

**Mark Shaffer Show Horses
2007 Training & Showing Contract**

This training contract is made and entered into on this ____ day of _____, 20____, by and between, Mark Shaffer, hereinafter designated "Trainer", and _____, hereinafter designated "Owner", and if owner is a minor, Owner's parent or guardian _____. Trainer agrees to accept Owner's horse

Reg. # _____ for training; and it is the plan and intention of Owner to place this horse into training. For and in consideration of the mutual agreements hereinafter set forth, the Owner and Trainer mutually agree as follows:

1.} Owner shall pay trainer for professional services as described below, the fee of \$1,000.00 per month or \$34.00 a day, for training and board, board alone being \$500.00 per month or \$17.00 a day. Monthly rates and all other charges are subject to change upon 30 days written notice to Owner. Owner also has the option of paying by credit card {Master card/Visa/Amex.} a 2.5% merchant charge is applied to balances paid by credit card.

2.} Invoices are dated the 25th of each month, and are payable by the 10th of the proceeding month. If payment is not received or postmarked by the 10th a \$35.00 late fee will be applied on the proceeding months invoice. In addition, a 2.5% finance charge will be applied if payment is not received by the 20th. If payment in 90 days past due, Trainer is entitled to lien against the horse for amount due and shall enforce lien and sell horse for amount due, according to the appropriate laws of the state. On completion of this contract, remainder of expenses are due and payable. Horse will not be released until all expenses are paid in full.

3.} Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care, unless Owner has requested his or her veterinarian _____ and his or her farrier _____ is used; however if they are unavailable trainer will engage his choice. All veterinarian, farrier, and medicine expenses shall be paid by Owner.

4.} Trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer does not and cannot guarantee effect of training program or that any particular results will be achieved, since this depends a great deal on the individual ability of the horse. Trainer shall furnish all labor, provide suitable facilities and care for horse in an ordinary manner with feed being determined by training schedule and individual 's metabolism. Trainer has complete control over manner of training and shall take precautions for proper performance thereof.

5.} Both parties agree that Mark Shaffer Show Horses {Ranch}, the trainer, their agents and employees are not liable for death, sickness and/or accident including consequential damages to horse unless such death, sickness and/or accident was caused by the willful and wanton gross negligence of Trainer; and the Owner is not liable for death, sickness and/or accident including consequential damages caused by horse, unless Owner had knowledge of horse's pre-existing problems which were the direct cause of such.

6.} Horse shall be healthy and sound, free from infectious, contagious or transmissible diseases. A negative coggins test, photocopy of registration papers, veterinarian's health certificate, plus a health, worming and immunization record must accompany horse, if not, horse will be examined and/or tested at Owner's expense.

7.} Trainer reserves right to notify owner within 7 days of arrival if horse, in Trainer's opinion, is deemed dangerous, handicapped, or untrainable; in such case, Owner is responsible for removing horse within 7 days and all expenses incurred during horse's stay. After all fees have been paid in full, contract is concluded.

8.} Trainer will show horse at mutually agreed upon shows. Trainer shall provide transportation @ .75 a mile, plus \$80.00 a day minimum charge per show. Day charge begins when horse departs ranch and ends when horse arrives back to ranch. Additional mileage may be charged while at show to cover miles traveled to and from hotels and restaurants. Seasoning horse transportation will be .60 a mile and \$55.00 a day.

9.) Owner shall pay horse's entry fees, ground fees, stall fees, and/or expenses incurred while being shown or transported.

10.) Distribution of prize money shall be determined by custom of the show circuit. Owner shall receive all trophies and ribbons. Trainer shall receive for futurities, maturities, versatilities, and any class half {50%} of all horse's winnings.

11.) It is agreed that should horse die, be sold, by owner or become unfit to train. Trainer has the option of accepting another horse, according to paragraphs 6 & 7, as a replacement within 7 days; or, making all fees due and payable whereas this contract is concluded.

12.) Training and commencement of this contract shall begin on or about _____. Owner and/or Trainer may terminate this contract for any reason, after minimum training period. Trainer shall be paid for all fees incurred up to termination date. After all fees have been paid in full, contract is concluded.

13.) It is the Owner's responsibility to carry full insurance coverage on his or her horse and all personal property. Insurance Company _____ Telephone # _____.

14.) Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney's fees related to such breach.

15.) This agreement is non-assignable and non-transferable, except as stated above. This contract is made and entered into the state of Texas and shall be enforced and interpreted under the laws of this state. Should any clause above be in conflict with state law, that individual clause shall be null and void.

16.) This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Additional agreements should be individually initialed by each party. When Trainer and Owner and Owner's parent or guardian, if Owner is a minor sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Trainer {or authorized agent's} signature

Owner {or authorized agent's} signature

Owner's address & telephone

Owner's Parent or Guardian {if Owner is a minor}

Warning Under Texas Law

{Chapter 87, Civil Practice & Remedies Code}

An equine Professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities