

# Bein Performance Horses Training Agreement

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

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

## 1. HORSE(S)

This Agreement pertains to OWNER'S horse(s) more specifically identified as (collectively referred to as the "HORSE"):

### HORSE NUMBER 1

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 \_\_\_\_\_

### HORSE NUMBER 2

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 \_\_\_\_\_

### HORSE NUMBER 3

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 as rates applicable to the time said of return.

## **2. FEE 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 fees upon thirty (30) days notice of any increase to the OWNER.

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 tenth (10<sup>th</sup>) day of the month shall be subject to a twenty-five dollar (\$25.00) late fee. A \$25.00 fee will be assessed to 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 pro-rated expenses, even if OWNER elects to not take the HORSE to the show or event. These fees may be waived by TRAINER, at TRAINER'S sole discretion.

A credit card must be kept on file. If fees are not paid by the 10<sup>th</sup> of the month, the OWNER agrees to be charged for all invoiced fees, \$25.00, & a 3% processing fee.

Owner agrees to pay TRAINER a commission of 15% on the purchase or sale, of each horse.

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

TRAINER agrees to train the HORSE at the stables located at 14821 East Rio Verde Drive Scottsdale, AZ 85262, at American West Quarter Horses, or some other location deemed appropriate by TRAINER, on a month-to-month basis. Payment for board shall be made separately through American West Quarter Horses

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

TRAINER agrees to provide training and care for normal 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. Additional lessons will be available at an additional charge. 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.

## **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 for 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.

#### **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 HORSE, that the HORSE is not covered under any public liability, accidental injury, theft 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.

#### **8. LIMITAION 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 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, estray, 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 attorneys 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 element of this Agreement, or violate any rule of TRAINER, 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.**

**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. TRAINER shall have the right, without process of law, to retain the HORSE and other property until the amount of said indebtedness is discharged. TRAINER will not be obligated to retain and/or maintain the HORSE in question in the event the amount of the bill exceed the anticipated unregistered value of the HORSE. In the event TRAINER exercise 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, as well as TRAINER'S compliance with foreclosure procedures as required by law. In the event collection of this account is handled by an attorney, OWNER agrees to pay all attorney's fees, costs and other related expenses.

**12. MERGER, ENTIRE AGREEMENT AND SERVABILITY**

This Agreement contains the entire understanding of the parties concerning its subject matter and there is no oral or written promises or representations upon which OWNER is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by OWNER and TRAINER. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

**13. APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES,  
LIMITATION OF ACTIONS**

This agreement shall be construed and governed by the laws of the State of Arizona. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in the county in which TRAINER is located. In the event lawsuit is brought with respect to enforcing this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such action. 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 UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

\_\_\_\_\_  
OWNER Signature                      Date

\_\_\_\_\_  
TRAINER Signature                      Date