

Training Contract & Agreement

Full Circle Farm LLC

5180 Grange Hall Rd, Holly, MI 48442

(989)225-1702

WITNESS THIS AGREEMENT on this ____ (day) _____ (month), ____ (year),
by and between Full Circle Farm LLC, hereinafter referred to as "Trainer," and
_____ hereinafter referred to as "Owner," and 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. It is understood and agreed that the events or purpose for which the horse accepted for training are as follows:

1. Fees, Term, and Location. Owner shall pay the Trainer for professional services as described below. All fees for the current month's training shall be payable on the 1st day of training and then the 1st of each preceding month while the horse is in training. Lessons may be purchased at anytime as needed. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days notice to Owner. All expenses incurred for veterinarians, farriers/trimmers, or other out-of-pocket costs shall be billed to the Owner after the incurrence thereof upon the next billing by Trainer. Monthly fee for this horse's training is as follows:

- Full Training with Pasture Board \$800/month
- Part Training with Pasture Board \$700/month
- Full Training with Stall Board \$1000/month
- Part Training with Stall Board \$900/month
- Single Training Sessions \$30/each

2. Payment of Invoices. Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately. In the event payment is overdue by five (5) days, a \$25.00 late fee will be incurred. Additionally, a \$5.00 service fee will be incurred for each additional day beyond the five (5) day grace period. Any checks returned due to insufficient funds will be subject to a \$40.00 fee.

3. Veterinarian, Shoeing, and Related Services. Trainer assumes responsibility for arranging veterinarian and farrier/trimmer services as necessary. Trainer will use a veterinarian and farrier/trimmer of his choice to provide ordinary and necessary care unless Owner has requested Owner's veterinarian and farrier/trimmer to be used. However, if they are unavailable, Trainer will engage his choice. All veterinarian, farrier/trimmer and medicine expenses shall be paid by Owner, as further described herein. Owner agrees to provide Trainer with all health records with regard to the horse.

Owner agrees to have the horse wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Trainer within thirty (30) days from the date of such services or veterinary treatment, Trainer is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of the Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable.

4. Training of Horse. The Trainer shall train horse and perform all 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 and the Owner's skills and knowledge. Trainer shall furnish all labor, provide suitable facilities and care for horse(s) in adequate manner with feed being determined by Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. Owner shall submit a fully completed Owner's Information Sheet for each horse on the premises belonging to Owner upon the horse arriving for training.

5. Death of Horse. It is hereby agreed that in the event of the death of the horse, sale of the horse, or if the horse becomes unfit to train, Trainer has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

6. Feed, Facilities and Services. Full Circle Farm LLC, will provide adequate facilities and feed for normal and reasonable care required to maintain the health and well-being of the animal(s). If Trainer has to purchase any feed for the horse outside of what is provided with board, the Owner will be billed for feed costs. Trainer can increase or decrease feed at their discretion to keep horse in good health throughout training. The definition of adequate may be adjusted seasonally or as needed. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are subject to change at Trainer's discretion.

7. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE IS/ARE IN CUSTODY OF TRAINER, TRAINER SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANYWAY WITH THE BOARDING AND TRAINING OF SAID HORSE. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest(s), may receive on Stable's premises. The Owner fully understands that the Trainer does not carry any insurance on any horse(s) not owned by it for boarding or 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 Barn are to be borne by the Owner. Trainer strongly recommends equine mortality/liability insurance be obtained applicable to said horse(s) by Owner. THE STANDARD OF CARE APPLICABLE TO BARN IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER. In no event shall Trainer be held liable to Owner for equine death or injury. 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 own risk.

8. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby 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, bucking, biting, kicking, 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 equines 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 participants ability. Owner expressly releases Trainer from any and all claims for personal injury or property damage, even if caused by negligence by Trainer or its representatives, agents or employees.

WARNING

Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

9. Hold Harmless. Owner agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by owner's horse to anyone, and defend Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse boarded with Trainer.

10. Emergency Care. Trainer agrees to attempt to contact Owner should Trainer feel that medical treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, Barn is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner. TRAINER SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS TRAINER IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES. 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 decision in the Owner's place with regard to health, wellbeing, and/or medical treatment of the horse(s).

11. Limitation of Actions. Any action or claim brought by Owner against Trainer for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

12. Ownership-Coggins Test. Owner warrants that he/she owns the horse(s) and will provide proof satisfactory to the Trainer of the negative Coggins test upon arrival of horse.

13. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice. All notices must be issued in writing unless otherwise agreed upon by the parties.

14. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Trainer.

15. Right of Lien. The Owner is put on notice that the Trainer has a right of lien as set forth in the laws of the State of Michigan, for the amount due for the board, training, and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain said horse and/or property until the amount of said indebtedness is discharged. However, Trainer will not be obligated to retain and/or maintain the horse and or property in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. 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 any breed registration as may be applicable to said horse. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs and other related expenses. Trainer shall have the right, without process of law, to attach a lien to your horse after two months of non-payment or partial payment and Trainer can sell horse to recover losses.

16. Property in Storage on Trainer's Premises. Owner may store certain tack and equipment on the premises of Stable. However, Trainer shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at Trainer as same is stored at the Owner's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

17. 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 this written agreement. This contract is made and entered into in the State of Michigan, and shall be enforced and interpreted in accordance with the laws of said State.

18. **Enforceability of Contract.** 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 (OR AUTHORIZED AGENT)

Signature _____ Date _____

Printed Name of Owner _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Work Phone _____ Email _____

Emergency Contact Name & Phone Number

TRAINER
Courtney Clarke on behalf of Full Circle Farm, LLC

Signature _____ Date _____

Printed Name of Trainer _____