



## TRAINING AGREEMENT

1. **Parties:** This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between **Earthquake Arabians (EARTHQUAKE ARABIANS)**,

**NAME (hereinafter "Customer"):** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY, STATE ZIP** \_\_\_\_\_

**RES. PHONE** \_\_\_\_\_ **WORK PHONE** \_\_\_\_\_

**CELL PHONE** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

2. **Horse:** This contract pertains to:

<u>Horse Name</u>	<u>Reg#</u>	<u>Breed</u>	<u>Sex</u>	<u>Color</u>	<u>Age</u>
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. **Ownership:** Customer (mark one)

\_\_\_\_ has full ownership and registration,

\_\_\_\_ leased horse,

\_\_\_\_ horse leased as lesson horse with Earthquake Arabians

\_\_\_\_ has purchased the horse on installment contract with final payment due  
\_\_\_\_\_, 20\_\_\_\_, and full ownership.

Registration are currently held by:

**NAME :** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY STATE ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

4. **Services Program:** Customer hereby contracts with **EARTHQUAKE ARABIANS** for training services as more fully detailed below:

a. **Fees:** It is agreed that Customer shall pay EARTHQUAKE ARABIANS the sum of \$ 400.00 *Full Training* - \$275.00 *Conditioning Training*. Circle one.  
per month for training services. EARTHQUAKE ARABIANS will provide professional equine training services to be performed on a best-effort basis, in a reasonable and competent manner, but with no expressed or implied warranty or guarantee. **See Attached Fee Schedule**

b. **Provisions:** In further consideration of Customer's payment, EARTHQUAKE ARABIANS agrees to provide normal and reasonable care for Horse(s), including the following:

\*\* Stall w/ Paddock paid to SonCor Farms

\_\_\_X\_\_\_ Hay \_\_2\_\_ # / day Type: ***Alfalfa provided by SonCor Farms***

\_\_\_\_\_ Grain \_\_\_\_\_ # / day Type: ***LMF ShowTime A \$50/mo***

\_\_\_\_\_ Supplements *(To be provided by "Smart pack". Smart pack will order directly through trainer. Smart pack to bill owner directly.)*

Supplement billing information(card to be on file):

\_\_\_\_\_ exp \_\_\_\_\_

Other \_\_\_\_\_

**Note:** EARTHQUAKE ARABIANS understands that not all horses have the same dietary requirements. Upon this understanding, Customer agrees to pay for nutritional needs deemed to be beyond "normal and reasonable" for best care of the said horse.

b 1. **Training – Horse and Rider:**

\_\_\_\_\_ Full Training (\$400) \_\_\_\_\_ Conditioning/ Halter(\$275)

*\*1 private included in "Full training" program per week.*

**Note:** Any additional riding lessons and advanced instruction (camps) will be purchased/paid on an as needed basis.

**Private Lesson: \$65/ea**

**Private Lesson Package: \$240 – (4 lessons in a calendar month)**

*\*24 hour cancellation policy. Lessons can be rescheduled within the calendar month. Lesson package to be billed with monthly billing cycle.*

c. **Additional Services:** Exhibition services provided to Customer, for which **EARTHQUAKE ARABIANS** shall be paid the following agreed-to fees.

**Note:** Memberships required for completion are the responsibility of the owner/rider.

i) Show Charges:

Schooling Show /	\$100 per day
Class A Show / Horse	\$100 per day
Regional Show / Horse - <i>Flat fee</i>	\$1000.00 per show
Scottsdale / Horse - <i>Flat fee</i> **	\$2000.00 per show
Youth/National Show (AHA, NSH, NRHA) /Horse	\$2000.00 per show

*\*\* Scottsdale Show 1-9 horses competing: \$2000.00, 10+ horses competing: \$1500.*

ii) Show Fees: To include, but not limited to, Trainers motel expenses, rental car (if needed), fuel not covered in mileage of transporting Horse(s), feed and bedding, 1 patron sponsorship, grooming supplies and incidental expenses deemed necessary to the Horse(s) by trainer. It is agreed that some expenses are pro-rated among the total number of Customers attending the show (additional Patrons fees , decorations) and some expenses are pro-rated among the number of horses attending the show (tack/dressing rooms) (see **Fee Schedule**).

iii) All required show tack is to be provided by the client

iv)Transportation: \$.80 per mile per horse

v) Body Clipping \$120.00 / clipping

vi)Show Clipping \$30.00 / clipping

**5. Limitation of liability and indemnification, EARTHQUAKE ARABIANS shall not be liable for any sickness, disease, astray, theft, death or injury that may be suffered by the horse(s) while in EARTHQUAKE ARABIAN'S custody, nor for any other damages or injury arising out of or connected with breeding, boarding, conditioning, training or other services performed pursuant to this Contract, except as required by law. Customer fully understands, authorizes, and assumes the special risks inherent in boarding and transporting horses, and acknowledges that mortality and other insurance is solely Customer's responsibility. All implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the fullest extent permitted by law. In no event shall customer's remedy exceed the amount of the fee paid for the services complained of,**

**EARTHQUAKE ARABIANS** shall also not be liable for any personal injury or damage which the Customer or his agents, representatives or family may receive while on premises, except as permitted by law. It is further agreed that Customer fully and completely waive and release **EARTHQUAKE ARABIANS** (including its agents and employees) from any and all claim for personal injury or damage while on **EARTHQUAKE ARABIANS** property. Customer agrees to indemnify and hold **EARTHQUAKE ARABIANS** harmless from any claim related to damages, illness or injury caused by the Horse, and agrees to pay all expenses and attorneys' fees incurred by **EARTHQUAKE ARABIANS** defending such claims.

6. **Insurance.** An uninsured Horse has to value it to **EARTHQUAKE ARABIANS**, and **EARTHQUAKE ARABIANS** will value a Horse based on its insured amount. If the Customer chooses not to insure the Horse which is identified in Paragraph 2 above, the Customer hereby expressly acknowledges and assumes full liability and responsibility for all risks, loss and/or damage caused to or by the Horse; and, agrees to indemnify and hold **EARTHQUAKE ARABIANS** harmless from any claim related to any loss and/or damage caused to or by the Horse. It is agreed that during the term of this contract, the risk of loss in the event of loss or injury of the Horse(s) shall be assumed by Customer/Owner, and Customer/Owner agrees to hold **EARTHQUAKE ARABIANS** and its employee harmless from such loss or injury or claim, as follows:

**Agency** \_\_\_\_\_ **Agent** \_\_\_\_\_

**Additional Loss Payee** \_\_\_\_\_

**Insured Value** \_\_\_\_\_

**Policy Number** \_\_\_\_\_

**Expiration Date** \_\_\_\_\_

Customer agrees to timely notify **EARTHQUAKE ARABIANS** in writing, or any change of insurance.

7. **Acceptance.** This contract is not effective until approved and executed by **EARTHQUAKE ARABIANS** which reserves the right to reject any Horse at its own discretion, and to return any unruly Horse at Customer's expense.

8. **Vaccinations.** Customer warrants that the Horse is free of all communicable diseases upon delivery to **EARTHQUAKE ARABIANS**. On or prior to arrival, the Customer shall provide a record of current vaccinations for rhinopneumonitis, strangles, equine influenza, tetanus and sleeping sickness, and a negative Coggins (Swamp Fever) test performed within twelve (12 ) months. If the Horse arrives without records of such vaccinations and test, **EARTHQUAKE ARABIANS** will provide the vaccinations and test at Customer's expense. All training horses will be required to have oral de-wormer

every 8 weeks. De-wormer will be administered by trainer and included in that months billing cycle.

**9. Routine Veterinarian and Farrier Care.** It is agreed that during the term of this Contract **EARTHQUAKE ARABIANS** shall have the right to obtain and/or provide proper veterinarian health and Farrier care for the Horse at the Customer's expense. This includes, but is not limited to, routine vaccinations, worming and foot care:

**Preferred Veterinarian: Dr. Wendy Wieberg DVM**

**Phone Number: 530-304-3731**

**Date of last worming** \_\_\_\_\_

**Date of last Vaccination** \_\_\_\_\_

**Special Notes** \_\_\_\_\_

**10. Emergency Care.** **EARTHQUAKE ARABIANS** agrees to attempt to contact Customer should **EARTHQUAKE ARABIANS** feel that medical treatment is needed for Horse, but if **EARTHQUAKE ARABIANS** is unable to contact Customer promptly, it is agreed that **EARTHQUAKE ARABIANS** is then authorized to secure emergency veterinary, Farrier and/or any other care required for the health and well-being of said Horse. All cost of such care secured shall be paid by Customer within fifteen (15) days from the day Customer receives notice thereof, and if Customer does not make such payment, **EARTHQUAKE ARABIANS** is authorized as Customer's agent to arrange direct billing to the Customer. Alternatively, **EARTHQUAKE ARABIANS** may (but shall not be obligated to) pay same and add such amount(s) to Customer's Training charges.

**11. Sales Commission/ Agent Fee.** In the event a Horse is sold while at **EARTHQUAKE ARABIANS** pursuant to this Contract, or in a **EARTHQUAKE ARABIANS** program, Customer shall pay **EARTHQUAKE ARABIANS** a commission equal to fifteen percent (15%) of the sales price. If a horse is sold within 30 days of leaving Earthquake Arabians, the seller is still responsible for 7.5% commission to Earthquake Arabians.

**12. Removal or Release of Horse(s).** Customer shall make arrangements with **EARTHQUAKE ARABIANS** for release of the Horse(s) at least forty-eight (48) hours in advance. Customer is solely responsible for determining whether the Horse(s) is sufficiently healthy to be moved, and for obtaining any necessary blood test, vaccination, and health certificates, whether through **EARTHQUAKE ARABIANS** selected veterinarians or otherwise. ***Horse(s) shall not be removed from the EARTHQUAKE ARABIANS premises at any time without previous consent by EARTHQUAKE ARABIANS.***

**13. Riding Release.** As a rider or parent/guardian of a rider of a horse and or rider trained under Earthquake Arabians (EA), I agree that EA, employees, agents and affiliates shall not be liable to any person or firm, including owner, for damages of any kind, including but not limited to damages to owner from the loss of, injury to or death of a horse, which arise out of or in connection with the boarding or training of the horse, weather or not such damages are caused by fire, theft, the running away, behavior or act of the horse, or any other cause and whether or not caused solely or partially by the negligence of EA, employees, agents or affiliates, whether the horse be on the premises or not. Owner shall indemnify, defend and hold harmless Earthquake Arabians, employees, agents and affiliates from all claims, demands, caused of action and liabilities which may be asserted for such damages referred to in the preceding sentence.

**14. Billing and Payment.**

A. All billings are payable on the first (1<sup>st</sup>) day of the month. Customer agrees to pay a late fee of \$25.00 if payment is made later than the fifth (5<sup>th</sup>) day of the month but less than thirty (30) days from date of invoice.

B. Customer agrees that all outstanding balance due for conditioning, training, veterinary care, Farrier work and all other fees, charges and expenses pursuant to this contract shall be paid prior to **EARTHQUAKE ARABIANS'** release of the Horse or removal of Horse from **EARTHQUAKE ARABIANS**. Customer shall make arrangements with **EARTHQUAKE ARABIANS** for the Horses' release at least forty eight hours (48 hrs.) in advance. Customer is solely responsible for determining whether the Horse is sufficiently healthy to be moved and for obtaining any necessary blood test, vaccination and health certificates, whether through **EARTHQUAKE ARABIANS** selected veterinarians or otherwise.

C. **EARTHQUAKE ARABIANS** has the ability to accept **Check, Cash**, as methods of payment.

D. Bills over thirty (30) days shall result in the horse(s) to be removed from training and automatically put onto a board program only. Additionally, the horse(s) will not be taken to any show regardless of entry status. At such time bill is reconciled, horse(s) will be returned to its previous training status and be likewise eligible to be shown. There will be no prorating of training expenses based on the number of days the horse was not in training due to being pulled from training for non-payment.

Horse(s) in training shall not be removed from the barn at any time without previous consent by **EARTHQUAKE ARABIANS**. Horse(s) given permission to leave for a portion of a month, when requested by the owner, will not be refunded any portion of that month's training bill.

**14. Lien.** Customer grants **EARTHQUAKE ARABIANS** a lien upon and security interest in the Horse to secure all obligations and amounts due under this contract with **EARTHQUAKE ARABIANS**. **EARTHQUAKE ARABIANS** may, at any time until all amounts due hereunder are full paid, file a photocopy of this contract with or without a separate lien statement, in the county and state in which it believes the Horse or foal is

kept and/or where the customer resides, and when so filed the copy shall be effective as a financing statement, as well as a security agreement. At any time the Customer's balance is unpaid for sixty (60) days, or Customer is otherwise in default of this or any other contract with **EARTHQUAKE ARABIANS**, **EARTHQUAKE ARABIANS** may foreclose its security interest in the Horse. Ten (10) days notice shall be deemed reasonable notice of foreclosure sale. Time is of the essence. If any collection proceeding is taken or lawsuit is filed with respect to this contract, its breach, or if **EARTHQUAKE ARABIANS** forecloses any lien or security interest, **EARTHQUAKE ARABIANS** shall be entitled to recover its reasonable attorney's fees and costs.

15. **Non-assignability.** Customer may not assign any rights or delegate any duties under this contract without the written consent of **EARTHQUAKE ARABIANS**.

16. **Entire agreement, construction, jurisdiction.** This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the contract. The invalidity or un-enforceability of any term or provision shall not affect the validity or enforceability of the remainder. The contract shall be construed and **EARTHQUAKE ARABIANS** held by the laws of the State of California. At **EARTHQUAKE ARABIANS'** option, jurisdiction and venue for all disputes connected with this contract shall be proper only in Contra Costa County, California.

17. **Termination.** Each of the parties hereto can terminate this agreement in connection with any training services described herein upon thirty (30) days written notice.

Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

***EARTHQUAKE ARABIANS***  
***TRAINER***

***CUSTOMER/CLIENT***

\_\_\_\_\_  
Earthquake Arabians

\_\_\_\_\_  
Client

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name