page** Approval _____

1. Release and Hold Harmless Agreement

The undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm, illness or death to/of horse, rider and spectator.

In consideration, therefore, for the privilege of placing their horses in training or board care, riding, working, taking part in various clinics or lessons and/or spectating around horses, cattle, buffalo, dogs and other animals located at the stable /premises of Blue Collar Horse Company and those that are in the care of Blue Collar Horse Company, the Undersigned does hereby agree to hold harmless and indemnify Blue Collar Horse Company, Tyrel Pole and Rhea Kobsar/Pole, and their families, friends, employees, interns other participants and further release them from any liability or responsibility for accident, injury, damage, or illness or death to the Undersigned or to any horse owned by the undersigned (stabled or hauled on to the premises) or to any family member or persons accompanying the Undersigned on the premises.

2. Transportation Agreement

The undersigned assumes the unavoidable risks inherent in the transportation of their animal. The hereby give permission to Tyrel Pole And Rhea Pole (Blue Collar Horse Company) to transport their horse(s) at anytime. The undersigned also understands that Blue Collar Horse Company is not a commercial carrier and does not retain insurance with regards to hauling animals, therefore if any death, injury or illness occur to the animal for any reason, the undersigned agrees to not carry out any lawsuit or claim against Blue Collar Horse Company and Tyrel or Rhea Pole at any time, and if such a situation should arise, understands that they will be responsible for any and all costs with regards to legal representation of Blue Collar Horse Company and/or Tyrel and Rhea Pole and any costs that they may incur with such a situation.

In consideration, therefore, for the privilege of having their animal trailered/hauled and in the care of Tyrel Pole or Rhea Pole, the Undersigned does hereby agree to hold harmless and indemnify Blue Collar Horse Company /Tyrel Pole and Rhea Pole and further release them from any liability or responsibility for accident, injury, damage, or illness to the Undersigned or to any horse owned by the Undersigned or to any family member or spectator and belongings accompanying the Undersigned on any travel for any reason.

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Price List 2023

This price list is subject to change at any time, 30 days' notice will be given to current customers via email of new Price List

| ltem # | Item Name/Description | Price |
|------------------------|--|-------------------------------|
| Training | Full Month Training & Board (90 days Min) | \$1200.00 per month |
| 30 days | 30 days Training & Board (must be selected at time of horse being dropped off) | \$1500.00 per month |
| Sale Board | Sale Consignment Board (Partial training with maximum 10 rides per month, turn out, lunged other days) | \$900 per month |
| Indoor Board | Full Care including turn out | \$700 per month |
| Pasture Board | Pasture board Only with other horses | \$500 per month |
| Mare Care | Mares left with us to be bred or foaled out Wet | \$30 per day |
| | Dry | \$25 per day |
| Foal Out Fee | Foal out fee per mare | \$300 |
| Coaching At | Less then 5 day show (weekend shows) | \$100 per day |
| Shows *Non | More then 5 days (Major event) | \$75 per day |
| Training Customer* | Customer with horse in training | No Charge |
| Mileage | .90 per mile (\$50 surcharge for less then 20 miles) | .90 per mile |
| Day Fees at horse show | Owner with 1 horse | \$50 per day |
| | Owner with 2 Horses Owner with 3 Horses+ | \$80 per day \$100 per day |
| | | • • |

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Any actions arising from this Agreement will be mediated by Mr Larry Sullivant in Gainesville, TX. Both Owner and Trainer agree the final decision of mediator is binding and will have no further claims to each other outside of this agreement for any reason. Cost of mediation is the responsibility of the party bringing forth the action. If Blue Collar Horse Company brings forth a claim and is the prevailing party, the undersigned agrees to pay all fees relating to legal representation, litigation, mediation or any other fees relating to said action.

CLIENT SPECIFIC TERMS (IF ANY) LISTED HERE:

BY SIGNING BELOW, I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THE PAGES OF THIS ENTIRE CONTRACT AND HEREBY AGREE TO ALL THE TERMS AND CONDITIONS LISTED WITHIN:

Blue Collar Horse Company

Turel Pole

Owner/Authorized agent of horse(s)

Signature

Printed Name

Address

Phone Number

Date: _____/ ____/

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