

TRAINING AGREEMENT

This training agreement is made and executed this _____ day of _____, 20____, between Maganzini Performance Horses, Carri Maganzini, hereinafter designated "Trainer" and _____, hereinafter designated "Owner". If Owner is a minor, Owner's parent or guardian, _____.

Trainer agrees to accept Owner's horse, _____ for training, and it is the plan and intention of the Owner to place this horse into training.

Reg# _____ Age _____ years Sex _____

Brand Y N Location _____ Color _____

Markings _____

Scars or any other markings _____

It is understood and agreed that the events or purpose for which the horse as above described is accepted for training are as follows: _____

The Owner and Trainer mutually agree to the following conditions:

1. Owner shall pay Trainer the fee of \$650.00 per month for professional services and board, which includes feed, stall & bedding or pasture as determined by Trainer. Grain, wormer, or other supplements are Owner's responsibility. Monthly rates and all other charges are subject to change.
2. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order. _____(Owner's initials)
3. All fees are payable thirty (30) days in advance and due upon receipt of subsequent invoices. Upon completion of agreement or a 3-day written notice to terminate this agreement, a final accounting of all expenses shall be provided by Trainer and is due and payable immediately. The animal will not be released from the Trainer's possession until all expenses are paid in full. _____(Owner's initials)
4. If said horse(s) is out of training for over 3 days consecutively, Owner shall pay the cost of board at ten dollars (\$10.00) per day plus incidental expenses as required. Owner must be notified within billing period if horse is taken out of training.
5. In the event payment is overdue by fifteen (15) days, Trainer shall be entitled to a lien against the horse in the full amount due. Enforcement of said lien shall be at the discretion of Trainer who may sell the horse for amounts outstanding in accordance to the appropriate laws of the State. _____(Owner's initials)
6. The Owner is given notice that Trainer has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged, However, Trainer will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Trainer exercises

Trainer's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from and breed registration as may be applicable to said horse(s) upon affidavit by Trainer's representatives setting forth the material facts of the default and foreclosure as well as Trainer's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs. And other related expenses for which a minimum charge of \$200.00 will be assessed. _____(Owner's initials)

7. Trainer shall train horse and perform services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved since this depends a great deal on the individual physical and mental ability of each horse. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. Trainer is responsible for her own safety and that of the agents of Maganzini Performance Horses , and Owner is not liable for any injury to the Trainer or agents of Maganzini Performance Horses. Owner will be held liable for any property damage done by the horse. _____(Owner's initials)
8. Trainer will show horse at agreed upon horse shows, for a fee of \$25.00 per day. Owner is responsible for transportation of horse, or Trainer shall provide transportation at \$0.55/mile. Owner shall pay for Trainer's housing, horse's entry fees, stall fees, and any other ground fees at horse shows. Owner shall receive all trophies and ribbons. Trainer shall receive 15% of any prize money after entry costs.
9. Owner agrees to hold Trainer and/or agents harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Trainer and/or agents from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) board with Trainer. Trainer reserves the right to notify Owner within seven (7) days of the horse's arrival if said horse, in Trainer's opinion, is dangerous, untrainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Owner shall remove said horse within seven (7) days, and all expenses incurred the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated. _____(Owner's initials)
10. The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner. During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, astray, theft, death or injury, which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of Trainer or agents. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Trainer's premises.
11. The Owner fully understands that Trainer does not carry any insurance on any horses not owned by it for boarding of for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Trainer are to be borne by the Owner. In no event shall Trainer or agents be held liable for equine death or injury. _____(Owner's initials)
12. If Owner carries insurance on the horse(s), Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address, and policy number. Failure to disclose insurance information shall be at Owner's risk. _____(Owner's initials)

13. The value placed on the horse, _____, is \$ _____, subject to change with training. Value changes are to be revised on this training contract, dated & initialed by the Owner and Trainer.
14. Out-of-state horses require a current negative Coggins Test, # _____.
15. Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule. In the event it is not accomplished and proof of it presented to Trainer within thirty (30) days from the date of such services or treatment, Trainer is authorized to arrange for such treatment, but not obligated to do so. Such expenses shall be included in the next billing. _____(Owner's initials)
16. Trainer assumes responsibility for arranging medical and farrier services as necessary. All Veterinarian, Farrier, Dentistry, and Chiropractic expenses shall be paid by Owner and will be invoiced either directly or through Trainer. Owner agrees to provide Trainer with all health records with regard to the horse(s). _____(Owner's initials)
17. In case of an emergency, all contacts will be attempted in the following order: 1. Owner 2. Insurance Company (if applicable) 3. Veterinarian. After reasonable efforts have been made to contact the Owner, the Owner gives the Trainer and/or agent authorization to proceed with the Veterinarian care and/or treatment. If, in the opinion of the Veterinarian, the horse needs to be isolated, the Owner gives the Trainer authorization to provide for the isolation and/or removal of the horse, and make arrangements for proper care. Trainer will use a Veterinarian, Farrier, Dentist, or Chiropractor of her choice to provide necessary care, unless Owner has requested his Veterinarian, _____, his Farrier, _____, his Dentist, _____, his Chiropractor, _____, be used.
18. Owner agrees to notify Trainer of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Trainer as to what party is authorized to make decisions in the Owner's place with regard to health, well being, and/or medical treatment of the horse(s). _____(Owner's initials)
19. Owner acknowledges there are inherent risks associated with equine activities such as described below and herby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as: running, kicking, bucking, biting, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others. Such as failing to maintain control over the animal or not acting within such participant's ability.
20. For the Owner's protection and for the security of the Owner's horse(s), 24 hour notice shall be given by the Owner to the Trainer and/or agents upon the intended visit of the Owner to a horse(s), so that the Trainer and/or

agents is/are aware of the visit in case of an emergency and/or damages, injuries, and/or accidents that may occur during the visit. _____(Owner's initial)

- 21. No children under the age of 16 will be allowed on the premises without a parent, legal guardian, or responsible adult over 21 years of age, unless previous arrangements with Maganzini Performance Horses have been made. **NO DOGS** will be allowed on the premises by Owners or guests.
- 22. Absolutely **NO SMOKING, DRINKING OF ALCOHOLIC BEVERAGES, OR PROFANE LANGUAGE** will be tolerated on the premises. Owner takes full responsibility of conduct of family, friends, and/or guests, including that of the Veterinarian, Farrier, Dentist, or Chiropractor. Violation of inappropriate behavior will result in the offender being asked to leave the premises. Contract may be terminated as a result of violation.
- 23. Maganzini Performance Horses, Trainer and/or agents acknowledge animal's rights and the humane treatment of all animals. All persons, including Owner and Owner's family and/or guests will treat all animals on premises humanely and with respect. The harassment of horses and/or other animals by Owner, family, and/or guests is prohibited. Maganzini Performance Horses, Trainer, and/or agents will not tolerate abusive mistreatment of any animal. Any person on the premises in violation of this policy will be asked to leave. The contract may be terminated as a result of violation.
- 24. Decisions regarding policy are final and enforceable by Trainer and/or agents.

Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in the written agreement. This contract is made and entered onto in the state of Trainer's stable, and shall be enforce and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Owner's Signature (or Parent/Guardian if Owner is a minor)

Date

Address

Phone #

City, State, Zip

Cell #

Trainer (or authorized) Signature

Date

Warning! Under Oregon law, no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity, in so far as those risks are, or should be, reasonable obvious, expected or necessary to the person injured.

Oregon Revised Statutes s 30.689