

HORSE TRAINING AGREEMENT AND LIABILITY RELEASE

TRAINER NAME: STEPHEN FREEMAN AND/OR KRISTEN FREEMAN

PLEASE READ CAREFULLY BEFORE SIGNING
THIS TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSES
IT IS HEREBY AGREED TO AS FOLLOWS:

WARNING: UNDER ALABAMA 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, PURSUANT TO THE EQUINE ACTIVITIES LIABILITY PROTECTION ACT.

A. DEFINITIONS - THE TERM "TRAINER" SHALL HEREIN REFER TO ANY OF OLD SOUTH EQUINE'S TRAINERS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ASSIGNS, MEMBERS, PREMISES OWNERS, AND OTHERS ACTING ON OLD SOUTH EQUINE'S BEHALF. THE TERM "OWNER" SHALL HEREIN REFER TO THE OWNER, PART OWNER, OR LESSEE OF THE ANIMALS WHICH ARE CONTRACTED TO BE TRAINED UNDER THIS AGREEMENT. THE TERMS "HORSE(S)" AND "ANIMAL(S)" SHALL HEREIN REFER TO ALL EQUINE SPECIES, AND ALSO TO THE SPECIFIC ANIMAL OR ANIMALS TO WHICH THIS AGREEMENT REFERS. THE TERMS "TRAIN" AND "TRAINING" SHALL HEREIN REFER TO THE SCHOOLING, CONDITIONING AND EDUCATION OF HORSES. THE TERM "HORSEBACK RIDING" SHALL HEREIN REFER TO RIDING OR OTHERWISE HANDLING OF HORSES, WHETHER FROM THE GROUND OR MOUNTED. THE TERM "RIDER" SHALL HEREIN REFER TO THE OWNER AND THE PARENTS OR LEGAL GUARDIANS THEREOF IF A MINOR.

B. AGREEMENT PURPOSE AND CONSIDERATION - AT THE COMMENCEMENT OF THIS AGREEMENT, THE OWNER INTENDS FOR THE TRAINER TO UNDERTAKE THE TRAINING OF THE ANIMAL(S) LISTED BELOW.

TRAINER PREDOMINANTLY TRAINS THE ANIMAL(S) FOR THE SUM OF \$700 PER MONTH WITH THE OWNER ALSO HAVING THE OPTION OF RECEIVING LESSONS ON HOW TO INTERACT AND/OR TRAIN THE ANIMAL(S) DURING THE MONTH. TWO LESSONS PER MONTH ARE INCLUDED IN THE MONTHLY TRAINING RATE. ADDITIONAL LESSONS ARE AVAILABLE AT THE REGULAR LESSON RATE.

NOTE: STALLIONS HAVE AN ADDITIONAL COST PER MONTH DUE TO THEM NEEDING A SEPARATE RUN. THE INNATE NATURE OF THEM BEING HARDER ON EQUIPMENT AND FENCING ALONG WITH THE ADDITIONAL ATTENTION THEY REQUIRE AND DESERVE REQUIRES THEM TO HAVE AN ADDITIONAL COST OF \$150 PER MONTH.

MONTHLY CHARGES FOR TRAINING AND OTHER INCIDENTAL SERVICES ARE DUE AS FOLLOWS:

\$250 DEPOSIT PER HORSE UPON ARRIVAL. THE REMAINDER OF THE MONTHLY FEE WILL BE DUE AT THE END OF THE 30 DAY PERIOD. ALL EXPENSES INCURRED FOR VETERINARIAN OR FARRIER VISITS, OR OTHER OUT-OF-POCKET COSTS SHALL BE BILLED AFTER THE INCURRENCE THEREOF.

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C. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE TRAINED

1. BARN NAME OF HORSE _____ AGE _____

REGISTERED NAME _____

BREED _____ COLOR _____ SEX _____

CURRENT INSURER _____ POLICY # _____

INSURER EMERGENCY PHONE # _____

DISCLOSE HORSE'S VICIS, UNIQUE HABITS _____

OTHER PERTINENT INFORMATION _____

TYPE OF TRAINING DESIRED _____

2. BARN NAME OF HORSE _____ AGE _____

REGISTERED NAME _____

BREED _____ COLOR _____ SEX _____

CURRENT INSURER _____ POLICY # _____

INSURER EMERGENCY PHONE # _____

DISCLOSE HORSE'S VICIS, UNIQUE HABITS _____

OTHER PERTINENT INFORMATION _____

TYPE OF TRAINING DESIRED _____

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D. FEE SCHEDULE FOR TRAINING SERVICES - TRAINER'S FEE SCHEDULE MAY CHANGE AT ANY TIME. SHOULD SUCH A CHANGE BE REQUIRED TRAINER SHALL GIVE NO LESS THAN 30 DAYS WRITTEN NOTICE PRIOR TO IMPLEMENTATION.

HORSE TRAINING – (SEE SECTION B FOR MONTHLY FEE) TRAINING TIME VARIES FROM DAY TO DAY DEPENDING ON THE HORSE'S LEARNING CURVE, TEMPERAMENT, AND ATHLETIC ABILITY. THE HORSE WILL BE EXPOSED TO GROUND WORK AND TIME UNDER SADDLE WITH A RIDER IF IT IS PHYSICALLY SAFE FOR THE HORSE TO DO SO. OTHER ACTIVITIES THE HORSE MAY BE EXPOSED TO ARE PICKING UP FEET, CLIPPING, DESENSITIZING, WASHING, TRAILER LOADING AND OTHER ACTIVITIES THAT ARE A PART OF A TYPICAL LIFE INTERACTING WITH HUMANS.

BOARD (INCLUDED IN TRAINING FEE) - SHALL INCLUDE:

1-2 GRAIN FEEDINGS PER DAY (AT DISCRETION OF TRAINER)

FREE ACCESS TO WATER

DAILY HAY FEEDINGS

GROUP SETTING

SEPERATE RUN (\$50 ADDITIONAL COST PER MONTH IF HORSE IS A MARE OR GELDING.

IF HORSE IS A STALLION THIS OPTION IS REQUIRED AND ADDITIONAL COST IS \$150)

BARN SHELTER

MILEAGE FOR HAULING \$50.00 TRANSPORT FEE OR \$2.00 PER MILE FROM OLD SOUTH EQUINE TRAINING FACILITY. WHICHEVER IS GREATER.

RIDING ADVICE - MONTHLY TRAINING RATE INCLUDES 2 OWNER LESSONS. ADDITIONAL LESSONS ARE AVAILABLE AT THE REGULAR LESSON RATE.

E. PAYMENT OF INVOICES - INVOICES ARE PAYABLE WITH CASH OR CHECK UPON RECEIPT. A FEE OF **\$30.00** WILL BE APPLIED FOR EACH RETURNED CHECK AND CHECKS WILL NO LONGER BE ACCEPTED AS A FORM OF PAYMENT. UPON COMPLETION OF THIS AGREEMENT, THE REMAINDER OF ANY AND ALL EXPENSES SHALL BE DUE AND PAYABLE IMMEDIATELY AND THE ANIMAL WILL NOT BE RELEASED FROM TRAINER'S POSSESSION UNTIL ALL EXPENSES ARE PAID IN FULL. IN THE EVENT PAYMENT IS OVERDUE BY SEVEN (7) DAYS, TRAINER SHALL BE ENTITLED TO A LIEN AGAINST THE HORSE AND/OR EQUIPMENT STORED UPON TRAINER'S PREMISES IN THE FULL AMOUNT DUE. ENFORCEMENT OF SAID LIEN SHALL BE AT THE DISCRETION OF TRAINER WHO MAY SELL THE HORSE AND/OR EQUIPMENT FOR AMOUNTS OUTSTANDING IN ACCORDANCE TO THE APPROPRIATE LAWS OF THE STATE.

F. TRAINING OF HORSE - THE TRAINER SHALL TRAIN HORSE AND PERFORM ALL SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS. THE TRAINER WILL EXERCISE REASONABLE CARE FOR THE PROTECTION OF THE HORSES AND SHALL EDUCATE AND TRAIN THE HORSES AND OWNERS TO THE BEST OF HIS/HER ABILITY. TRAINER **GUARANTEES** THAT THE OWNER WILL SEE AN IMPROVEMENT IN THE OWNER'S HORSE'S ATTITUDE, SKILLS, AND RESPONSIVENESS TO CUES EACH MONTH THE HORSE IS IN TRAINING.

OTHER THAN THE GUARANTEE STATED ABOVE THE TRAINER CANNOT AND DOES NOT 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

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MENTAL ABILITY OF EACH HORSE. TRAINER SHALL PROVIDE SUITABLE FACILITIES AND CARE FOR HORSE IN AN ADEQUATE MANNER WITH FEED BEING DETERMINED BY THE TRAINER. THE TRAINER HAS COMPLETE CONTROL OVER THE MANNER OF TRAINING AND SHALL TAKE ALL PRECAUTIONS FOR THE PROPER PERFORMANCE THEREOF.

G. SALE OR DEATH OF HORSE - IT IS HEREBY AGREED THAT IN THE EVENT OF THE SALE OF THE HORSE, OR THE DEATH OF THE HORSE, OR IF THE HORSE BECOMES UNFIT TO TRAIN, TRAINER HAS THE OPTION OF ACCEPTING ANOTHER HORSE, IN ACCORDANCE WITH THIS CONDITION SET FORTH HEREIN WITHIN SEVEN (7) DAYS; OR, IN THE ALTERNATIVE, TERMINATING THIS AGREEMENT UPON PAYMENT OF ALL EXPENSES AND FEES.

H. HORSE HEALTH WARRANTY - EACH HORSE SHALL ENTER THE TRAINER'S PREMISES FREE FROM TRANSMISSIBLE DISEASES, AND MUST BE EFFECTIVELY WORMED, AND CURRENT ON IMMUNIZATIONS FOR THIS AREA AT LEAST 7 DAYS PRIOR TO ARRIVING AT THE TRAINING FACILITY. TRAINER WILL MAKE AN EFFORT TO KEEP EACH HORSE IN GOOD HEALTH BUT CANNOT GUARANTEE EACH HORSE'S HEALTH. OWNER MUST PRESENT THE FOLLOWING UP-TO-DATE DOCUMENTS TO TRAINER PRIOR TO THE ENTRY OF HORSE ONTO TRAINER'S PREMISES.

WORMING AND IMMUNIZATION RECORD
 NEGATIVE COGGINS TEST

THE FOLLOWING IS HIGHLY RECOMMENDED BUT IS NOT REQUIRED. VACCINATION AGAINST STRANGLES AND VETERINARIAN HEALTH CERTIFICATE.

I. TRAINER'S RIGHT TO REFUSE SERVICES - TRAINER RESERVES THE RIGHT TO REFUSE THE CONTINUATION OF TRAINING SERVICES OF ANY HORSES FOR ANY REASON, TO INCLUDE BUT NOT LIMITED TO: ANIMAL'S POOR HEALTH OR UNSOUNDNESS; DANGEROUS PROPENSITIES, HABITS AND/OR VICES; AND/OR NON-TRAINABLE CONDITION WHICH TRAINER MAY NOT BE EQUIPPED OR CAPABLE TO HANDLE; OWNERS REFUSAL TO OBEY STABLE RULES OR TO COOPERATE WITH TRAINER ON REASONABLE REQUESTS RELATIVE TO THE MANAGEMENT, TRAINING, WELFARE AND SAFETY OF ANIMALS AND PEOPLE ON PREMISES; AND, ALSO IN SUCH EVENT TRAINER SHALL GIVE OWNER 7 (**SEVEN**) DAYS WRITTEN NOTICE TO REMOVE HORSES FROM PREMISES. AFTER ALL FEES HAVE BEEN PAID IN FULL THIS AGREEMENT IS CONCLUDED. FAILURE TO PAY TRAINING AND OTHER FEES AS DUE SHALL ALSO ENTITLE TRAINER TO ACT UPON CLAUSE Q.

J. ROUTINE HORSE CARE REQUIREMENT - HORSES IN TRAINING MUST PARTICIPATE IN TRAINER'S WORMING, IMMUNIZATION, SHOING, AND TEETH FLOATING PROGRAMS, THE COST OF WHICH SHALL BE BORNE BY OWNER.

K. EMERGENCY CARE - TRAINER AGREES TO ATTEMPT TO CONTACT OWNER SHOULD TRAINER DETERMINE VETERINARY TREATMENT IS NEEDED FOR SAID HORSE(S), BUT, IF TRAINER IS UNABLE TO CONTACT OWNER, TRAINER 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 CARE INCURRED SHALL BE PAID BY OWNER WITHIN FIFTEEN (15) DAYS FROM THE DATE OWNER RECEIVES NOTICE THEREOF, OR TRAINER IS AUTHORIZED, AS OWNER'S AGENT, TO ARRANGE DIRECT BILLING TO OWNER.

TRAINER SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A

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VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS TRAINER IS INSTRUCTED HEREIN BY OWNER OR ON OWNER'S INFORMATION SHEETS, THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

OWNER AGREES TO NOTIFY TRAINER OF ANY AND ALL CHANGE OF ADDRESSES, EMERGENCY TELEPHONE NUMBERS, ITINERARIES OR OTHER INFORMATION REASONABLY NECESSARY TO CONTACT OWNER IN THE EVENT OF AN EMERGENCY. IN THE EVENT OWNER DEPARTS FOR VACATION OR IS OTHERWISE UNAVAILABLE, PRIOR TO DEPARTURE OWNER SHALL NOTIFY TRAINER AS TO WHAT PARTY IS AUTHORIZED TO MAKE DECISIONS IN THE OWNER'S PLACE WITH REGARD TO THE HEALTH, WELL-BEING, AND/OR MEDICAL TREATMENT OF THE HORSE(S).

L. INHERENT RISKS AND ASSUMPTION OF RISK - THE UNDERSIGNED 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 PROPENSITY OF EQUINES TO BEHAVE IN WAYS SUCH AS, RUNNING, BUCKING, BITING, STOPPING SHORT, CHANGING DIRECTION OR SPEED AT WILL, SHIFTING ITS WEIGHT FROM SIDE TO SIDE, KICKING, SHYING, STUMBLING, 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 MEDICAL CARE; AND THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE ANIMAL OR NOT ACTING WITHIN SUCH PARTICIPANT'S ABILITY.

M. RISK OF LOSS AND STANDARD OF CARE - DURING THE TIME THAT THE ANIMAL(S) IS/ARE IN CUSTODY OF TRAINER, TRAINER SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE ANIMAL(S) OR ANY OTHER CAUSE OF ACTION WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID ANIMAL(S), EXCEPT IN THE EVENT OF WILLFUL NEGLIGENCE ON THE PART OF TRAINER, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE OWNER, MAY RECEIVE ON TRAINER'S PREMISES.

THE OWNER FULLY UNDERSTANDS THAT TRAINER DOES NOT CARRY ANY INSURANCE ON ANY ANIMALS NOT OWNED BY IT FOR BOARDING OR FOR ANY OTHER PURPOSES, WHETHER PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT OR EQUINE MORTALITY INSURANCE AND THAT ALL RISKS CONNECTED WITH BOARDING OR FOR ANY OTHER REASON FOR WHICH THE ANIMAL(S) IN THE POSSESSION OF, AND ON THE PREMISES OF TRAINER ARE TO BE BORNE BY THE OWNER.

THE STANDARD OF CARE APPLICABLE TO TRAINER IS THAT OF ORDINARY CARE OF A PRUDENT ANIMAL OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL TRAINER BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS

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(\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE TRAINER WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

N. DIRECT LOSS TO PERSONAL PROPERTY WARNING - OWNER IS HEREBY WARNED THAT DIRECT LOSS OR DAMAGE, THEFT, INJURY OR DISAPPEARANCE OF OWNER'S HORSES, TACK, EQUIPMENT OR OTHER PROPERTY IS NOT COVERED BY TRAINER'S INSURANCE AND TRAINER SHALL NOT BE LIABLE FOR THE OWNER'S HORSES, TACK, EQUIPMENT OR OTHER PROPERTY.

O. OWNER ACCEPTANCE OF RESPONSIBILITY - DURING THE TIME THAT THE HORSE(S) ARE BEING TRAINED THE HORSE(S) SHALL BE IN THE CUSTODY OF THE TRAINER. OWNER HAS INSPECTED THE TRAINER'S PREMISES AND/OR HAS IN SOME OTHER WAY SATISFIED HIMSELF THAT THE CONDITIONS OF THE PREMISES AND THE FACILITIES WILL PROVIDE AN ADEQUATE AND REASONABLE LEVEL OF SAFETY FOR OWNER'S HORSE(S). OWNER FURTHER UNDERSTANDS THAT THE TRAINING OF A HORSE INVOLVES THE PLACING OF ABOVE NORMAL STRESSES ON THE HORSE BOTH PHYSICALLY AND MENTALLY AND THAT THE TRAINER IS IN NO WAY RESPONSIBLE FOR THE RESULTS OF THE REASONABLE LEVELS OF STRESS WHICH COULD POTENTIALLY CAUSE INJURY, ILLNESS AND/OR LOSS OF HORSE(S) BY DEATH. OWNER FURTHER AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES, INJURIES, LOSS OF LIFE CAUSED BY OR TO THE ANIMALS WHILE IN THE CONTROL OF THE OWNER, OWNER'S FAMILY MEMBERS, INVITEES OR OTHER HANDLERS OR AGENTS APPOINTED BY THEM, AND ALSO FOR ANY ACTS OF THE HORSE(S) CAUSED BY VICES OR DANGEROUS BEHAVIOR NOT DISCLOSED TO THE TRAINER BY OWNER. OWNER IS ALSO RESPONSIBLE FOR ACCIDENTS, INJURIES, AND LOSS OF LIFE SUSTAINED BY OWNER, OWNER'S FAMILY MEMBERS, INVITEES AND AGENTS CAUSED BY OR IN RELATION TO THE OWNER'S HORSE(S).

P. RELEASE OF LIABILITY - IN CONSIDERATION OF TRAINER UNDERTAKING THE TRAINING AND INCIDENTAL SERVICES UNDER THE TERMS SET FORTH HEREIN. I, THE UNDERSIGNED OWNER, DO AGREE TO HOLD HARMLESS AND RELEASE THE TRAINER, TRAINER'S OWNERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ASSIGNS, MEMBERS, PREMISES OWNERS, AFFILIATED ORGANIZATIONS, AND INSURERS, AND OTHERS ACTING ON TRAINER'S BEHALF, (HEREINAFTER, COLLECTIVELY REFERRED TO AS "ASSOCIATES"), OF ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LEGAL LIABILITY, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, DUE TO TRAINER'S AND/OR TRAINER'S ASSOCIATES ORDINARY NEGLIGENCE; AND I DO FURTHER AGREE THAT EXCEPT IN THE EVENT OF THE TRAINER'S GROSS NEGLIGENCE AND WILLFUL AND WANTON MISCONDUCT, I SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND CAUSES OF ACTION, AGAINST THE TRAINER AND TRAINER'S ASSOCIATES AS STATED ABOVE IN THIS CLAUSE, FOR ANY ECONOMIC AND NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE, AND INJURY TO THE ANIMALS, AND/OR BY ME AND/OR MY MINOR CHILD OR LEGAL WARD, IN RELATION TO THE PREMISES AND OPERATIONS OF THE TRAINER.

Q. RIGHT OF LIEN- THE OWNER IS GIVEN NOTICE THAT TRAINER HAS A RIGHT OF LIEN AS SET FORTH IN THE LAWS OF THIS STATE, FOR THE AMOUNT DUE FOR THE BOARD AND

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KEEP OF SUCH HORSE(S), AND ALSO FOR STORAGE AND SERVICES, AND SHALL HAVE THE RIGHT, WITHOUT PROCESS OF LAW, TO RETAIN SAID HORSE(S) AND OTHER PROPERTY UNTIL THE AMOUNT OF SAID INDEBTEDNESS IS DISCHARGED. HOWEVER, TRAINER WILL NOT BE OBLIGATED TO RETAIN AND/OR MAINTAIN THE HORSE(S) IN QUESTION IN THE EVENT THE AMOUNT OF THE BILL EXCEEDS THE ANTICIPATED UNREGISTERED VALUE OF THE HORSE(S). IN THE EVENT TRAINER EXERCISES TRAINER'S 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 TRAINER'S REPRESENTATIVES SETTING FORTH THE MATERIAL FACTS OF THE DEFAULT AND FORECLOSURE AS WELL AS TRAINER'S COMPLIANCE WITH FORECLOSURE PROCEDURES AS REQUIRED BY LAW. IN THE EVENT COLLECTION OF THIS ACCOUNT IS TURNED OVER TO AN ATTORNEY, OWNER AGREES TO PAY ALL ATTORNEY'S FEES, COSTS, AND OTHER RELATED EXPENSES FOR WHICH A MINIMUM CHARGE OF \$1000.00 WILL BE ASSESSED.

R. OWNER RIGHT OF TERMINATION - UPON 7 (SEVEN) DAYS WRITTEN NOTICE TO THE TRAINER, THE OWNER MAY TERMINATE THIS AGREEMENT FOR ANY REASON. IF OWNER IS UNABLE TO GIVE 7 (SEVEN) DAYS WRITTEN NOTICE, 7 (SEVEN) DAYS OF FEES WILL STILL BE APPLIED. TRAINER SHALL BE PAID FOR ALL FEES INCURRED UP TO THE TERMINATION DATE. AFTER ALL FEES HAVE BEEN PAID IN FULL THIS AGREEMENT IS CONCLUDED.

S. LIMITATION OF ACTIONS. ANY ACTION OR CLAIM BROUGHT BY OWNER AGAINST TRAINER FOR BREACH OF THIS CONTRACT OR FOR LOSS DUE TO NEGLIGENCE MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE SUCH CLAIM OR LOSS OCCURS.

T. ADDITIONAL AGREEMENTS - ADDITIONAL AGREEMENTS SHOULD BE LISTED HERE, AND BE INDIVIDUALLY INITIALED BY EACH PARTY.
IF NONE, CHECK HERE _____

U. AGREEMENT SCOPE AND TERRITORY - THIS AGREEMENT SHALL BE LEGALLY BINDING UPON THE TRAINER AND THE OWNER AND OWNER'S PARENTS OR LEGAL GUARDIANS, SHOULD OWNER BE A MINOR, WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS ENTERED INTO IN THE STATE AND COUNTY OF DOMICILE OF THE TRAINER AND WILL BE INTERPRETED AND ENFORCED UNDER THE LAWS OF THIS STATE. ANY DISPUTES BY THE OWNER SHALL BE LITIGATED IN AND VENUE SHALL BE THE COUNTY IN WHICH THIS STABLE IS PHYSICALLY LOCATED. IF ANY CLAUSE, PHRASES OR WORD IS IN CONFLICT WITH STATE LAW THEN THAT SINGLE PART IS NULL AND VOID AND THE OTHER PORTIONS HEREOF SHALL BE DEEMED IN FULL FORCE AND EFFECT.

V. ENTIRE AGREEMENT - THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO OTHER AGREEMENTS, PROMISES, OR REPRESENTATIONS, VERBAL OR IMPLIED, ARE INCLUDED HEREIN UNLESS SPECIFICALLY STATED IN THIS WRITTEN AGREEMENT. THIS CONTRACT IS MADE AND ENTERED INTO IN THE STATE OF TRAINER'S STABLE, AND SHALL BE ENFORCED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF SAID STATE.

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ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF OWNER #1 _____ DATE: _____

SIGNATURE OF OWNER #2 _____ DATE: _____

SIGNATURE OF TRAINER _____ DATE: _____

OWNER'S NAME(S) _____

OWNER'S DAYTIME PHONE _____

OWNER'S ADDRESS _____

OWNER'S EVENING PHONE _____

OWNER'S CELL PHONE _____

OWNER'S EMAIL _____

PLEASE LIST NAME AND PHONE NUMBER OF VETERINARIAN, FARRIER, AND OTHER IMPORTANT PEOPLE YOU WOULD LIKE US TO CONTACT FOR NON-EMERGENCY VISITS.

TACK AND EQUIPMENT INVENTORY THAT IS STORED ON THE PREMISES OF TRAINER:

