



BOARD AND TRAINING

THIS AGREEMENT, is made effective the _____ of _____, by and between _____ (hereinafter referred to as the "Horse Owner") and TEAM RIDER Equine, LLC (hereinafter referred to as "TEAM RIDER").

Witness in consideration of the mutual covenants herein contained, it is agreed as follows:

1. **Employment.** The Horse Owner hereby employs TEAM RIDER and TEAM RIDER hereby accepts employment on the terms and conditions hereinafter stated to board a certain horse known as _____ and described as follows: (_____
_____ x _____) (hereinafter referred to as the "Horse")

- 1.1 **Additional horses registered to the same owner.** If you have one or more horses in addition to the first horse noted in Section 1. of this Agreement, you will need to complete an Employment Addendum form.

Additional horses _____ Yes _____ No

2. **Responsibilities of TEAM RIDER.** In consideration of the compensation hereafter described, TEAM RIDER, agrees to perform the following act on behalf of the Horse Owner:

2.1 **Board.** TEAM RIDER agrees to keep, maintain and care for the Horse in a prudent manner in accordance with approved boarding practices. TEAM RIDER will order any and all veterinary and farrier care on behalf of the Horse Owner at TEAM RIDER's discretion at the Horse Owner's expense. TEAM RIDER agrees to provide for the Horse adequate feed, water, and turn-out (conditions permitting). Horse Owner is responsible for exercise and grooming of the Horse(s) being boarded.

Select _____ Board

2.2 **Conditioning and Training.** TEAM RIDER agrees, in addition to the Board service as described in section 2.1 above, to provide for the Horse additional grooming and exercise in order to bring the Horse to a condition considered to be suitable for showing and/or marketing purposes. Further, TEAM RIDER agrees to train the Horse in one or both of the categories as requested by Horse Owner.

Select _____ Performance

3. **Employment of Personnel.** TEAM RIDER will investigate, hire, pay, supervise and discharge all personnel necessary to be employed in order to properly carry out the services as described herein. Such personnel will be employees of TEAM RIDER and the Horse Owner will have no right to supervise or direct such employees and will incur no obligation or liability with respect to such employees.
4. **Compensation of TEAM RIDER.** As payment for TEAM RIDER's services rendered on behalf of the Horse Owner, TEAM RIDER will be entitled to receive a monthly Board Fee and/or monthly Training Fee, based on the type of service provided, in an amount in accordance with the current Fee Schedule. Payment for any partial month shall be on a pro rata basis in accordance with the daily fees. Such Board and Training Fees, along with all other fees for services provided by TEAM RIDER for Horse Owner in accordance with the Fee Schedule, are to be paid by the Horse Owner to TEAM RIDER by the 1st (first) of the month for which such service is rendered. Any delinquent payments shall be interest at the rate of 1.5% per month (18% per annum).
5. **Payment of Expenses.** TEAM RIDER will pay expenses incurred in connection with the services rendered on behalf of the Horse on behalf of the Horse Owner, as listed in Section 2 of this Agreement. All farrier and veterinary expenses, as well as expenses for other services required for maintaining owner provided equipment in clean, workmanlike manner (i.e., blankets, hoods, pads), in accordance with the actual expenses or the current TEAM RIDER Fee Schedule, whichever is applicable, rendered by TEAM RIDER, will be paid by the Horse Owner. The Horse Owner hereby accepts the existing facilities of TEAM RIDER as suitable for the intended purposes hereunder.
6. **Marketing.** In the event the Horse is sold to a third party while in the care of TEAM RIDER under the terms of this Agreement, the Horse Owner agrees to pay to TEAM RIDER a sales commission in the amount equal to 15% of the entire sale price due and payable to TEAM RIDER at the time of the closing of such sale.
7. **Related Services.** Additional services, as requested by the Horse Owner and performed by TEAM RIDER such as transportation of the Horse, showing, etc., shall be done in accordance with the nature and scope of the terms of this Agreement, and the Horse Owner will pay for these services in accordance with the current TEAM RIDER Fee Schedule.
8. **Show Expenses.** The Horse Owner agrees to pay to TEAM RIDER the pro rata share (based on the number of horses) of the expenses incurred while at horse shows and events in which the Horse is in attendance. Expenses are in accordance with the current Fee Schedule. Note that placement of a horse in the TEAM RIDER Board and Training program does not obligate TEAM RIDER to show the Horse.
9. **Insurance and Risk of Loss.** The Horse Owner agrees to hold TEAM RIDER harmless from any claims of injury to property, individuals, horses and third parties resulting from the boarding, training, transporting, showing or other services as rendered for the Horse on behalf of the Horse Owner by TEAM RIDER. The Horse Owner shall have the

responsibility of insuring against liability for damages arising out of the conduct of activities associated with the Horse as contemplated by this Agreement. It shall be the Horse Owner's sole responsibility, though TEAM RIDER imposes no such obligation on the Horse Owner, to insure for the value of the horse, or any portion thereof, in the event of loss due to death, injury, stray, theft, or other during the term of this Agreement as a result of any service rendered by TEAM RIDER hereunder. Any and all risk of loss is assumed by the Horse Owner for the term of this Agreement.

10. **Insurance and Risk of Loss.** The Horse shall not be removed by the Horse Owner or by anyone at Horse Owner's instruction, until payment in respect to all charges, including charges for services of others as ordered by TEAM RIDER on behalf of the Horse Owner, such as veterinary, shall have been made. TEAM RIDER shall have a general lien upon the Horse for payment of the sums owing for the services contemplated by this Agreement. Such lien shall continue even if the Horse is removed from the care, custody, or control of TEAM RIDER, and may enforced as provided for enforcement of liens by the laws of the state of Texas. In the event it becomes necessary for TEAM RIDER to commence litigation to enforce any of the terms of obligations of the Horse Owner under this Agreement including the enforcement of any lien, TEAM RIDER shall be entitled to recover all costs incurred, including reasonable attorney's fees and any cost of repossession. Further, to secure performance of all obligations of this contract, the Horse Owner grants TEAM RIDER a security interest in the Horse.
11. **Term.** This Agreement will extend for a term commencing on the date hereof and ending on the Horse's departure, unless terminated pursuant to the provision in sub-paragraph A, B, or C as set forth below:
 - A. **Default.** If the Horse Owner or TEAM RIDER defaults in the performance of their respective obligations hereunder, and such default continues for thirty (30) days after written notice specifying such default, then, in that event, this Agreement, at the option of the non-defaulting party, may be terminated by written notice at any time thereafter while such default continues; provided however, that if such default is cured, or, with respect to defaults requiring action other than the payment of money, if action to cure such default is undertaken within said thirty (30) day period and diligently pursued to completion, then this Agreement will continue as if the notice of default had not been served.
 - B. **Mutual Agreement.** This Agreement may otherwise be immediately terminated prior to the specific termination date, as described herein, by mutual Agreement of the Horse Owner and TEAM RIDER. In the event the Horse Owner and TEAM RIDER shall mutually arrange and agree upon the terms of such termination.
 - C. **One Party Termination.** This Agreement may also be terminated by the Horse Owner or by TEAM RIDER with thirty (30) days advance written notice by certified mail made by the part seeking termination to the other party.

TEAM RIDER will, upon termination of this Agreement, at the Horse Owner's sole expense:

- (a) Surrender to the Horse Owner the records, if any, associated with the boarding and/or training of the Horse.
- (b) Surrender the Horse to the Horse Owner.

The Horse Owner will, upon termination of this Agreement:

- (a) Make prompt and immediate payment in the form of cash, cashier's check, or bank money order, in the amount equal to any and all remaining expenses due on account relating to the Horse which are due and payable up to and including the date of the Horse's departure from TEAM RIDER prior to TEAM RIDER'S required release of the Horse.
- (b) The Horse Owner shall, upon termination of this Agreement, release TEAM RIDER from all further obligations of any sort relation to the Horse and/or the Horse Owner.

12. **Assignment.** This Agreement may not be assigned by TEAM RIDER without the prior written consent of the Horse Owner. It is understood that the Horse Owner has placed reliance on the expertise, reputation, and knowledge of TEAM RIDER in execution of this Agreement and that this Agreement is intended to be a contract for the personal services of TEAM RIDER. In the event that the Horse is sold or leased to a third party, or for any reason whatsoever, this Agreement is not assignable to the third party by the Horse Owner without the written consent of TEAM RIDER.

13. **Miscellaneous.** It is further agreed as follows:

13.1 **Business Opportunities.** It is understood that TEAM RIDER will have the right to engage in any activity for profit or advantage of TEAM RIDER including but not limited to such activities as boarding, training, showing and/or marketing for other horses, or any other activity otherwise, without the consent of the Horse Owner. However, activities which involve the Horse Owner's Horse are only conducted by TEAM RIDER with prior consent from the Horse Owner.

13.2 **Notices.** All notices required hereunder will be served personally or by registered or certified mail with postage prepaid, addressed to the parties at the addresses set forth above or at such other address as may from time to time be designated by written notice by either party.

13.3 **Binding Effect.** This instrument, together with the attached current TEAM RIDER Fee Schedule, constitutes the entire Agreement between TEAM RIDER and the Horse Owner for the boarding and related services of the Horse as provided by TEAM RIDER on behalf of the Horse Owner. This Agreement may not be amended or supplemented except in writing approved by TEAM RIDER and the Horse

Owner. All other oral or written agreements in relation to the subject matter of this Agreement are hereby rescinded. This Agreement will be binding on the Horse Owner and TEAM RIDER and on their respective successors and assigns, provided that TEAM RIDER will have no right to assign this Agreement. If any part of this Agreement is held to be unenforceable, the balance of the Agreement will nevertheless be carried to effect.

13.4 **Indemnification.** TEAM RIDER and its agents, employees, representatives, trainers, or owners shall not be liable for any sickness, disease, stray theft, death, or injury that may be suffered by the Horse in TEAM RIDER'S custody, nor for any other loss, damages, or injury arising out of, or connected with the services pursuant to this Agreement or for any other services as may be performed by TEAM RIDER at the Horse Owner's request. The Horse Owner acknowledges that mortality, and/or insurances relating to a loss of the Horse in any way, are solely at the Horse Owner's responsibility. TEAM RIDER shall also not be liable for any personal injury or disability which the Horse Owner and/or the Horse Owner's agents, representatives, family members, clientele, and/or employees may receive while on the premises of TEAM RIDER. The Horse Owner agrees to indemnify and hold harmless TEAM RIDER, its agents, employees, representatives, trainers, and owners from any claim related to damages, illness, or injury cause by the Horse.

NOTE:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES DOCE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OR EQUINE ACTIVITIES.

In witness whereof, the undersigned have executed this Agreement as of the date first written above.

TEAM RIDER Equine, LLC

Horse Owner

By: _____

By: _____

Date: _____

Date: _____