



(805) 674-9002
CURRIE_B_2000@YAHOO.COM

Training Agreement

THIS TRAINING AGREEMENT (THE "AGREEMENT") MADE THIS _____ DAY OF _____, 20____, BY AND BETWEEN
: _____, HEREIN AFTER REFERRED TO "OWNER", AND CURRIE BAILEY
AND CB PERFORMANCE HORSES, HEREIN REFERRED TO AS "TRAINER."

WITNESSED THAT OWNER OWNS THE BELOW DESCRIBED HORSE(S) AND COVENANTS WITH TRAINER TO TRAIN SAID HORSE(S) FOR THE PURPOSE AND UNDER THE TERMS HERETO AGREED AS FOLLOWS:

1. DESCRIPTON OF HORSE AND DELIVERY ~ Owner agrees to arrange transportation to CB Performance Horses at 2995 South River Rd. Templeton, California, on or about

_____.

At Owners expense, the following described horses(s):

NAME	AGE	COLOR	SEX	BREED	REGISTRATION OR TATTOO #
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1. _____

2. _____

3. _____

2. TERMS OF PAYMENT ~ Owner shall pay a fee of \$_____ per month, for the service of: _____.

Additional services _____, at the cost of \$_____ per month.

(a) Each payment to be due an payable by the tenth of each month.

(b) Payment not received by the tenth of the month shall incur interest at 10% annum for the number of days past the tenth. In addition, payment not received by the fifteenth of the month is subject to a \$15.00 penalty charge over and above the monthly bill.

3. ADDITIONAL EXPENSES ~ Owner shall be responsible for all costs directly related to this

agreement, including but not limited to transportation, veterinary bills, entry fees, grooming fees and necessary special equipment. All additional expenses are due and payable on the tenth of the month as provided by Section 2.

4 TRAINER RESPONSIBILITIES ~

(a) Trainer shall fulfill the duties in a manner consistent with good show practices in this County of San Luis Obispo, in the State of California.

(b) trainer shall pay all expenses according to Sections 2 and 3, sending Owner an accounting each month. In the event Trainer is not reimbursed on time, Trainer is authorized to deduct said payments from any other sources available to Trainer.

(c) Trainer shall obtain all necessary veterinary and farrier services, and as agent may authorize direct billing. Any extraordinary care over and beyond normal and regular maintenance requires prior written approval by Owner, unless involving the most immediate emergency treatment.

5. SHOWING ~

(a) Owner will be responsible for all costs of showing according to Section 3.

(b) Owner's horse(s) shall be shown in the name of

With _____

As Owner, and Currie Bailey as Trainer

(c) Any prize money won by Owner's horse while under this agreement is an agreement between the Owner and show committees, and will not be paid by Trainer.

6. LAY-UPS ~If said horse(s) is out of training for over five days consecutively, Owner shall pay the cost of board at twelve dollars (\$12) per day, plus incidental expenses as required. Owner will be notified within five days if horse is taken out of training.

7. TERM AND TERMINATION ~

(a) The term of this agreement shall be on a month to month basis. Either party may terminate agreement given thirty days written notice, provided a final accounting by the Trainer is presented and all payments have been made by Owner prior to taking possession of said horse(s).

(b) Upon termination, Trainer shall have a lien on said horses(s) under California Law for all unpaid charges on account. Payment must be made in full before said Horse(s) is released, unless Trainer consents in writing.

8. INSURANCE ~

(a) Owner shall bear all risk of loss from death of, or any harm to said horse(s).

(b) trainer does not agree to carry insurance protecting Owner against any losses and it is suggested

that individual equine mortality, specified perils and major medical insurance be purchased by Owner to guard against unforeseen loss of said Horses(s) due to illness, injury or death of same.

9. INDEMNIFICATION ~ Owner agrees to indemnify trainer against all liability or claims, demands, and cost for or arising out of this agreement.

10. BINDING EFFECT ~

(a) The parties hereto agree that this agreement shall be binding on their respective heirs, successors and assigns.

(b) Failure of either party to abide by and perform any and all other covenants, conditions, and obligations, of this agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorney fees and court costs related to such breach.

(c) In all respects, this agreement shall be construed in accordance with, and governed by the laws of the state of California.

(d) this agreement contains the final and entire agreement between parties and neither they nor their agents shall be bound by any other terms conditions, or representatives unless amended to the agreement and initialed by both parties hereto.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN

OWNER'S SIGNATURE

TRAINER'S SIGNATURE

ADDRESS

ADDRESS

TELEPHONE

TELEPHONE