

**AUDRA SNYDER SHOW HORSES - TRAINING AGREEMENT**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
and between Audra Snyder Show Horses (herein after "ASSH") and Client:

\_\_\_\_\_  
Name ApHC AQHA APHA #

\_\_\_\_\_  
Address City/State/Zip

\_\_\_\_\_  
Home Phone Cell Phone Email

\_\_\_\_\_  
Emergency Contact (Name & Phone Number)

**1. HORSE:** This contract pertains to the following horse(s):

\_\_\_\_\_  
Registered/Barn Name Registration #

\_\_\_\_\_  
DOB Color Sex Breed

\_\_\_\_\_  
Insurance Company Policy #

\_\_\_\_\_  
Insurance Co. Phone #

**2. Ownership of Horse:**

Owned and Registration currently held by:

\_\_\_\_\_  
Name Contact #

\_\_\_\_\_  
Address City/State/Zip

**HORSE #2:** This contract pertains to the following horse(s):

---

Registered/Barn Name	Registration #
----------------------	----------------

---

DOB	Color	Sex	Breed
-----	-------	-----	-------

---

Insurance Company	Policy #
-------------------	----------

---

Insurance Co. Phone #

**Ownership of Horse #2:** Owned and registration currently held by:

---

Name	Contact #
------	-----------

---

Address City/State/Zip

**HORSE #3:** This contract pertains to the following horse(s):

---

Registered/Barn Name	Registration #
----------------------	----------------

---

DOB	Color	Sex	Breed
-----	-------	-----	-------

---

Insurance Company	Policy #
-------------------	----------

**Ownership of Horse #3:** Owned and registration currently held by:

---

Name	Contact #
------	-----------

---

Address City/State/Zip

**3. Care and Maintenance:** ASSH agrees to provide reasonable conditions and facilities, proper feed, sufficient water and adequate shelter as needed, during the term of this contract. If Client's horse has special requirements, they are to be fully detailed in the attached Horse Information Sheet.

**4. Vaccinations/Health:** Client warrants that the horse is free from all communicable diseases upon delivery to ASSH. On or prior to arrival at ASSH, Client shall provide a record of current vaccinations for the following: Equine Influenza, Rhinopneumonitis, Tetanus, Eastern/Western Encephalitis, Strangles, Rabies, Potomac Horse Fever, and West Nile Virus. A current Negative Coggins and copy of Registration Papers (if applicable) will also be provided upon arrival. If the horse arrives without record of such vaccinations, ASSH may, at its option, either not accept the horse or will provide vaccinations and any necessary tests at the Client's expense. Client warrants that to the best of their knowledge the horse is free from any condition that could adversely affect their ability to receive the full benefit of the service program selected.

**5. Veterinary Care:** ASSH is authorized to maintain and provide vaccinations, de-worming, and other veterinary need, including emergency surgery, at its discretion, and at the client's expense. ASSH agrees to attempt to contact client prior to any emergency and/or major veterinarian services, but will make decisions if contact cannot be made in reasonable time frame related to horse's injury/need. Veterinary expenses will be billed to the client directly by ASSH's Vet of choice, and it shall be the Client's sole responsibility to pay for such expenses in a timely fashion.

**6. Farrier Care:** ASSH is authorized to maintain and provide necessary farrier care, including shoeing, trimming, and any corrective work, at its discretion, and at the client's expense. Regular farrier care is scheduled on a 4-6 week basis, with no exception to any horse under care of ASSH. These expenses will be billed to the client by ASSH, on the nearest month's bill in relation to service date.

**7. Use of Facilities:** Client is not entitled to use any of the facility, or equipment, ASSH works out of, without prior consent of ASSH, or the facility management.

**8. Sale Commission:** In the event the horse is sold while at ASSH, or in a service program at ASSH, Client agrees to pay ASSH either A) a commission equal to 10% of the sales price, or B) anything above agreed sale price. ASSH is authorized to market the horse at a price of \$\_\_\_\_\_.

**9. Billings:** ASSH invoices are dated the 28<sup>th</sup> of each month, for services to be provided the following month, and are payable by the 10<sup>th</sup> of that month. There will be \$50 fee assessed on invoices postmarked after the tenth (10<sup>th</sup>) of each month. Any balance unpaid for more than thirty (30) days shall **also** be charged interest at a rate of 10% monthly. At any point Client fails to pay any amount due under this contract, by said due date, ASSH may immediately cease the service program and accelerate all amounts due under this contract. Payment ninety (90) days past due, entitles ASSH to lien against the horse for amount due, and sell horse for amount due, according to laws of the state. On completion of this contract, Horse shall be released from ASSH only after remainder of expenses are paid in full. All service program fees are subject to change upon notice.

**10. Release of Horse:** Client account must be in good standing, paid current, prior to release of horse. Client shall make arrangements with ASSH for the horses release at least 30 (thirty) days in advance. If Client fails to do so, Client will be responsible for all fees; a) for the balance of the current month if notification is made before the 15<sup>th</sup> of the current month or, b) the balance of the current month and the next full month if notification is made on or after the 15<sup>th</sup> of the current month. **No refunds** will be given for horses leaving without notice, or mid-month. Client is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates. Upon commencement of loading of the horse(s) for shipping or transport, Client assumes full responsibility and liability for the horses health, soundness, transportation and care.

**11. Acceptance of Horse:** This contract is not effective until approved and executed by ASSH, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Client's expense.

**12. Termination of Service:** ASSH may, without cause, terminate any service program provided or intended to be provided by them under this agreement, by notifying Client 15 (fifteen) days prior to the desired termination date. All fees shall be due and payable with regard to services performed up to, and including, the termination date.

**13. Term of Contract:** This contract shall continue in full force and effect until terminated by either party, as per this contract. Both parties enter this agreement with intent that term of services shall be no shorter than 90 (ninety) days - unless otherwise noted on attached form, signed by both parties. Termination of service early, may result in additional fees and charges, as per this contract.

**14. Limitation of Liability/Indemnification:** In the performance of its services under this contract, ASSH shall be an independent contractor, acting in its own behalf, and shall have no authority to act in any other capacity and shall not be deemed an agent of Client, and shall not be responsible for the performance of any services, except as expressly set forth in this agreement. ASSH and its subsidiaries, owners, independent contractors, guests, agents and employees shall not be liable for any sickness, disease, theft, death or injury that may be suffered by the horse while on the farm, not any loss, damages or injury arising out of or connected with boarding, conditioning, training, transporting or other services pursuant to this contract. Client fully understands and assumes the special risks inherent in conditioning, training, handling, riding, boarding, and transporting horses. Client acknowledges that mortality and other insurance is available, and that it is Client's sole responsibility to obtain any desired coverage. ASSH shall not be liable for any personal injury or disability which the client or their agents, representatives or family may receive while at ASSH's training facility, or due to the facilities equipment. Client agrees to indemnify and hold

harmless ASSH from any claim related to damages, illness or injury caused by the horse, and from any claim by the buyer of the horse. Client further agrees to reimburse ASSH for damages to any of the facilities' property or equipment which is caused by the horse. Client agrees to pay all expenses and attorney's fees incurred by ASSH in defending such claims.

**15. Exclusivity:** Nothing in this agreement limit's the right of ASSH to sell any of its services to any other person or entity, and it is anticipated that ASSH will continue to offer its services to such persons or entities even though these services are similar to the services provided to the Client.

**16. Notices:** All notices, requests and consents required or permitted by this contract shall be either verbal, or in writing and delivered to the appropriate address specified, or such other addresses as the sender has been notified.

**17. Entire Agreement; Construction, Jurisdiction, Attorneys' Fees:** This contract contains the entire understanding of the parties concerning the subject matter, and may be modified either verbally, or in writing. Headings and titles are for convenience only and shall not influence and construction or interpretation of this contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be binding upon the heirs, assigns, executors and administrators of the respective parties. If a lawsuit is filed, or counsel is retained to enforce the provisions of this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

\_\_\_\_\_  
Audra Snyder Show Horses (agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date