

SCOTT SILVEIRA HORSES
AND ALL OF ITS SUBSIDIARIES & ASSIGNEES

2290 Lil's Place, Templeton, Ca. 93465

(805) 423-7663

www.Scottsilveirahorses.com

TRAINING AGREEMENT

This agreement is entered into this _____ day of _____, 20_____ by and between _____ of _____

hereinafter referred to as "Owner", and Scott Silveira Horses and all of its subsidiaries and assignees, hereafter referred to as "Trainer".

Whereas, the parties desire to agree on the terms and conditions of such training.

Now, therefore, it is hereby agreed as follows:

1. Description and Delivery of Horses

Owner agrees to deliver, on or about _____ the following horse(s) to Trainer:

Name	Age	Color	Sex
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(a) _____

(b) _____

(c) _____

2. Payment for Training

Owner agrees to pay Trainer the sum of \$ _____ per month per horse(s) trained subject to the terms and conditions hereof. Said charge shall be payable on or before the _____ of each month and payment not received by Trainer by the _____ of the month shall incur interest 12% per annum for the number of days past the _____ of the month that the payment is delinquent. Further, if the payment is not received by the _____ of each month, an additional Ten Dollar (\$10.00) handling charge shall be added to the monthly charge as indicated below.

3. Duties of Trainer

Trainer agrees to perform training in a manner consistent with industry practices. The safety of Trainer and horse are always a first priority. Trainer agrees to contact Owner immediately of any unforeseen problems, injuries or illness.

4. Expenses

Owner shall bear all costs of all transportation incidental to the purposes of this Agreement, including, but not limited to, veterinary and medical costs, entry fees, special equipment needed on an emergency basis that the Trainer may deem necessary to the proper showing of any Owner's horses.

5. Authority to Obtain veterinary and Farrier Care

Owner hereby authorizes Trainer to obtain all necessary emergency as well as emergency farrier care to maintain said animal(s) in good health. All other non-emergency care needs (veterinary, farrier, worming) shall be first approved by the Owner unless otherwise authorized hereunder. Owner shall pay all such veterinarian and farrier services in accordance with Paragraph 4 above.

6. Travel

Owner agrees to pay for all traveling expenses for Trainer if Trainer is asked to present a horse(s) at a place other than the Trainer’s own facility. This includes but is not limited to hotel charges, fuel, required clothing and meals.

7. Accounting and Billing by Trainer

Trainer shall keep an accurate account thereof, and bill Owner for the same at the end of each month. If payment is not received within 15 days of receipt shall incur interest 12% per annum for the number of days past the _____ of the month that the payment is delinquent. Further, if the payment is not received by the _____ of each month, an additional Ten Dollar (\$10.00) handling charge shall be added to the monthly charge as indicated below.

8. Terms and Termination of Agreement

The term of this Agreement shall be for _____ months, commencing on _____, 20____ and terminating on _____, 20____ (or can be month to month basis), or upon three (3) days written notice to the other party and a final accounting thereto based on daily pro rata basis shall be prepared by Trainer and any amounts due shall be paid by Owner within five (5) days, provided all funds owing to Trainer shall be paid prior to Owner taking possession of said horse(s).

9. Board and Feed

Trainer shall provide a safe living area for horse(s). Trainer will feed horses two times per day, seven days a week. Fresh water will always be available.

10 Insurance

A. Trainer agrees to maintain liability insurance in the sum of \$ _____ each person, \$ _____ each accident, and \$ _____ property damage.

Trainer will make available to Owner, upon request, proof of such above described insurance as being in force.

B. Indemnity. Except as covered by insurance provided, Owner agrees to indemnify Trainer from all liability or claims, demands, damages and costs for or arising out of the breaking. Training of Owner’s horse(s), whether it be caused by negligence of Trainer, his agents or employees, or otherwise.

11. Binding Effect on Successors/Attorney Fees:

A. This agreement shall be binding upon the assigns, heirs, executors and administrators of the respective parties.

B. Should either party breach this Agreement, the breaching party agrees to pay the other’s reasonable attorney fees and court costs related to such breach.

C. This Agreement shall be interpreted as constructed in accordance with the laws of the State of California.

12. Amendments

This Agreement may be amended at any time by writing, into the provisions herein set forth, and the description of any additional horses(s) desired by both parties to be placed within the terms of this Agreement, and the amendment shall be initialed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____ on the day and year first above written

CLIENT

Client name: _____

First

Last

Physical Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home phone number: _____

Office number: _____

Cell phone number: _____

Fax number: _____

List of people that are authorized to speak to myself; or an associate regarding your horse, on your behalf:

Signed: _____

Title: _____

TRAINING STABLE

Owner: Scott Silveira

Address: 2290 Lil's Place

City: Templeton State: Ca. Zip: 805-423-7663

Signed: _____

Title: Owner