

Training Contract

THIS AGREEMENT is made this ____ day of _____, 20____, by and between Brittany Mashburn, (hereinafter "TRAINER") , and:

Owner_____ (hereinafter "OWNER")
Address_____ County_____
City_____ State_____ Zip Code_____
Phone Number(s)_____ Email_____

HORSE

This Agreement pertains to the OWNER'S horse(s) more specifically described below

HORSE information

Name_____ (hereinafter "HORSE")
Breed_____ Sex_____ Color_____
Markings _____

The OWNER represents that he/she owns the HORSE, or has the right to possession of the HORSE. The terms and conditions set forth herein shall be applicable to each and every horse trained or cared for by the TRAINER, regardless of whether each horse is identified in this Agreement or any other agreement. In the event the HORSE is removed from the premises for any reason and returned, this Agreement shall be deemed null and void.

Training Agreement

FEES AND TERM

In consideration of the OWNER'S selection of fees and services from the current fee schedule of the TRAINER, the 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 the fee upon providing the OWNER with thirty (30) days notice.

- The OWNER agrees to pay the TRAINER on delivery of HORSE.
- The TRAINER agrees to provide OWNERS choice of feed.
- The OWNER will provide FEED if different from TRAINERS feed/not wanted
- Hay will be provided by TRAINER.
- Farrier cost will be provided by the OWNER.
- Veterinary cost will be provided by the OWNER.
- Payment is **non-refundable!**
- TRAINER will provide training per schedule as possible (trainer has a full time job, training will take place before and after schedule shifts)!

farrier and veterinary cost (if any) will be invoiced, and due upon pick up after training

If the OWNER, instructs the 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 (at TRAINERS cost of \$1.75 a loaded mile to and from the farm) and other expenses, even if OWNER subsequently decides not to take the HORSE to the show or event. These fees may be waived by the TRAINER, at TRAINER'S sole discretion. Entry fees are always **non-refundable**. All show fees, travel expenses and other costs/fees for any horse show shall be paid in full before the horse is transported to the show.

Owner agrees to pay TRAINER a commission of 15% on the sale of each horse TRAINER assists in selling on behalf of OWNER. **this is for consigned training horses only**

PAYMENTS

Payments are **non-refundable!** Payments are to be made via **CASH, VENMO,, FACEBOOK PAY, PERSONAL CHECK** made out to Brittany Mashburn *(this must clear within 3-5 business days before training begins, which will add days to your horses stay, but will not be billed only due to making sure the check cashes, if not a \$30 return check fee will be added to your invoice, the original training fee will be invoiced, along with a lien against your horse until payment is made so training can begin).*

TRAINER'S PREMISES

TRAINER agrees to train the HORSE at the stables located at 1650 Providence Rd. Sevierville, TN 37876, on a 30/60/90/120 day agreed upon basis.

OWNER agrees to abide by and comply with rules of TRAINER and/or the property/barn owner.

FEED, FACILITIES, AND SERVICES PROVIDED

- TRAINER agrees to provide training and reasonable care required to maintain the health and well-being of the HORSE.
- TRAINER will manage and supervise the 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.
- OWNER agrees to provide the necessary farrier, worming, and veterinary care, for the HORSE as is reasonably necessary, at OWNER'S expense.
- OWNER acknowledges OWNER has inspected facilities and finds them safe and in proper order.
- All dogs must be on a leash.
- OWNER agrees to **never** give out the gate code
 - Gate code is _____
 - Gate is automatic and opens inwards
 - Please make sure no horses are around (TRAINERS lead mare (black horse) is used to the gate staying open to change fields)
- OWNER agrees to respect that TRAINER lives on property
 - TRAINER allows visiting hours between 6:30 am - 8:30 pm

VACCINATIONS

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 vaccination of required vaccinations, a negative Coggins test performed within six (6) months prior to arrival of the HORSE. **copies**

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.

EMERGENCY CARE

TRAINER agrees to employ reasonable attempts to contact OWNER, in the event of the HORSE'S medical emergency.

If TRAINER is unable to contact OWNER, and if emergency care appears warranted in the reasonable opinion of TRAINER, TRAINER shall secure emergency veterinary and/or farrier care deemed reasonably necessary for the health and well-being of the HORSE.

TRAINER assumes that OWNER desires surgical care for the HORSE, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless TRAINER is expressly instructed in writing by OWNER that surgical care is not desired for HORSE.

OWNER agrees all costs of such care secured shall be paid by OWNER within five (5) days from the date OWNER receives notice thereof, or TRAINER is authorized, as OWNER'S agent, to arrange direct billing to the OWNER.

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 personal injury and/or theft, injury damage or death of said horse. This shall include the release of TRAINER for 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, astray, 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 attorney 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/her own safety and welfare and 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.

TRAINER shall not be responsible for theft, loss, damage, or disappearance of any tack or equipment, or other property stores on the premises, as the same is stored at OWNER'S own risk.

DEFAULT/TERMINATION

Should OWNER become delinquent in fee payment, or otherwise breach any term of this Agreement, or violate any rule of TRAINER and such actions continue uncured for ten (10) days after OWNER receives notice thereof, this Agreement shall be terminated by TRAINER at TRAINER'S sole option, and OWNER must remove the HORSE within ten (10) days' receipt of notice of termination of this Agreement by TRAINER.

OWNER or TRAINER agrees that fifteen (15) days' written notice shall be given to the other party prior to the termination of this Agreement.

It is also agreed that this Agreement may be changed by TRAINER upon fifteen (15) days notice.

RELEASE

OWNER shall make arrangements with TRAINER for the HORSE'S release at least 48 hours in advance of said release.

OWNER resumes all responsibility for, and releases TRAINER from, any responsibility or liability for the HORSE'S health, soundness, breeding condition, transportation and care.

Should OWNER desire that TRAINER release the HORSE to any third party, OWNER must provide to TRAINER his or her detailed written consent and instructions for such release before TRAINER will give possession of the HORSE to the third party.

All amounts due to TRAINER (and all service providers) from OWNER must be paid prior to OWNER'S removal of the HORSE from TRAINER.

Any tack left in the care of **Brittany Mashburn** for more than 30 days that was owned or used by OWNER will become property of **Brittany Mashburn**.

Brittany Mashburn requires a 30 day notice prior to removing, or withdrawing any horse from the program, or premises.

RIGHT OF LIEN

TRAINER has the right of lien as set forth by the laws of the State of Tennessee, for the amount due for the training, board and upkeep of the HORSE, and for any services provided by TRAINER to HORSE or OWNER.

TRAINER shall have the right, without process of law, to retain the HORSE and other property until the amount of said indebtedness is discharged and paid in full.

TRAINER will not be obligated to retain and/or maintain the HORSE in question in the event the amount of the bill exceeds the anticipated unregistered value of the HORSE.

In the event TRAINER exercises its lien rights as above described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said HORSE upon affidavit by TRAINER'S representative setting for the material facts of the default and foreclosure/forfeiture, as well as TRAINER'S compliance with foreclosure/forfeiture procedures as required by law.

MISCELLANEOUS

Legal Authority: Each party represents and agrees that they have the lawful authority to enter into this agreement and sign below.

Legal Fees: In the event of an action by either party against the other party by reason of any breach of any of the terms of this Agreement, the substantially prevailing party shall be entitled to recover from the other party all costs and expenses, including their attorney's fees incurred, provided only that they are not unreasonable. The party objecting to any attorney's fees shall be required to demonstrate that the attorney's fees incurred are unreasonable.

Survival: All of the representations, indemnities, warranties and covenants set forth in this Agreement shall survive the execution of this agreement.

Successors and Assigns: This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors and assigns.

However no assignment of this agreement shall be valid without the written consent of the other party which may be withhold in his/her sole discretion.

Entire Agreement: This agreement contains the entire agreement between the parties and no addition or modification of any term or provisions shall be effective unless set forth in writing and signed by both OWNER and TRAINER.

Time of Essence: Time is of the essence of each and every provision of this agreement.

However, in the event the provisions of this agreement require any act to be done or action to be taken hereunder on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.

Governing Law: This agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Counterparts: This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Severability: In the event any portion of this agreement is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this agreement.

Headings: Headings at the beginning of each paragraph are solely for the convenience of the parties and are not a part of this agreement.

Construction: Whenever the context of this agreement requires, the singular shall include the plural and the masculine shall include the feminine. The parties agree that this agreement shall not be strictly construed for or against either of the parties as both parties participated in the preparation of this agreement.

Exhibits/Documents: All exhibits to this agreement are fully incorporated herein as though set forth at length.

Each party agrees to execute such further and additional documents as may be necessary or convenient for the purpose of fully effectuating the terms and provisions of this agreement. All such documents shall be in a form reasonably agreeable to all parties and not inconsistent with any provision of this agreement, except as to those documents whose form has been provided with this agreement or which has otherwise already been agreed upon by the parties.

SIGNER STATEMENT OF AWARENESS

I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT,
WARNINGS, RELEASE AND ASSUMPTION OF RISK. EXECUTED this _____ day of
_____, 20__.

Brittany Mashburn

OWNER

FEES SCHEDULE

Handled horses at least halter broke, needing refreshers, colt starting, ground manners, the basics, tuned up, consignor/sell horses

Days	Price
30	\$450
60	\$750
90	\$1250

FEES SCHEDULE

*Unhandled *wild* horses, unruly horses, stallions, etc.*

Days	Price
30	\$700
60	\$950
90	\$1650
120	\$2250

PHOTO CONSENT FORM

I, _____ grant permission to Brittany Mashburn for the use of the photograph(s) or electronic media images as identified below in any presentation of any and all kind whatsoever. I understand that I may revoke this authorization at any time by notifying Brittany Mashburn.

Image(s) Description: images and videos pertaining to training only for social media platforms showing progress of said training for promotional use only!

I, _____ consent to allow Brittany Mashburn use images and videos of MY (OWNER) horse for promotional use.

I, _____ DO NOT consent to allow Brittany Mashburn use images and videos of MY (OWNER) horse for promotional use.

promotional use terms as follows: showing training client, showing progress from day 1 to finished, allowing use of the photos from training for Facebook only