

Training & Board Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between _____ hereinafter referred to as "OWNER", and Wolf Springs Ranches, Inc., a Minnesota Corporation hereinafter referred to as "TRAINER".

WHEREAS, owner OWNS the below described horse and desires TRAINER to train said horse for the purpose set forth herein; and

WHEREAS, the parties desire to agree on the terms and conditions of such training.

NOW, THEREFORE, it is hereby agreed as follows:

1. Description and Delivery of Horse

OWNER agrees to deliver the following described horse at OWNER'S expense to TRAINER'S training facility in Santa Ynez, CA or Westcliffe, CO.

Name: _____ Age: _____

Reg.# _____ Color: _____ Sex: _____

Breed: _____ Height: _____

Owner AHA# _____ USEF# _____

2.Payment for Training

OWNER agrees to pay TRAINER the sum of \$_____ per month subject to the terms and conditions hereof. Said charge shall be payable within 15 days of the date of invoice and any payment not received by OWNER within 15 days shall incur additional interest at ten (10%) percent per annum for the number of days past the first of the month that the payment is delinquent. Further, if the payment is not received within 15 days of the date of invoice an additional TEN DOLLAR (\$10.00) handling charge shall be added to the monthly charge as indicated above.

3.Condition of Horse

OWNER represents that at the time of delivery of the horse to TRAINER, the horse will be free of disease and in good health. TRAINER reserves the right to review any and all documents relating to the condition of the horse before accepting the horse. Notifying the trainer of any farrier, vaccination, and worming schedules would be helpful and appreciated.

4.Expenses

OWNER shall bear all costs of all transportation incidental to the purpose of this Agreement, including, but not limited to, veterinary and medical costs, entry fees, special equipment needed on an emergency basis that the TRAINER may deem necessary to the proper showing of any of OWNER'S horses; however, such expenses shall not exceed \$_____ without OWNER'S prior approval. Payment terms shall be in accordance with Paragraph 2 above. Show Fee schedule is attached and are the cost of the OWNER.

5.Accounting and Billing by Trainer

TRAINER shall pay all expenses referred to in Paragraph 4, keep and accurate account thereof, and bill OWNER for the same at the end of each month. If OWNER fails to reimburse TRAINER such expenses when payable, TRAINER is authorized to deduct an amount equal to such expenses from OWNER'S account, if any, held by TRAINER from show winnings, or any other source available to TRAINER.

6. Terms and Termination of Agreement

The term of this Agreement shall be for _____ months, commencing on _____, _____ and terminating on _____, _____ (or can be on a month-to-month basis), or upon ten (ten) days written notice to the other party and a final accounting thereto based on a daily prorated basis shall be prepared by TRAINER and any amounts due shall be paid by OWNER within five (5) days, provided all funds owing to TRAINER shall be paid prior to OWNER taking possession of said horse(s).

7. Board and Feed

TRAINER shall provide hay and grain necessary to maintain proper nutrition and good health for said horse. Special dietary needs for said horse should be brought to TRAINER'S attention and specified below:

Any additional supplements will be the responsibility of the OWNER and will be added to the monthly invoice unless the OWNER directly provides it.

8. Release

OWNER hereby releases the TRAINER, its offices, employees and agents from any and all claims due to activities of the OWNER on the TRAINER'S premises.

OWNER assumes full risk of loss of the horse, including but not limited to, loss due to illness, injury or death except for injury, illness or death caused by gross negligence of the TRAINER.

OWNER acknowledges that Owner has been advised to insure the horse against injury, illness or death. OWNER'S insurance carrier is _____.

Telephone# _____ Policy# _____.

9. Showing Name

OWNER'S horse shall be shown in the name of _____, as OWNER, and _____, as TRAINER.

10. Effect of Termination of Agreement

If this Agreement is terminated for any reason prior to the expiration thereof, TRAINER shall immediately deliver the horse under this Agreement to OWNER. OWNER understands, however, TRAINER has a lien pursuant to CALIFORNIA law and may demand payment in full prior to releasing said horse(s).

11. Authority to Obtain Veterinary and Farrier Care

OWNER hereby authorizes TRAINER to obtain all necessary emergency veterinary and non-emergency farrier care to maintain said horse in good health. All other non-emergency care needs shall be first approved by OWNER unless otherwise authorized hereunder. OWNER shall pay all such veterinarian and farrier services in accordance with Paragraphs 4 and 5 above.

12. Binding Effects on Successors/Attorney Fees: Law

- A. This Agreement shall be binding upon the assigns, heirs, executors, and administrator's of the respective parties.
- B. Should either party breach this Agreement, the breaching party agrees to pay the other's reasonable attorney fees and court costs related to such breach.
- C. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

13. Amendments

This Agreement may be amended at any time by writing, into the provisions herein set forth, and the description of any additional horses(s) desired by both parties to be placed within the terms of the Agreement, and the amendment shall be initialed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
on the day and year first above written.

Wolf Springs Ranches, Inc.

Owner

WSR Agent

Address: _____

200 S Refugio Rd
Santa Ynez, CA 93460

Home # _____

(805) 686-5555

Cell# _____