

Lori Deutchman
4057 Via Opata
Palos Verdes Estates, CA
90274

TRAINING SERVICES CONTRACT

1. PARTIES. THIS AGREEMENT is made this _____ day of _____ year _____
By and between Lori Deutchman (herein known after as "Trainer") and:

Name (herein known after as "Client")

Address City State Zip code

Residence Phone Cell Phone Work Phone

2. HORSE. This Agreement pertains to the client's horse in training and or conditioning

Name of Horse

3. OWNERSHIP. Client (mark one) ☐ owns 100% of horse* ☐ leases horse from*
* If Client does not own 100% of the horse or is leasing the horse. Please provide the names, addresses and phone numbers of all owners of the Horses:

If Client does not have full ownership of the horse, Client represents and warrants that Client has the permission of all owners of the horse to engage the services of Trainer.

4. SERVICE PROGRAM. Client agrees to pay Trainer in the amount of _____
per month, for training and / or conditioning services rendered by Trainer to the Horse

5. RISK OF LOSS/INSURANCE. Client fully understands that Trainer does not carry any type of insurance on any horses not owned by Trainer, including Client's horse, , and that all risks connected with boarding, training, riding or any other reason are to be borne by the owner. In the event a court should find the Trainer liable to Client, the horse's owner, or anyone else, and the hold harmless agreement inapplicable for death or injury to the horse, such liability shall be limited to and not exceed \$5000.00.

Client releases Trainer from all liability, damages or injuries regarding or in connection with any information given or not given to Client's insurers by including, but not limited to notifying Client's insurer(s) or obtaining insurer(s) consent for surgical or

other health related services rendered or to be rendered to the Horse, which shall remain Client's responsibility.

6. VETERINARY CARE. Veterinary care will be provided to the Horse by a licensed veterinarian as decided in Client's sole judgment, including but not limited to emergency treatment or surgery without notice to Client. Trainer will make every reasonable effort to contact and inform Client prior to any treatment being rendered. Trainer shall assume that Client desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Trainer is instructed herein by Client of said horse(s) that the horse(s) is/are not surgical candidates. Client agrees to notify Trainer of any and all changes of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Client in the event of an emergency. Trainer shall be entitled, without liability to Client, to vaccinate or test the horse or to take any actions to comply with health requirements or advice of any governmental body, office or agency. Client shall pay for all veterinary care provided the Horse by or on behalf of Trainer.

7. VACCINATION & FARRIER. All Horses must have a current vaccination and Farrier record which must be provided to Trainer. Any vaccinations or farrier work needed will be billed directly to the Client by veterinarian and farrier.

8. LIMITATION OF LIABILITY & ASSUMPTION OF RISK

A. Client hereby releases, discharges, waives, and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever the Client has, may have or hereafter have against Trainer, owners/operators of facilities where the horse is trained, and their subsidiaries, affiliates, owners, servants, employees, representatives, contractors, agents, or successors and assigns (collectively "Released Parties"), of or for any injury, death, accident, sickness, disease, theft, or death to Client, Client's horse, Client's guests/family, and anyone else by reason of or caused by, whether in whole or in part, any alleged negligent act, omission, or conduct, or alleged breach of contract, by or of the Released Parties. Client agrees to defend, indemnify and hold harmless Released Parties from any and all claims arising out of Client's horse(s) and or training, care and any other services or acts provided by Trainer for Client.

B. Client assumes all risks of loss and damage for any injury, sickness, disease, theft or death of and to the Horse or any Client's horses. Client further agrees that no bailment is established with respect to the Horse or any of the Client's horses and that in all actions, the Client shall have the burden of proof of establishing any claim, liability, damage or loss.

C. As a condition precedent to any legal action by Client, Client shall notify Trainer in writing at least thirty (30) days in advance of initiating any legal action against the Released Parties, or any of them, regarding or concerning, in whole or in part, the Horse, any of Client's horses, Client, the Agreement or any other claim relating to the terms of this contract against the Released Parties. Within twenty (20) days of receiving such notice, Trainer or any of the Released Parties shall be entitled to require that any such action be resolved by submission to binding arbitration before the American Arbitration Association ("AAA), in accordance with the rules of the AAA. If any of the Released Parties elects binding arbitration, the Released Parties and Client to the fullest extent allowed by laws waive trial by jury or by court.

9. BILLING. Payment is due on the first of each month and is considered late as of the 10th of each month. A \$25.00 fee will be assessed on the 10th of the month if full payment for that month has not been received. An interest rate of 1.5% per month, or the highest legal rate, whichever is less, shall be charged and paid on all balances of Client unpaid for 30 days.

10. TERMINATION AND WAIVER. This Agreement may be terminated by either Trainer or Client at any time upon thirty (30) days written notice to the other, provided that in the event of a default by one party, the other party may terminate at any time upon immediate written notice. Termination shall only apply to those horse(s) specified in the termination notice and this Agreement shall continue to apply to any horse remaining in Trainer's possession after termination of this Agreement. If adequate notice is not received, Client will be responsible for the next months' training fees. No refunds.

11. CHANGE IN CONTRACT. For the courtesy of all involved any changes to this service agreement must be in writing and received at least 1 month before desired change of services to receive requested change.

THE CLIENT HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT

Client Signature

Date _____

Trainer Signature

Date _____