

Setting Sun Stables, LLC

Trainer: Joe Reser

64399 CR 3, Wakarusa, IN 46573

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settingsun@sbcglobal.net

Training & Showing Agreement

This Agreement, made and entered into this _____ day of _____, _____, by and between _____, hereafter referred to as Client, and Setting Sun Stables, LLC., hereafter referred to as Agent.

Whereas, the Client has an interest in the following horse(s), and full unrestricted authority to execute, deliver, and perform this agreement; and

Whereas, the Client desires to have the Agent train and show the horse(s) pursuant to the terms and conditions set forth herein;

Now, therefore, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. DESCRIPTION AND DELIVERY OF HORSE(S)

HORSE NAME	SEX	REGISTRATION #
_____	_____	_____
_____	_____	_____
_____	_____	_____

It shall be the responsibility of the Client, at their expense, to deliver said Horse(s) to the premises of the Agent in a sound condition and free from all contagious and infectious diseases.

Upon arrival, all horses shall be accompanied by photocopy of registration certificate and a current health certificate confirming a negative Coggins test for Equine Infectious Anemia, taken within the past six months. It is requested that all horses be vaccinated for Strangles, Tetanus, Eastern & Western Sleeping Sickness, Rhinopneumonitis, and West Nile. Horses not accompanied with statement of these immunizations will be vaccinated shortly after their arrival at the expense of the client; if the horse is not in a healthy and sound condition in the opinion of the trainers and/or veterinarian, delivery of the horse(s) may be refused.

2. DUTIES OF THE AGENT: During the time the horse(s) are in the custody of the business, Agent will:

- A. Provide board.
- B. Train and condition said horse(s).
- C. Provide reasonable humane treatment.
- D. At such times and at such shows as both parties deem appropriate, show the horse(s).
- E. Authorize necessary veterinary work at Client's expense. Client shall be consulted on veterinary work when possible.
- F. Schedule farrier appointments for horse(s) at Client's expense.

Any prize money won by the horse(s), as a result of Agent's efforts in showing them, shall be credited to the Client's account with Setting Sun Stables, LLC. Any trophies or ribbons won by the horse(s) shall be given to the client. Except as otherwise provided herein, all training equipment shall be provided at Agent's expense.

- 3. FEES AND EXPENSES:** Client shall be responsible for the board and training fees on said horse(s) as provided in the current rate schedule. Client shall be responsible for all costs and expenses on behalf of the veterinary costs, farrier costs, clipping fees, blankets and hoods, coolers, neck wraps, show supplies, show decorations, show entries and stall fees, tailoring fees to and from the shows, and prorated show expenses. If requested, Client will furnish show tack, which shall meet Agent's approval.
- 4. PAYMENT OBLIGATION:** Client agrees to pay the Agent for the board and training at the time of delivery of horse(s) for the first month. Each month thereafter, Client agrees to pay Agent the fees and expenses as billed them on their monthly statement. Amounts not paid by the 25th of the month in which the monthly statement was issued are considered past due and are subject to a finance charge set forth by Setting Sun Stables, LLC. If at any time, an account becomes more than 60 days delinquent, all training and showing shall cease until the account is brought to a current state. Agent shall have a lien on said horse(s) for all unpaid charges under this agreement, and said horse(s) shall not leave Setting Sun Stables, LLC. prior to payment. Unless otherwise indicated in writing and signed by the Client, the Client warrants that he or she owns said horse(s) and that there exist no liens or other encumbrances, express or implied, outstanding against said horse(s). The Client acknowledges that Setting Sun Stables, LLC. has a right of lien pursuant to Indiana Code for all charges and expenses of keeping said horse(s). The Client acknowledges that Setting Sun Stables, LLC. has the right to retain said horse(s) until the amount of such indebtedness is discharged or to otherwise proceed to sell said horse(s) in the manner provided by law.

In the event that Setting Sun Stables, LLC. commences action against the Client for the Client's default or breach of this agreement or to collect on a delinquent account, the Client shall pay any and all reasonable attorney fees and/or court costs incurred by Setting Sun Stables, LLC. in connection with said action.

- 5. DURATION AND TERMINATION OF AGREEMENT:** The Client may remove the horse(s) from Agent's custody at any time provided that the Client gives five days notice in advance of removing the horse(s). Thus, enabling Setting Sun Stables, LLC. to make available staff and assistants to aide in departure of horse(s); and further provided that the Client, on or before removing them, pays in full all charges due under this agreement. If at any time while the Agent determines

that for other reasons the horse(s) should be removed from Agents place of business, or if Client breaches its obligations hereunder, the Client shall immediately pay all charges due to Agent and remove the horse(s) from Setting Sun Stables, LLC. Agent shall have the right to require, prior to the removal of the horse(s) from the custody of Setting Sun Stables, LLC. that the horse(s) receive, at Client expense, a veterinary certificate of health.

- 6. LIABILITY AND INDEMNIFICATION:** The Client agrees to indemnify and hold harmless Setting Sun Stables, LLC., the Agent, and any agents, servants, or employees of either of them;
- A.** for any sickness, disease, injury, estray, theft, or death which may be incurred by horse(s) and any and all other cause of action whatsoever arising out of or in any connected with training, showing, boarding, or tailoring of said horse(s).
 - B.** for any personal injury, disability, or death incurred by the Client, Client's family members, or any individual accompanying the Client while on the premises of Setting Sun Stables, LLC.;
 - C.** for any damage to or loss of property incurred by the Client, Client's family members, or any individual accompanying the Client while on the premises of Setting Sun Stables, LLC.;
 - D.** for any injury to said horse(s) while in the Agent's care and custody where the Client is the legal owner of said horse(s) and where any claim, demand, or cause of action is brought by the legal owner(s) of said horse(s);
 - E.** for any personal injury, disability, or death incurred by any third persons or any damage to or loss of property incurred by any third persons caused by the Client's horse(s) while said horse(s) are in the Agent's care and custody.

7. NOTICE OF INDIANA'S EQUINE ACTIVITY LAW:

WARNING

UNDER INDIANA LAW, 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.

- 8. INSURANCE:** Client acknowledges that Agent carries no insurance of any type whatsoever with respect to said horse(s). The Client further acknowledges that if it desires to be protected against insurable risks, it must obtain such coverage at its sole expense.
- 9. FARRIER SERVICES:** Agent shall have the right to have qualified farriers perform such services, at Client's expense. Farriers will be selected as per agreed on an individual basis between Agent and Client. Farriers will be selected for said horse(s) on their areas of expertise. Client may be billed directly by farrier or through Setting Sun Stables, LLC.
- 10. VETERINARIAN SERVICES:** Agent shall have the right to have a qualified veterinarian perform such services, at Client's expense, as the Agent and veterinarian may consider necessary for the proper care and treatment of said horse(s).
- 11. PAYMENT OF SHOW FEES:** The accompanying Rate Schedule lists the show fees due prior to departure for the show and the prorated expenses to be billed after the show.

12. TRANSPORTATION: Agent shall have the right to trailer, or select a third party to trailer the horse(s) to and from shows, and to board the horse(s) with third parties when traveling to and from shows and while at shows. Neither said third parties, or Setting Sun Stables, LLC. shall be liable for any sickness, disease, estray, theft, death, or injury while the horse(s) are being transported or under the care of said third party.

13. SALES SERVICES: Agent will be Client's agent for any sale made while the horse(s) are with Setting Sun Stables, LLC. Agent will be paid a fee by client equal to 15% of the sales price, due and payable upon the execution of the sale.

14. ADDITIONAL AGREEMENTS:

15. ARBITRATION: Agent shall have the option to submit to arbitration any controversy or claim arising out of or relating to this agreement or breach of it. The venue of such arbitration shall be St. Joseph County, IN. and said arbitration shall be conducted in accordance with the rules of the American Arbitration Association by an arbitrator, each of them shall nominate their own arbitrator, and said arbitrators shall mutually select a third arbitrator. Any judgement upon the award rendered maybe entered and enforced in a court having jurisdiction.

16. LEGAL FORUM: This agreement was made in St. Joseph County, Indiana, is to be performed in the State of Indiana, and shall be interpreted and governed by the laws of the State of Indiana. By signing this agreement, the Client agrees, in any action to enforce or construe the terms of this agreement, to the jurisdiction and venue of federal and state courts located in St. Joseph County, Indiana.

17. WAIVER: No failure or delay by Agent to exercise any right, power, or privilege provided hereunder or by applicable law shall operate as a waiver, thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power, or privilege. The remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.

18. NOTICES: All notices and communications required hereunder shall be deemed effective if made in writing and either personally delivered or mailed by first-class mail, postage prepaid, to the other party.

19. AUTHORITY: the Client hereby represents that it has unrestricted authority to enter into, deliver, and perform this agreement. The Client hereby agrees that if it isn't the owner of the horse(s), it shall provide to Agent, on request, evidence sufficient to Agent of such authority as granted by the owner of the horse(s).

20. ENTIRE AGREEMENT: This agreement represents the entire agreement between the parties. No other agreements or promises, express or implied, are included unless specifically so stated in this agreement.

21. BINDING EFFECT ON SUCCESSORS: The agreement shall be binding upon the assigned successors, heirs, executor, and administrators of the respective parties.

22. OBLIGATION: The undersigned, individually and jointly, hereby guarantees to prompt and faithful performance of all obligations herein.

23. ASSIGNMENT: This agreement shall not be assigned.

DATE: _____

CLIENT: _____

DATE: _____

AGENT: _____

Owner Information:

Address: _____

Phone: _____

Alternate Phone Number: _____

Email: _____

Other Info: _____

