



## Training and Board Agreement

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Bein Performance Horses, LLC, (hereinafter "TRAINER"), and:

Owner \_\_\_\_\_ (hereinafter "OWNER")  
Address \_\_\_\_\_ County \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone Number(s) \_\_\_\_\_ Email \_\_\_\_\_

### 1. HORSE

This Agreement pertains to OWNER'S horse more specifically described below.

#### HORSE information

Name \_\_\_\_\_ (hereinafter "HORSE")  
Breed \_\_\_\_\_ Registration Number \_\_\_\_\_  
Date Foaled \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_ Approximate Value \_\_\_\_\_  
Insurance Company \_\_\_\_\_ Contact Number \_\_\_\_\_  
Insured Amount \_\_\_\_\_ Policy Number \_\_\_\_\_  
Unsoundness/Medical History \_\_\_\_\_  
Preferred Veterinarian \_\_\_\_\_  
Preferred Farrier \_\_\_\_\_

OWNER represents that he/she/it owns the HORSE, or has the right to possession of the HORSE. The terms and conditions set forth herein shall be applicable to each and every horse trained or cared for by TRAINER, regardless of whether each horse is identified in this Agreement or any other agreement. In the event the HORSE is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated at the rates applicable at the time of said return.

## **2. FEES AND TERM**

In consideration of OWNER'S selection of fees and services from the current fee schedule of TRAINER, TRAINER agrees to furnish training and care necessary for the training of the HORSE, commencing on the date of arrival. TRAINER reserves the right to raise the fee upon providing the OWNER with thirty (30) days notice.

Payment shall be made in advance. OWNER agrees to pay the TRAINER on delivery of HORSE, a prorated fee for the remainder of the month the HORSE arrives, as well as one (1) full month in advance. Subsequent payment is due and payable on or before the first (1<sup>st</sup>) day of each month that this Agreement is in effect. Any payment received after the fifth (5<sup>th</sup>) day of the month shall be subject to a fifty dollar (\$50.00) late fee. A \$25.00 fee will be assessed for any returned checks.

If OWNER, instructs TRAINER to enter the horse at a show or event, once TRAINER enters the HORSE, OWNER is obligated to pay all entry fees, show fees, transportation expenses and other prorated expenses, even if OWNER subsequently decides not to take the HORSE to the show or event. These fees may be waived by TRAINER, at TRAINER'S sole discretion. Entry fees are always non-refundable. All show fees, travel expenses and other costs/fees for any horse show shall be paid in full before the horse is transported to the show.

A credit card must be kept on file. If fees are not paid by the 5<sup>th</sup> of the month, the OWNER agrees to pay all invoiced fees, a \$50.00 late fee, a 3.5% processing fee and authorizes TRAINER to charge OWNERS credit card for said fees.

Owner agrees to pay TRAINER a commission of 15% on the purchase or sale of each horse and any other horse that TRAINER assists in purchasing and/or selling on behalf of OWNER.

## **3. TRAINER'S PREMISES**

TRAINER agrees to train the HORSE at the stables located at 6807 E Peak View Rd, Scottsdale, AZ 85266, or some other location deemed appropriate by TRAINER, on a month-to-month basis. OWNER agrees to abide by and comply with rules of TRAINER and/or the property/barn owner. Payment for board shall be paid to Bein Performance Horses and included with the monthly billing. OWNER acknowledges and understands that TRAINER is responsible to pay for board on all horses on a prepaid monthly basis, even in the event OWNER does not timely make timely payments for boarding. For this reason, OWNER understands that it is imperative that OWNER makes all payments described herein.

## **4. FEED, FACILITIES, AND SERVICES PROVIDED**

TRAINER agrees to provide training and reasonable care required to maintain the health and well-being of the HORSE. TRAINER will manage and supervise feed schedule in order to maintain normal and reasonable health of the HORSE. TRAINER will provide two (2) lessons per week for OWNER, on said HORSE in training. Additional lessons are available at \$55 per

lesson, or \$150 for the month. OWNER shall be responsible for all expenses related to additional feed, supplements or medications required for the HORSE. OWNER agrees to provide the necessary shoeing, worming, and veterinary care, for the HORSE as is reasonably necessary, at OWNER'S expense. OWNER acknowledges OWNER has inspected facilities and finds them safe and in proper order.

OWNER agrees to purchase a barn colored stable halter, leather halter with horse's name for shipping, barn colored blanket, hood, head slinky, day sheet, and full body slinky for shows. OWNER agrees to have a barn stall bag and keep the stall front clear of any additional decorations or debris.

All dogs must be on a leash.

Only riders with a current HOLD HARMLESS agreement may ride horses. BPH is a training facility, not solely a boarding stable. Horses at BPH will be managed by the trainer(s) at BPH.

## **5. VACCINATIONS**

OWNER warrants that the HORSE is free of all communicable diseases upon delivery to TRAINER. On or prior to arrival, the OWNER shall provide a record of HORSE'S current vaccination of required vaccinations, a negative Coggins test performed within six (6) months prior to arrival and the HORSE'S hauling card. If the HORSE arrives without any required records, TRAINER may elect to decline acceptance of the HORSE or provide the vaccinations and tests at OWNER'S expense.

OWNER acknowledges and understands that for any horse to attend a USEF horse show or Westworld show, said horse must have records of current inoculations and a negative Coggins test. OWNER agrees that in the event any horse does not have current inoculations and a negative Coggins test, TRAINER may arrange for current inoculations and a negative Coggins test and OWNER agrees to pay for the same and/or reimburse TRAINER for said expenses.

## **6. EMERGENCY CARE**

TRAINER agrees to employ reasonable attempts to contact OWNER, in the event of the HORSE'S medical emergency. If TRAINER is unable to contact OWNER, and if emergency care appears warranted in the reasonable opinion of TRAINER, TRAINER shall secure emergency veterinary and/or farrier care deemed reasonably necessary for the health and well-being of the HORSE. TRAINER assumes that OWNER desires surgical care for the HORSE, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless TRAINER is expressly instructed in writing by OWNER that surgical care is not desired for HORSE. OWNER agrees 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 the OWNER.

## **7. INSURANCE**

OWNER understands that it is OWNER'S sole responsibility to insure the HORSE. If OWNER elects not to insure the HORSE, OWNER fully understands that TRAINER does not carry insurance on the HORSE, that the HORSE is not covered under any public liability, accidental injury, theft, health or equine mortality insurance, and that all risks connected with training or for any other reason for which the HORSE is in the possession of and on the premises of TRAINER, are to be borne by OWNER. OWNER hereby releases TRAINER of any and all liability or claims relating to the theft, injury, damage or death of said horse.

## **8. LIMITATION OF LIABILITY AND INDEMNIFICATION**

OWNER agrees to hold harmless and release TRAINER and its subsidiaries, affiliates, agents, servants and employees from any and all loss, damage or legal liability arising from any personal injury and/or theft, injury damage or death of said horse. This shall include the release of TRAINER for any fault or negligence of TRAINER and/or TRAINER'S subsidiaries, affiliates, agents, servants or employees. OWNER agrees it will bring no claims, demands, actions, causes of action, and/or litigation against TRAINER and/or its subsidiaries, affiliates, agents, servants and employees related to the same. Further, TRAINER shall not be liable for any sickness, disease, astray, theft, death or injury that may be suffered by the HORSE while in TRAINER'S custody, nor for any other loss, damages or injury arising out of or connected with boarding or other services pursuant to this Agreement. TRAINER shall not be liable for any personal injury or disability which the OWNER, and their agents, representatives, family or guests may receive while on premises. OWNER agrees to indemnify and hold TRAINER harmless from any claim related to damages, illness, or injury whatsoever caused by the HORSE, or from any claim by OWNER, or his/her agents, representatives, family or guests arising from their presence on their premises, and agrees to pay all expenses and reasonable attorney fees incurred by TRAINER in defending against such claims. OWNER acknowledges the inherent risks associated with equine activities, and is willing and able to accept full responsibility for his/her own safety and welfare and releases the TRAINER, and any other equine owner or agent, from liability unless the TRAINER, equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions. OWNER also acknowledges that OWNER executes this Agreement on behalf of OWNER, as well as all of OWNER'S children, family members and guests.

TRAINER shall not be responsible for theft, loss, damage, or disappearance of any tack or equipment, or other property stores on the premises, as same is stored at OWNER'S own risk.

## **9. DEFAULT/TERMINATION**

Should OWNER become delinquent in fee payment, or otherwise breach any term of this Agreement, or violate any rule of TRAINER or rule of the property owner, and such actions continue uncured for ten (10) days after OWNER receives notice thereof, this Agreement shall be terminated by TRAINER at TRAINER'S sole option, and OWNER must remove the HORSE within ten (10) days' receipt of notice of termination of this Agreement by TRAINER. OWNER or TRAINER agrees that fifteen (15) days' written notice shall be given to the other party prior to

the termination of this Agreement. It is also agreed that this Agreement may be changed by TRAINER upon fifteen (15) days notice.

#### **10. RELEASE**

OWNER shall make arrangements with TRAINER for the HORSE'S release at least 48 hours in advance of said release. OWNER resumes all responsibility for, and releases TRAINER from, any responsibility or liability for the HORSE'S health, soundness, breeding condition, transportation and care. Should OWNER desire that TRAINER release the HORSE to any third party, OWNER must provide to TRAINER his or her detailed written consent and instructions for such release before TRAINER will give possession of the HORSE to the third party. **All amounts due to TRAINER (and all service providers) from OWNER must be paid prior to OWNER'S removal of the HORSE from TRAINER. Any tack left in the care of BPH for more than 30 days that was owned or used by OWNER will become property of BPH. Bein Performance Horses requires a 30 day notice prior to removing, or withdrawing any horse from the program, or premises.**

#### **11. RIGHT OF LIEN**

TRAINER has the right of lien as set forth by the laws of the State of Arizona, for the amount due for the board and upkeep of the HORSE, and for any services provided by TRAINER to HORSE or OWNER. TRAINER shall have the right, without process of law, to retain the HORSE and other property until the amount of said indebtedness is discharged and paid in full. TRAINER will not be obligated to retain and/or maintain the HORSE in question in the event the amount of the bill exceeds the anticipated unregistered value of the HORSE. In the event TRAINER exercises its lien rights as above described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said HORSE upon affidavit by TRAINER'S representative setting for the material facts of the default and foreclosure/forfeiture, as well as TRAINER'S compliance with foreclosure/forfeiture procedures as required by law.

#### **12. MISCELLANEOUS.**

Legal Authority. Each party represents and agrees that they have the lawful authority to enter into this agreement and sign below.

Legal Fees. In the event of an action by either party against the other party by reason of any breach of any of the terms of this Agreement, the substantially prevailing party shall be entitled to recover from the other party all costs and expenses, including their attorney's fees incurred, provided only that they are not unreasonable. The party objecting to any attorney's fees shall be required to demonstrate that the attorney's fees incurred are unreasonable.

Survival. All of the representations, indemnities, warranties and covenants set forth in this Agreement shall survive the execution of this agreement.

Successors and Assigns. This agreement shall be binding upon and shall inure to the

benefit of the parties hereto, their heirs, executors, successors and assigns. However no assignment of this agreement shall be valid without the written consent of the other party which may be withhold in his/her sole discretion.

Entire Agreement. This agreement contains the entire agreement between the parties and no addition or modification of any term or provisions shall be effective unless set forth in writing and signed by both Buyer and Seller.

Time of Essence. Time is of the essence of each and every provision of this agreement. However, in the event the provisions of this agreement require any act to be done or action to be taken hereunder on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Arizona. Venue for any action shall be in Phoenix, Arizona, County of Maricopa.

Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Severability. In the event any portion of this agreement is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this agreement.

Headings. Headings at the beginning of each paragraph are solely for the convenience of the parties and are not a part of this agreement.

Construction. Whenever the context of this agreement requires, the singular shall include the plural and the masculine shall include the feminine. The parties agree that this agreement shall not be strictly construed for or against either of the parties as both parties participated in the preparation of this agreement.

Exhibits/Documents. All exhibits to this agreement are fully incorporated herein as though set forth at length. Each party agrees to execute such further and additional documents as may be necessary or convenient for the purpose of fully effectuating the terms and provisions of this agreement. All such documents shall be in a form reasonably agreeable to all parties and not inconsistent with any provision of this agreement, except as to those documents whose form has been provided with this agreement or which has otherwise already been agreed upon by the parties.

Statute of Limitations. Any action for claim brought against TRAINER related to this Agreement, or any loss due to negligence, must be brought within one (1) year of the date such loss occurs.

SIGNER STATEMENT OF AWARENESS

I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

TRAINER

OWNER

\_\_\_\_\_  
Jessica Bein  
Bein Performance Horses, LLC  
6807 E Peak View Rd  
Scottsdale, AZ 85266

\_\_\_\_\_  
Owner