



Eagle Mountain Ranch LLC

Training Agreement

This agreement is entered into on _____, 20____, between Eagle Mountain Ranch (“Trainer”), and _____ (“Owner”/”Lessee”) who hereby acknowledges and represents that he/she is the lawful owner/lessee of the horse known as _____, registered with the _____ per Registration Number(s) _____.

1. Purpose: Owner/Lessee wishes to retrain the services of the Trainer/Assistants to board, train and condition the Owner/Lessee’s horse. Training shall consist of training, conditioning, exercising, administering basic care of Owner/Lessee’s horse, and at the Trainer/Assistants discretion, instructing Owner/Lessee about effective riding techniques where appropriate. Full training includes 2 lessons per week at no additional charge. It is agreed that the type of training and conditioning to be provided by Trainer and Assistants (please speak with head trainer regarding which assistants will work your horse), shall be as agreed upon between Owner/Lessee and Trainer.

_____ Owner/Lessee Initials

2. Compensation: Owner/Lessee agrees to pay Trainer:

- a. \$_____ per month for training services. Our training is for performance shows as well as pleasure. We are gone to shows during the season Feb.-Oct. Dates of shows will be posted prior to the season. You are still responsible for the full training payment, regardless how long the Trainer(s) are absent. Trainer(s) will have their Assistants work with all training horses in an event they are absent. Lessons will still be available with assistants upon request or made up before or after absence.

_____ Owner/Lessee Initials

- b. If the Owner/Lessee’s horse is on layup, due to injury or any other cause, charges shall be at the rate of \$_____ per month. Basic care includes administering basic medications (bute, adequan, icing boots), grooming, clipping, bathing, tail, and hand walk once a day. Additional fees that may be charged under the terms of the contract (per specific agreement between Owner/Lessee and Trainer) include but are not limited to supplies, medications, game ready machine and any care over once a day the horse may require. If additional services are requested, the Owner/Lessee’s signature is required stating so.

_____ Owner/Lessee Initials

- c. Such amount shall be due and payable by Owner/Lessee on or before the 10th day of each month in which services are to be provided. Any amounts which are not paid by the 10th day of the month shall incur a \$50 late charge. Monthly training fees shall be subject to increase at the sole discretion of Trainer, so long as Owner/Lessee is given thirty (30) days advance notice.

_____ Owner/Lessee Initials

3. Default and Lien: Owner/Lessee shall be in default under the terms of this agreement if all amounts due to Trainer are not paid as of the thirtieth (30th) day of such month (“Date of Default”). Pursuant to Washington law, a Trainer’s lien shall attach to Owner/Lessee’s horse in favor of Trainer as of the Date of Default. (RCW 60.56). Trainer shall be authorized to retain possession of Owner/Lessee’s horse until amounts due by Owner/Lessee, with interest, are paid. Within one hundred and eighty (180) days of the attachment of Trainer’s lien, it is agreed that Trainer may enforce such lien according to Washington’s Lien statute (RCW 60.56) and the laws of the state of Washington.

_____ Owner/Lessee Initials

4. Veterinary Care/Horse Shoeing: Trainer shall notify Owner/Lessee of any injury or illness to their horse as soon as it is practical after the problem is discovered. Trainer may, at his/her discretion, arrange for veterinary or alternative equine health care by qualified practitioners for Owner/Lessee’s horse. Owner/Lessee agrees to pay on a timely basis, all such expenses. Trainer may administer medications to Owner/Lessee’s horse. Owner/Lessee waives all potential claims and agrees to indemnify and hold Trainer harmless if, as a result of Trainer’s administration of medication, Owner/Lessee’s horse dies or is injured. Owner/Lessee shall be responsible for paying to have his/her horse shod by a farrier agreed upon between Owner/Lessee and trainer.

_____ Owner/Lessee Initials

5. Riding Gear and Tack: Owner/Lessee acknowledges that he/she is hereby advised by Trainer 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/Lessee further acknowledges that he/she is hereby advised by Trainer 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. Trainer agrees to advise owner/lessee on the use of reasonable tack and equipment for his/her horse. Owner/Lessee bears sole responsibility for his/her ultimate choice of tack and equipment, and for the security of such items. Trainer shall not be liable for Owner/Lessee’s loss of tack or equipment.

_____ Owner/Lessee Initials

6. Liability for Personal Property: Owner/Lessee has been advised by Trainer of the dangers inherent to all person who ride, or work around horses, animals, or other livestock. Hereafter, and for valuable consideration, owner/lessee agrees to release, discharge, and hold Trainer 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/Lessee, or Owner/Lessee's guests, family members or all tack and equipment.

_____ Owner/Lessee Initials

7. Liability for Horse or Property Damage: Owner/Lessee acknowledges that trainer has advised him/her that it is possibly that injury may occur to owner/lessee's horse within the context of training and exercise provided by Trainer. Owner/Lessee agrees to release, discharge and hold trainer harmless from any damages arising out of injuries suffered to Owner/Lessee's horse while such horse is/are under Trainer's control. Trainer shall not be liable for injuries or damages arising out of the boarding, feeding or care provided for Owner/Lessee's horse, including loss caused by fire, theft, running away, or other injury, except where such loss is solely due to the intentional and wrongful act(s) of the Trainer.

_____ Owner/Lessee Initials

8. Insurance: Trainer shall not be required to obtain liability insurance which provides coverage for Owner/Lessee, Owner/Lessee's horse or Owner/Lessee's tack and equipment while same are on Trainer's premises. If Owner/Lessee desires such insurance coverage, it shall be his or her independent responsibility to obtain it.

_____ Owner/Lessee Initials

9. Termination: Trainer and owner/lessee 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 Trainer at the time of such termination shall be paid as of the date of termination. If owner/lessee's fees due and owing to Trainer at the time of termination are not paid, the lien provisions at paragraph 3 shall apply. Notice of Termination or lien actions under the agreement shall be deemed to have been received by Owner/Lessee so long as Trainer mails same by regular mail to Owner/Lessee's address as listed below.

_____ Owner/Lessee Initials

10. Terms Binding on Heirs and Successors: All terms and conditions of this agreement shall be binding on the heirs, administrators, successors, and assigns of owner/lessee and Trainer.

_____ Owner/Lessee Initials

11. Merger Clause/Attorney's Fees: Trainer and Owner/Lessee 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 Trainer and owner. Legal actions which may be required to enforce any aspect of this agreement shall occur under Washington law in Snohomish County, Washington District or Superior Court. Notice or 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/Lessee. 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.

_____ Owner/Lessee Initials

Signed this _____ day of _____, 20 _____

Eagle Mountain Ranch Arabians
805 Lakewood Road
Arlington, WA 98223 360-654-9994
eaglemountainranch@yahoo.com

Head Trainers: Kim McLaughlin-Esquivel and Alberto Esquivel

By: _____
Signature of EMR Agent

Owner/Lessee(s): _____
Printed Name

Signature

Address

Telephone

E-mail _____

Credit Card Authorization Form- Services & Show Entries

This form is used to authorize Eagle Mountain Ranch to charge your credit card for Services & Show Entries:

Credit Card Information

Credit Card type: _____ Amex _____ Discover _____ MasterCard _____ VISA

Card number: _____ Expiration Date: _____

Card Security Value: _____ (See back of card for 3- or 4-digit number on signature strip or for AMEX on front above last digits)

Name on Card: _____

Credit Card Billing Address (where you receive your credit card statements):

Street: _____

City: _____ State: _____ Zip Code: _____ Country: _____

AUTOMATIC PAYMENTS: I would like to automatically pay for my Eagle Mtn Ranch Services each month with this credit card. Payments made directly to Eagle Mountain Ranch with Credit Card are subject to a 3% service charge. (No Service charges will apply if paying entries directly to a horse show association)

Please automatically charge my credit card on the _____ day of each month. (Before the 10th)

Please Initial _____ Services ONLY _____ Show Entries ONLY _____ Services & Entries
(Visa or MC)

Email Receipt to: _____

Special Instructions: _____

Authorization

In addition, if I have initialed the automatic payment section above, I authorize Eagle Mtn Ranch to charge my card during the first week of each month for all fees due that month for the services I have contracted to, until I notify them otherwise in writing. I understand that the fees due will include the

regular monthly fees for that month and may include additional fees from the previous month. I also understand that if I have initialed the show entries section, I will be charged for each show entered that accepts credit cards unless told otherwise prior to entries due.

I agree to pay the above credit card charges in accordance with the Card Issuer Agreement.

Cardholder Signature: _____ Date: _____