

**Living on a Prayer LLC
dba Journeys End Training Center**

Racehorse Training Contract

WITNESS THIS AGREEMENT THIS _____ DAY OF _____, 2009 by and between Living on a Prayer LLC (dba Journeys End Training Center) hereinafter referred to as JETC and _____ hereinafter referred to as CLIENT. JETC agrees to accept for training, and it is the plan and intention of the CLIENT to place this horse into training.

Definitions:

Living on a Prayer LLC – Official name of equine training facility

Journeys End Training Center (JETC) – equine training facility

Associates – managers, partners, agents, employees, independent instructors, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations and insurers and others acting on behalf of JETC

Client – owner of horse(s) or authorized agent of horse(s)

1. **Fees, Terms and Location:** Client shall pay JETC the fee of \$35 per day for professional equine training. All fees for training shall be paid in advance. Changes in monthly rates or other charges are subject to alteration upon 30 days notice to Client. All expenses incurred for veterinarians, farrier, or other out-of-pocket cost shall be billed after the issuance thereof upon the next billing by JETC. A fee of \$25 will be imposed on returned checks. JETC billing cycle is based on 30 days. Fees will be pro-rated appropriately.
2. **Payment of Invoices:** Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately or the horse(s) will not be released from JETC's possession until all expenses are paid in full. In the event payment is overdue 10 days, JETC shall be entitled to a lien against the horse and/or equipment stored upon JETC's premises in the full amount due. **Training fees not paid within ten days of the first of every month will be charged a \$25 late fee.**
3. **Veterinarian, Shoeing and Related Services:** JETC assumes responsibility for arranging veterinarian and farrier services as necessary. JETC will use a veterinarian and farrier of its choice to provide ordinary and necessary care unless Client has requested a particular veterinarian or farrier to be used. However, if they are unavailable, JETC will engage its choice. All veterinarian, farrier and medicine expenses shall be paid by the Client, as further described herein. Client agrees to provide JETC with all health records with regard to the horse(s). Client agrees to follow JETC worming and vaccination schedule. JETC reserves the right to refuse any horse upon the premises if horse does not appear to JETC to be in good health, or is deemed dangerous or undesirable.
4. **Training of Horse:** JETC shall train horse and perform all services in accordance with generally accepted professional standards. JETC cannot guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual, physical, and mental ability of each horse. JETC shall furnish all labor, provide suitable facilities and care for horse in an adequate manner with feed being determined by JETC. JETC has complete control over the manner of training and shall take all precaution for the proper performance thereof.
5. **Death, Sale, or Fitness of Horse:** Is it hereby agreed that in the event of death of the horse, sale of the horse, or if the horse becomes unfit to train, JETC has the option of accepting another horse, in accordance with this condition set forth herein within 7 days, or, in the alternative, terminating the agreement upon payment of all expenses and fees.

6. **Feed, Facilities and Services:** JETC agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals in training. Client is encouraged to inspect the facility.
7. **Risk of Loss and Standard of Care.** During the time that the horse(s) is in the care of JETC, JETC shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the training or boarding of said horse(s). This includes, but is not limited to any personal injury or disability the horse Client, or Client's guest, may receive on JETC premises.

The Client fully understands that JETC does not carry any insurance on any horse not owned by JETC for training and/or boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with training and/or boarding or for any other reason for which the horse(s) in the possession of, and on the premises of JETC are to be borne by the Client.

The standard of care applicable to JETC is that of ordinary care of a prudent horse Client and not as a compensated bailee. In no event shall JETC be held liable to Client for equine death or injury in any amount. Client agrees to obtain equine insurance for any animals valued in excess of \$5,000, at Client's expense, or forego any claim for amounts in excess of \$5,000. Client agrees to disclose this entire agreement to Client's insurance company and provide JETC with the company's name, address and phone number. Failure to disclose insurance information shall be at Client's risk.

8. **Interest Risks and Assumption of Risk.** The Client acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them, the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, certain hazards such as surface and subsurface conditions, collisions with other animals; the limited availability of emergency care; and the potential of a Client to act in a negligent manner that may contribute to injury to the Client or others, such as failing to maintain control over the animal or not acting within such Client's ability.

Client acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Client assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Client agrees to abide by and follow JETC rules and regulations which shall be posted at all times. Client further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Client. Client assumes all risks thereof and warrants a full and fair disclosure to Client's abilities has been made to JETC.

Client expressly releases JETC from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by JETC or its ASSOCIATES.

9. **Hold Harmless.** JETC shall not be accountable for, and Client agrees to indemnify JETC and/or its ASSOCIATES for any liability for damages to the horse of any cause whatsoever, including, but not limited to, loss by fire, theft, running away. Client further agrees to be solely responsible at all times for any and all acts of the horse(s), including but not limited to damage to JETC property, such as stalls, lighting, fencing, etc., and claims or injuries or loss of life that may be sustained by Client, Client's family, invitees, agents, or any other persons or their property.
10. **Conditions of Nature.** JETC and/or ASSOCIATES is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. Some examples are thunder, lightning, rain, wind, wild and domestic

animals, insects, or reptiles which may walk, run, fly near, bit and/or sting a horse or person. Further, JETC and/or ASSOCIATES is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, JETC and/or ASSOCIATES is not responsible for activities engaged in by other such as, but not limited to, hunters (shooting guns for example), trappers (setting traps), or car drivers or occupants (honking horns or throwing objects to scare a horse)

11. **Emergency Care.** JETC agrees to attempt to contact Client should JETC determine veterinary treatment is needed for said horse(s), but if JETC is unable to contact Client, JETC is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such are shall be paid by Client with 15 days from the date Client receives notice thereof, or JETC is authorized, as Client's agent, to arrange direct billing to Client.

JETC shall assume that Client desires surgical care if recommended by a veterinarian in the event of colic, or other life threatening illness, unless JETC is instructed herein by Client or on Client's Information Sheet, that the horse(s) is/are not surgical candidates.

Client agrees to notify JETC of any all changes of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Client in the event of an emergency. In the event Client departs for vacation or is otherwise unavailable, prior to departure Client shall notify JETC as to what party is authorized to make decisions in the Client's place with regard to the health, well-being, and/or medical treatment of the horse(s).

12. **Liability Release.** In consideration of JETC allowing participation in riding and boarding activities under the terms set forth herein, Client agrees and on behalf of Client's spouse, child and/or legal ward or other parent, heirs, administrators, personal representatives or agents, do agree to hold harmless, release, and discharge JETC, and/or its ASSOCIATES from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to JETC's and/or is ASSOCIATES ordinary negligence; and Client further agrees that Client shall not bring any claims, demands, legal actions and causes of action, against JETC and/or ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by Client, Client's child or legal ward in relation to the premises and operations of JETC, to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of JETC, whether on or off the premises of JETC.
13. **Limitations of Actions.** Any action or claim brought by Client against JETC and/or its ASSOCIATES for breach of the contract or for loss due to negligence must be brought within 1 year of the date such claim or loss occurs.
14. **Ownership-Coggins Test.** Client warrants that he owns the horse(s) and will provide proof satisfactory to JETC of the negative coggins test.
15. **Changes of Termination of this Agreement.** It is agreed by the Client that this agreement may be changed or terminated by JETC upon 30 days written notice by the US Postal Service, regardless of the rental or training period. All notices must be issued in writing and sent by US Mail unless agreed by both parties. The posting of updated rate schedules in a conspicuous or open place in JETC's office or website shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by JETC.
16. **Rules and Regulations.** The Client agrees to abide by all the rules and regulations of JETC. In the event someone other the Client shall call for the horse(s), such person shall have written authority signed by the Client to obtain said horse(s).

17. **Right of Lien.** The Client is given notice that JETC reserves the right to place a lien, as set forth in the laws of the State of North Carolina, on the horse along with its registration certificate issued by the breed association for all charges resulting from boarding, storage, and rendering any other services to the horse(s).

If such charges shall be unpaid for a period of thirty (30) days after they become due, JETC may, upon a forty-five (45) days notice in writing to Client, sell the animal along with any registration certificate at public or private sale to satisfy the account. Client agrees to relinquish title to any and all breed association registration papers upon the enactment of this clause. The notice may be served by registered or certified mail with return receipt requested, addressed to the address of the Client as stated above. The proceeds of the sale, after paying the expense thereof shall be applied to liquidate the indebtedness secured by the lien, including all charges accrued in caring for the horse(s) up to the date of sale, and the balance shall be paid to the Client. If the proceeds of the sale are insufficient to cover the indebtedness, the Client shall pay the different to JETC.

In the event JETC exercises lien rights as above described for non-payment, this agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by JETC's representatives setting forth the material facts of the default and foreclosures as well as JETC's compliance with foreclosure procedures as required by laws. In the event collection of this account is turned over to an attorney, Client agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250 will be assessed.

18. **Property in Storage on JETC's Premises.** Client may store certain tack and equipment on the premises of JETC at no additional charge to Client. However, JETC shall be not responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Client's risk. JETC shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$10 per day storage cost of all delinquent accounts.
19. **Entire Agreement.** This contract represents the entire agreement between the parties. No other agreements, promises, or representatives, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of North Carolina, and shall be enforced and interpreted in accordance with the laws of said State.
20. **Enforceability of Contract and Severability.** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for any injury to or the death of a Client in equine activities resulting exclusively from the inherent risks of equine activities. North Carolina General Statutes Chapter 99E.

I agree that I have thoroughly read this contract, inspected the facility, and agree to all the terms stated in this agreement.

Client (Please Print)

Authorized Agent (Please Print)

Signature

Signature

**Living on a Prayer, LLC
Dbas Journeys End Training Center
375 Harper Road
Advance, NC 27006
336-940-4503 (farm)
336-399-5557 (mobile)
336-399-6113 (mobile)**

Horse and Client Information

Owners Name _____

Address _____

Home Phone _____

Work Phone _____

Mobile _____

Email Address: _____

Vet Info:

Vet Phone: _____
Emergency#: _____

1. Horse Registered Name

Horse Barn Name

Gender: _____ Breed _____ Age _____ Color/Markings _____

Training Desired _____

Quirks/Habits _____

2. Horse Registered Name

Horse Barn Name

Gender: _____ Breed _____ Age _____ Color/Markings _____

Quirks/Habits _____

Gender: _____ Breed _____ Age _____

Quirks/Habits _____

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