

## **HORSE TRAINING and BOARD AGREEMENT and FEE SCHEDULE**

This agreement is entered into on \_\_\_\_\_, 2016, between Amy Spiker, doing business as Liberation at Rakis Arabians, hereinafter collectively referred to as "Liberation", and the undersigned horse owner(s), who hereby acknowledges and represents that he/she is the lawful Owner of the horse, hereinafter referred to as "Owner".

Whereas, the Owner is the owner of the horse, and any foal or foals born to the horse while the horse is in custody of Liberation (hereinafter collectively referred to as "the horse"), described as follows:

Horse Name \_\_\_\_\_ Reg \_\_\_\_\_

Age \_\_\_\_\_ Foaled \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_

Arrival Date \_\_\_\_\_

Whereas, information concerning the owner is as follows:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

1. **PURPOSE.** Owner wishes to retain the services of Liberation to board, train and condition Owner's horse. Training shall consist of training, conditioning and exercising Owner's horse, and at Liberation's discretion, instructing Owner about effective handling and riding techniques where appropriate. It is agreed that the type of training and conditioning to be provided by Liberation shall be as agreed upon between Owner and Liberation, and in the event of disagreement, Liberation discretion shall control.

2. **COMPENSATION.** Owner agrees to pay Liberation:  
\$ See Attached Fee Sheet, for boarding and training owner's horse.

If owner's horse is on lay up, charges shall be at the rate of \$ see fee schedule attached. Additional fees that may be charged under the terms of this contract (per specific agreement between owner and Liberation) are listed on the attached fee schedule, which must be independently signed by Owner if additional services are requested.

Such amount shall be due and payable by Owner on or before the 5th day of each month in which services are to be provided. Any amounts which are not paid as of the 10<sup>th</sup> day of the month, shall incur a late fee of \$50.00 per month. Monthly Training fees shall be subject to increase at the sole discretion of Liberation, so long as Owner is given thirty(30) days advance written notice.

Owner shall be charged for Checks Returned for Non Sufficient funds. The amount of said Check will be owed immediately along with a \$35.00 Return Check Fee.

3. **DEFAULT AND LIEN.** Owner shall be in default under the terms of this agreement if all amounts due to Liberation are not paid as of the thirtieth (30<sup>th</sup>) day of such month ("Date of Default"). Pursuant to Tennessee law, a trainer's lien shall attach to Owner's horse in favor of Liberation as of the Date of Default. Liberation shall be authorized to retain possession of Owner's horse until amounts due by Owner, with interest, are paid. Within one hundred and eighty (180) days of the attachment of trainer's lien, it is agreed that Liberation may enforce such lien according to Tennessee lien statute and the laws of the state of Tennessee.

4. **VETERINARY CARE/HORSE SHOEING.** Liberation shall notify Owner of any injury or illness to its horse as soon as it is practical after the problem is discovered. Liberation may, at his/her discretion, arrange for veterinary or alternative equine health care by qualified practitioners for Owner's horse. Owner agrees to pay on a timely basis, all such expenses. Liberation may administer medications to Owner's horse. Owner waives all potential claims and agrees to indemnify and hold Liberation harmless if, as a result of Liberation administration of medication, Owner's horse dies or is injured.

Owner shall be responsible for paying to have his/her horse shod by a farrier of Liberation choosing.

5. **RIDING GEAR AND TACK.** Owner acknowledges that he/she is hereby advised by Liberation to purchase and wear a well-fitted helmet, hard-hat, or similar protective headgear fastened securely under the chin while working around or riding horses. Owner further acknowledges that he/she is hereby advised by Liberation to always wear hard-soled, fully enclosed shoes or boots and socks to protect feet, and long pants to protect legs while working around or riding horses. Liberation agrees to advise Owner on the use of reasonable tack and equipment for his/her horse. Owner bears sole responsibility for his/her ultimate choice of tack and equipment, and for the security of such items. Liberation shall not be liable for Owner's loss of tack or equipment, and does not agree to provide storage for same on Liberation premises.

6. **LIABILITY FOR PERSONAL INJURY.** Owner has been advised by Liberation of the dangers inherent to all persons who ride, or work around horses, animals, or other livestock. Hereafter, and for valuable consideration, Owner agrees to release, discharge, and hold Liberation harmless from any and all liability, or causes of action arising out of incidents which may result in bodily injury, death, or property damage to Owner, or Owner's guests, family members, or tack or equipment.

7. **LIABILITY FOR HORSE OR PROPERTY DAMAGE.** Owner acknowledges that Liberation has advised him/her that it is possible that injury may occur to Owner's horse within the context of training and exercise provided by Liberation. Owner agrees to release, discharge, and hold Liberation harmless from any damages arising out of injuries suffered to Owner's horse while such horse is/are under Liberation control. Liberation shall not be liable for injuries or damages arising out of the boarding, feeding or care provided for Owner's horse, including losses caused by fire, theft, running away, or other injury, except where such loss is solely due to the intentional and wrongful act(s) of Liberation. Owner shall be solely liable for all actions of its horse at any time during the term of this agreement. Owner agrees to indemnify and hold Liberation harmless from all damages sustained or suffered by Liberation facilities or property, or damages suffered by persons due to actions of Owner or Owner's horse.

8. **INSURANCE.** Liberation shall not be required to obtain liability insurance which provides

coverage for Owner, Owner's tack and equipment while same are on Liberation premises. If Owner desires such insurance coverage, it shall be his or her independent responsibility to obtain it.

9. TERMINATION. Liberation and Owner agree that this agreement shall be terminable at the choice of either party upon written or oral notification by on the other. All monies due and owing to Liberation at the time of such termination shall be paid as of the date of termination. If Owner's fees due and owing to Liberation at the time of termination are not paid, the lien provisions at paragraph 4 above shall apply. Notice of Termination or lien actions under the agreement shall be deemed to have been received by Owner so long as Liberation mails same by regular mail to Owner's address listed above.

10. TERMS BINDING ON HEIRS AND SUCCESSORS. All terms and conditions of the agreement shall be binding on the heirs, administrators, successors, and assigns of Owner and Liberation.

11.. MERGER CLASUE/ATTORNEYS FEES. Liberation and Owner agree that all terms and conditions governing this agreement are provided for herein, and that there are no separate oral agreements, which shall affect the terms of this agreement. Any amendments to this agreement must be in writing, and signed and dated by Liberation and Owner. Legal actions which may be required to enforce any aspect of this agreement shall occur under Tennessee law in Morgan County. Notice of Service of Process in connection with any legal action arising under the terms of this agreement shall be deemed received so long as either party mails such notice by regular U.S. mail to the other party's address as listed herein. All costs and attorney fees incurred as the result of any lien foreclosure actions arising under this agreement shall be paid by the Owner. Costs and attorney fees, which are incurred as the result of any other dispute arising under this agreement shall be paid by the non-prevailing party.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_.

Liberation  
223 Collins Farm Road  
Rockwood, TN 37854

By:\_\_\_\_\_

Title:\_\_\_\_\_

OWNER:\_\_\_\_\_

(Print Name)

\_\_\_\_\_  
(Signature)

## LIBERATION 2016 FEE SCHEDULE

### **Training**

Training (included stall board)	\$675.00
Conditioning (included stall board)	\$600.00
Weanling Evaluation (only good for 90 days)	\$450.00
Lay Up	\$450.00
Stall Board	\$450.00
Pasture Board	\$350.00

### **Show Fees**

Class A (within 150 miles)	\$300.00
Class A (outside 150 miles)	\$500.00
Regionals (no pre show)	\$1,000.00
Regionals (includes pre show)	\$1,200.00
Egyptian Event (good only for 2016)	\$2,000.00
Scottsdale, Las Vegas and Breeders Cup	\$3,500.00
Youth and Canadian Nationals	\$4,000.00
U.S. Nationals	\$4,500.00

Multi-Horse Discount \$100 per horse per show

\*Plus transport, horse show fees, patronage split, feed & bedding

### **Sales Commissions**

Client Horses at Liberation (Single Agent)	10% of sale
Client Horses at Liberation (Double Agent)	20% of sale

### **Hauling Fees**

\$50.00 minimum

\$1.00 per mile over 50 miles

### **Other Fees**

Body clipping	\$100.00
Photography preparation	\$50.00

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Liberation

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Owner