



Rick Gault
Training

RICK GAULT TRAINING, LLC TRAINING AND SHOWING AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as Client, whose address is _____ and Rick Gault, d/b/a Rick Gault Training, LLC, hereinafter referred to as Agent, whose address is 2703 Spencer Road, Archdale, North Carolina 27263.

Whereas, the Client has an interest in the following horse(s), and has full and unrestricted authority to execute, deliver, and perform this Agreement; and

Whereas, the Client desires to have the Agent train and show the horse(s) pursuant to the terms and conditions set forth herein;

Now therefore, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. DESCRIPTION AND DELIVERY OF HORSE(S):

<u>HORSE NAME</u>	<u>SEX</u>	<u>REGISTRATION NUMBER</u>

It shall be the responsibility of the Client, at their expense, to deliver said horse(s) to the premises of the Agent in a sound condition and free from all contagious and infectious diseases.

Upon arrival, the horse(s) shall be accompanied by a photocopy or facsimile of the registration certificate and a current health certificate confirming a negative Coggins test for Equine Infectious Anemia, taken within the past six months. It is requested that the horse(s) be vaccinated for Strangles, Tetanus, Eastern & Western Sleeping Sickness, and Rhinopneumonitis. Horses not accompanied with veterinary statement of these immunizations will be vaccinated shortly after their arrival at the expense of the Client; or if any horse is not in a healthy and sound condition, in the opinion of the Agent and/or a veterinarian, delivery of the horse(s) may be refused.

2. DUTIES OF THE AGENT: During the time that the horse(s) are under the custody of the business, Agent will:

- A. Provide board.
- B. Train and condition said horse(s).
- C. At such times and at such shows as both parties deem appropriate, show the horse(s).
- D. Schedule farrier appointments for horse(s) at Client's expense.
- E. Authorize necessary veterinary work at Client's expense, with Client being consulted on veterinary work when reasonably possible.

Any prize money won by the horse(s), as a result of Agent's efforts in showing them, shall be credited to the Client's account with Rick Gault Training, LLC. Any trophies or ribbons won by the horse(s) shall be given to the Client. Except as otherwise provided herein or in the current Rate Schedule, all training equipment shall be provided at Agent's expense.

3. FEES AND EXPENSES: Client shall be responsible for the board and training fees for said horse(s) as provided in the current Rate Schedule. All costs and expenses on behalf of the horse(s), deemed appropriate by the Agent for the horse(s)' training, showing and general welfare, are the sole responsibility of the Client, and include, but are not limited to: veterinary costs, farrier costs, clipping fees, blankets and hoods, coolers, neck wraps, show entries and stall fees, trailering fees to and from shows, show fees and charges as published by the Agent in February of each year, and other show and training related expenses. Client will furnish show tack for the horse(s), which shall meet Agent's approval.

3. PAYMENT OBLIGATION: Client agrees to pay the Agent for the board and training at the time of delivery of horse(s) for the first month. Each month thereafter, Client agrees to pay Agent the fees and expenses as billed on their monthly statement. Amounts not paid by the 30th of the month in which the monthly statement was issued are considered past due and are subject to a 1.5% monthly finance charge. If at any time, an account becomes more than 60 days past due, it shall be deemed delinquent and all training and showing shall cease until the account is brought to a current status. Board and other charges necessary to the maintenance and health of the horse(s) shall continue to accrue. Agent shall have a lien on said horse(s) for all unpaid charges under this Agreement, and said horse(s) shall not leave Agent's possession prior to payment in full. Unless otherwise indicated in a writing signed by the Client and provided to the Agent, the Client warrants that he or she owns said horse(s) and that there exists no liens or other encumbrances, express or implied, outstanding against said horse(s). The Client acknowledges that Rick Gault and/or Rick Gault Training, LLC has a right of lien pursuant to North Carolina law for all charges and expenses of keeping said horse(s). The Client acknowledges that Rick Gault and/or Rick Gault Training, LLC has the right to retain said horse(s) until the amount of such indebtedness is discharged or to otherwise proceed to sell said horse(s) in the manner provided by law.

In the event that Rick Gault or Rick Gault Training, LLC commences action against the Client for the Client's default or breach of this Agreement, or to collect on a delinquent account, the Client shall pay any and all reasonable attorney fees and/or court costs incurred by Rick Gault and/or Rick Gault Training, LLC in connection with such action.

5. DURATION AND TERMINATION OF AGREEMENT: The Client may remove the horse(s) from Agent's custody at any time provided that the Client gives five (5) days notice in advance of removing the horse(s) to enable Agent to make available staff and assistants to aide in departure of horse(s), and further provided that the Client, on or before removing said horse(s), pays in full all charges due under this Agreement. If at any time while the horse(s) are in custody of Agent, the horse(s) contract a contagious or infectious disease, or Agent determines that for other reasons the horse(s) should be removed from Agent's place of business, or if Client breaches its obligations hereunder, the Client shall immediately pay all charges due to Agent and remove the horse(s) from Rick Gault Training, LLC. Agent shall have the right to require, prior to the removal of the horse(s) from the custody of Rick Gault Training, LLC that the horse(s) receive, at Client's expense, a veterinary certificate of health.

6. LIABILITY AND INDEMNIFICATION: The Client agrees to indemnify and hold harmless Rick Gault, Rick Gault Training, LLC, the Agent, and any agents, servants, or employees of either of them:

- A. for any sickness, disease, injury, estray, theft, or death which may be incurred by any horse(s) and any and all other cause of action whatsoever arising out of or in any way connected with the training, showing, boarding, or trailering of said horse(s);
- B. for any personal injury, disability, or death incurred by the Client, Client's family members, or any individual accompanying the Client while on the premises of Rick Gault Training, LLC;
- C. for any damage to or loss of property incurred by the Client, Client's family members, or any individual accompanying the Client while on the premises of Rick Gault Training, LLC;
- D. for any injury to said horse(s) while in the Agent's care and custody where the Client is not the legal owner of said horse(s) and where any claim, demand, or cause of action is brought by the legal owner(s) of said horse(s); and
- E. for any personal injury, disability, or death incurred by any third persons, or for any damage to or loss of property incurred by any third persons, caused by the Client's horse(s) while said horse(s) are in the Agent's care and custody.

This release of liability includes any and all negligence and/or fault of any kind or type on the part of Rick Gault, Rick Gault Training, LLC, the Agent, or the agents, servants, or employees of either of them. Client agrees that said persons shall not be liable for any special, incidental, or consequential damages arising from the activities covered by this Agreement. In no event shall the aggregate liabilities of said persons for any claims, demands, or causes of action arising under this Agreement or related to the duties to be performed hereunder exceed the amount of fees paid by the Client.

7. NOTICE OF NORTH CAROLINA'S EQUINE ACTIVITY LIABILITY LAW:

WARNING

UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS IN EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES.

A number of inherent risks are associated with any equine activity. An equine animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting.

The equine animal may act unpredictably to conditions including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The equine animal may also react in a dangerous manner when conditions or treatment may be hazardous to the animal's welfare, when a collision occurs with an object or other animal, or when a participant fails to exercise reasonable care, take adequate precautions, or use adequate and reasonable control consistent with the participant's abilities, when engaging in an equine activity.

8. INSURANCE: Client acknowledges that Agent carries no insurance of any type whatsoever with respect to said horse(s). The Client further acknowledges that if protection against insurable risks is desired, Client must obtain such coverage at Client's own sole expense.

9. VETERINARIAN SERVICES: Agent shall have the right to have a qualified veterinarian perform such services, at Client's expense, as the Agent and veterinarian may consider necessary for the proper care and treatment of said horse(s).

10. FARRIER SERVICES: Agent shall have the right to have qualified farriers perform such services, at Client's expense, based upon the welfare and performance needs of said horse(s) and the areas of expertise of particular farriers. Client will be billed through Rick Gault Training, LLC, for such services.

11. PAYMENT OF SHOW FEES: The planned seasonal Show Schedule is published in February of each year. Payments due for shows will be billed on the monthly statement prior to each show date. The Show fees, Hauling fees, prorated Common Area fees and Entry fees for each show are due prior to departure for that particular show. Any adjustments to show costs, because of actual expenses as opposed to projected expenses, will be reflected in the monthly statement following each show.

12. TRANSPORTATION: Agent shall have the right to trailer, or select a third party to trailer, the horse(s) to and from shows, and to board the horse(s) with third parties when traveling to and from shows and while at shows. Neither said third parties, the Agent, or Rick Gault Training, LLC, shall be liable for any sickness, disease, estray, theft, death, or injury while the horse(s) are being transported or under the care of said third parties.

13. SALES SERVICES: Agent will be Client's agent for any sale made while the horse(s) are with Rick Gault Training, LLC. Agent will be paid a fee by Client equal to 15% of the sale price, due and payable upon execution of the sale. Horse(s) shall not leave the premises or possession of Rick Gault Training, LLC until said sales fee is paid in full.

14. NO PERSONAL CONTRACT: As used in this Agreement, "Agent" means any or all of the class of persons consisting of Rick Gault d/b/a Rick Gault Training, LLC and his agents, servants, and employees. This Agreement is not to be construed as a personal service contract between the Client and Rick Gault personally unless otherwise clearly indicated in Section 14 herein.

