

This Training Contract is made and entered into this day of	_, <u>20</u> ,
by and between Todd Marler, hereinafter designated "Trainer" and	
, hereafter designated "Owner".	

Services may be terminated by either party with a 30 day written notice to the other party. Trainer agrees to accept owner's horse for training; and, it is the plan and the intention of the owner to contract for training the horse. Trainer and owner mutually agree to the following:

- 1. Owner agrees that the trainer is not liable for death, sickness, theft, injury, including consequential damages caused to the horse while in training. In addition, owner agrees to hold trainer completely harmless and not liable for any injury whatsoever caused to the horse and owner. It should also be understood that it is the responsibility of the owner to carry full liability and mortality insurance coverage for his/her horse, person, and personal property.
- 2. Owner shall pay the trainer and boarding services on a monthly basis. Owner shall pay \$_650_ monthly for his/her horse to be trained by Marler Performance Horses. Owner shall also pay on a monthly basis for boarding services. The owner has the opportunity to either board inside for\$600/month or outside for \$450/month. Both training and boarding fees shall be paid in advance of the training/boarding. This combined payment shall be paid on the 1st day of each month and no later than the 10th day of the month. For every day that the payment is after the 10th of the month, a \$5/day fee shall be applied. It is also understood and agreed that should the owner not pay the monthly training and boarding fees within 60 days of the 1st day of the month from which payment is late, that the horse mentioned in this contract shall become the property of Todd Marler and/or Marler Performance Horses.
- 3. Owner shall provide to Marler Performance Horses proof of the horses up-to-date tetanus, influenza, & sleeping sickness vaccinations before the horse shall be admitted into training. Thereafter, owner shall be responsible for the cost of updating the above vaccinations.
- 4. Owner shall agree to pay all veterinarian expenses incurred while the horse is in training. Marler Performance Horses will make every attempt to notify owner of any emergencies that require a veterinarian in relation to owner's horse. However, Marler Performance Horses will act in the best interest of the horse if owner cannot be reached.

- 5. Owner shall also pay all other expenses. These expenses include but are not limited to: farrier services, equine dentist, wormers, supplements, blankets, sheets, etc.
- 6. Trainer will make every effort to train the owner's horse in a manner so as to achieve its greatest potential. However, it is understood between both parties that there are no guarantees. It is mutually understood that each horse responds individually to training methods and the methods used at Marler Performance Horses may/or may not result in the horse reaching the goals of training.
- 7. This contract is non-transferable. This contract represents the entire agreement between the parties. No other agreements or promises verbal or implied are included unless specifically stated. This contract is made and entered into the State of Texas and will be interpreted under the laws of this state. When trainer and owner sign this contract, it will be binding on both parties.
- 8. **Reward money & prizes**: Any reward money will be applied to the owner's show expenses & trainer's travel expenses. Monies left over beyond that will be split 50/50 between the owner & trainer. Prizes will be split with the trainer having the option of splitting the prizes according to his preference. Keep in mind the owner can order duplicate prizes.

Horse's Name:			
Color:	Breed:	Registration #	
Owner's Name:			
		Zip Code:	
Contact Phone #:			
Alternate Contact Phone	#:		
Owner's Signature:		Date:	
Trainer's Signature		Date:	