

SELECT SHOW HORSES, LLC

25109 Six Points Road

Sheridan, IN 46069

317-531-1326

2018

TRAINING AGREEMENT

1. **Parties.** This Agreement to provide training and other services for the Horse hereinafter described is made this _____ day of _____, 2018, by and between Select Show Horses, Inc. ("SSH") and

Name: _____
Address: _____
Phone: _____
Email: _____

2. **Horse.**

Name: _____
Breed: _____
Registration # _____
Color: _____
Sex: _____
Date Foaled: _____

3. **Ownership.** Customer (*check one*) () has full title and registration () leases horse from owner identified below () is purchasing horse on installment contract, with final payment due _____, from owner identified below () owns the horse jointly with the individual(s) identified below

Name: _____
Address: _____
Phone: _____
Email: _____

4. **Services.** Customer hereby contracts for SSH to provide training services as defined in the SSH Rate Schedule, as may be amended from time to time.

5. **Insurance.** Insurance Carrier: _____
Insurance Phone: _____
Insured Value: _____
Policy # _____
Major Medical: Y/N _____
Major Medical coverage amount: _____

Customer and Owner understand that SSH does not provide mortality or other insurance for horses in its care. Obtaining insurance is the sole responsibility of Customer and Owner. If Customer / Owner choose not to insure the horse identified above, he/they expressly assume full responsibility for all risk, loss or damage to horse, and agree to hold SSH harmless from any claim related to any loss or damage.

6. **Veterinary Care.** SSH is authorized to maintain and provide regular vaccinations, worming, Coggins tests, hoof care, breeding cultures, and other routine veterinary needs. In so doing, SSH does not warrant the effectiveness of any vaccinations or veterinary care delivered. Should SSH feel that emergency medical treatment is needed for the Horse, SSH will endeavor to contact Customer; however, if time is of the essence, SSH is authorized to procure veterinary services without Customer's approval. SSH is further authorized to perform any emergency treatment necessary prior to arrival of veterinarian. All costs shall be directly billed by veterinarian to Customer, and Customer agrees to pay such invoices within fifteen (15) days of receipt of invoice. SSH is authorized to act as Owner's agent to arrange direct billing to Owner.

7. **Vaccinations.** Customer warrants that Horse is free from all communicable diseases upon delivery to SSH, and shall provide a record of current vaccination for Rhinopneumonitis, Strangles, Equine Influenza, Tetanus, Sleeping Sickness, and a negative Coggins test performed within six (6) months of arrival. If Horse arrives without such records of vaccinations, SSH may at its option, either refuse to accept the Horse or provide the vaccinations and tests at Customer's expense.

8. **Limitation of Liability.** SSH, its principles, affiliates, agents, employees, contractors, volunteers, interns and servants, shall not be liable for any illness, injury, theft or death of Horse, any damage or theft of equipment, tack or personal property, or any other cause of action arising out of the custody and care of Horse by SSH, including but not limited to, training, boarding, conditioning, breeding, showing and hauling, regardless of whether or not such claim, injury or loss resulted directly or indirectly from the negligent acts or omissions of SSH, its principles, affiliates agents, employees, contractors, volunteers, interns or servants.

9. **Acceptance.** SSH reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Customer's expense. All training programs are subject to availability. SSH reserves the right to discontinue any training program. Placement of a horse in the training program does not obligate SSH or Customer to show Horse.

10. **Sales Commission.** In the event Horse is sold while at SSH, Customer agrees to pay SSH a commission agreed between SSH and Customer in advance of sale. If within 180 days after Horse leaves SSH, Customer enters into a contract to sell, exchange or otherwise transfer Horse to any person whose attention has been called to Horse by SSH, Customer shall pay SSH the sales commission provided above. At time Horse leaves SSH, SSH shall deliver to Customer written notice specifying the names of persons whose attention SSH has called to Horse.

11. **Billing.** All expenses are due in advance and payable on the 1st of every calendar month. Interest shall accrue on any unpaid balance at an annualized rate of 15%. If Customer fails to pay a balance due amount for more than thirty (30) days, SSH may immediately accelerate any other amounts due hereunder upon written notice to Customer. All program fees are subject to change upon thirty (30) days prior notice. Horse shall be taken out of training and put on stall board if balance due exceeds sixty (60) days.

12. **Release.** Customer agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, farrier work, and all other fees, charges and expenses pursuant to this contract shall be paid before Horse is released from SSH. Customer shall make arrangements with SSH for Horse's release at least 48 hours in advance. Upon commencement of loading of Horse for transport, Customer assumes full responsibility for Horse.

13. **Lien.** Customer / Owner grants SSH a lien and security interest in Horse, and any tack or equipment associated with Horse, to secure all obligations and amounts due under this or any other contract with SSH.

14. **Default.** Upon default for a period of thirty (30) days by Owner for nonpayment or any other, notices and requirements of presentment are hereby waived. Owner shall be liable for all accounting and legal fees in any action for collection of unpaid billings. In addition to any other remedies allowed by law, SSH may, upon written notice to Customer and in accordance with Indiana law, sell Horse or any other collateral in which SSH has a lien and security interest. Any such sale shall be in accordance with Indiana law and conducted in a commercially reasonable manner. Any such sale may be made at either public or private sale. All demands, notices and requirements of presentment are hereby waived by Customer.

15. **Non-assignable.** Neither party may assign any rights or duties under this Contract without the express consent of the other party.

16. **Waiver.** No delay or failure by SSH to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy.

17. **Severability.** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

18. **Miscellaneous.** This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing. Headings are for convenience only and not part of the Contract. This Contract shall be construed and governed by the laws of Indiana. Jurisdiction and venue for all disputes connected with this Contract are agreed to be in Hamilton County, Indiana.

19. **Waiver and Release of Negligence.** *Pursuant to Indiana Law: "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." Indiana Code 43-31-5-1*

Customer understands that riding horses and associated activities involve the potential risk for injury. It is impossible to predict a horse's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals. Furthermore, there is the potential that during a horse activity another participant may act in a negligent manner that may contribute to injury to the participant or other person. Customer further acknowledge that signage regarding Indiana's equine law is plainly visible in and around the equine establishment of Select Show Horses LLC.

With full understanding of the inherent risks involved in equine activities, Customer hereby agrees to waive, release and hold harmless Select Show Horses LLC, its owners, officers, directors, employees, agents, instructors, trainers, veterinarians, farriers, equine care providers, maintenance personnel and independent contractors (hereinafter SSH) from any and all claims, suits, actions, damages, judgments and liens of every

name and description, whether they involve tort or civil liability, arising from or relating to participation in equine activity, any negligent acts or omissions, accidents, injury, theft or damages of any kind arising out of equine activities on their premises, at equine competitions, or during any equine activity under their supervision. While every effort will be made to match a rider's skill set to the appropriate horse, SSH makes no representation or guarantees with respect to the suitability of any horse for a particular rider. SSH STRONGLY RECOMMENDS, BUT DOES NOT REQUIRE, THE USE OF HELMETS. ANY RIDER NOT WEARING A HELMET DOES SO AT HIS/ HER OWN RISK.

Customer further acknowledges that he/she is responsible for the supervision of those persons in their party and agrees to obey all rules and regulations of SSH. Customer hereby agrees that any injury to any person in our party in connection with equine activities or their failure to obey the rules of SSH is covered under paragraphs above.

If the student/ rider is a minor, and medical care is required in an emergency, the undersigned parent(s) or guardian do hereby consent to any x-ray examinations, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said minor under the general or specific instructions of any physician or hospital. The undersigned agrees to be responsible for all such medical costs. Every reasonable effort will be made at the time of an accident or illness to contact parents and guardians without delaying medical treatment.

Executed this _____ day of _____, 20_____

SELECT SHOW HORSES, LLC

CUSTOMER:

By: Kellie Budd

Signature

OWNER:

CUSTOMER:

Signature

Signature