



Double HH Ranch
PO Box 243
Whitt, TX 76490
940-325-6304

Training Agreement

This Professional Equine Training Agreement is made between **Ralph T. Hull DBA Double HH Ranch** ("Trainer"),
1003 Lamkin Rd (street address),
Mineral Wells (city), Texas (state), 76067 (zip)
and _____ (name),
of _____ (street address),
_____ (city), _____ (state), _____ (zip) ("Client")
as of _____, 20____.

1. Horse to be Trained. This agreement will apply to the following horse ("Horse"):

Registered name of your horse: _____

Check one: Stallion Gelding Mare

Color and markings: _____ Year foaled: _____

Breed, breed registry and reg. no: _____

Tattoos, brands or other identifying marks: _____

Horse's current fair market value (as estimated by Client): \$ _____

2. Client's Warranty of Horse Ownership. Client warrants that except for the following limitations, Client is the sole lawful and registered owner of Horse and has unlimited rights to care, custody and sale of Horse. Please list limitations on ownership (lease, spouse with community property rights, horse purchased on installments, previous seller with right of first refusal, etc.): _____

3. Training Services. Trainer currently offers the following training programs. Prior to beginning training, Trainer will meet with Client to discuss Client's goals for Horse and then develop a training program designed to work toward such goals. Trainer will continue to discuss the training program with Client from time to time and will make adjustments as indicated throughout the Training Period (as defined in Section 11.1).

3.1.1. Full Training. For \$ _____ per month or \$ _____ per day, Trainer or Trainer's agent or employee will ride or otherwise condition Horse _____ times per week for the purpose of training Horse in furtherance of Client's goals, Horse's health and soundness permitting.

3.1.2. Partial Training. For \$ _____ per month or \$ _____ per day, Trainer or Trainer's agent or employee will ride or condition Horse _____ times per week for the purpose of training Horse in furtherance of Client's goals, Horse's health and soundness permitting.

3.1.3. Trainer Offers No Warranty. Client understands that Trainer offers no guarantee or warranty of any kind regarding Trainer's services. In particular, Client understands that while Trainer will develop a training program for Horse designed to meet Client's goals; Trainer can offer no guarantee that Client's goals will be met within the time period that Client would like, or at all.

3.1.4. Client's Role in Training Program. Client understands that Trainer's training program is designed to be interactive and inclusive of Client. Client agrees that Client's role in training Horse is essential and accordingly, Client agrees to diligently follow all of Trainer's instructions and during the Training Period (check as applicable):
Take at least _____ lesson(s) from Trainer per month.
Observe Trainer working Horse at least _____ time(s) per month.

Ride or otherwise work with Horse on Client's own time at least _____ time(s) per month.

Compete in the following competition(s): _____

Other: _____

4. Location of Horse During Training. During the Training Period (check as applicable):

Client will keep Horse at Client's facility and trailer to Trainer's facility for training.

Horse will be kept at Trainer's facility.

Horse will be kept at the following facility and (check as applicable):

Board is included in the cost of training.

Board is at the cost shown on Attachment A.

Client is responsible for contracting separately with the following boarding facility and paying such boarding facility directly for board.

_____ (name of barn),

_____ (street address),

_____ (city), _____ (state), _____ (zip)

_____ (telephone number)

5. Competitions. From time to time during the Training Period, Trainer may recommend that Horse compete in certain competitions. If Trainer will not be present, Trainer must pre-approve any competitions that Client plans to attend with Horse.

5.1. Competition Entry and Other Fees. For each competition that Trainer or Trainer's agent or employee attends with Horse during the Training Period, Client agrees to pay fees to Trainer as listed in Attachment A and no less than _____ days prior to Horse's departure for the relevant competition (check as applicable):

Client must provide Trainer with an "open check" - e.g., a personal check drawn upon Client's account and signed by Client that is made out to the relevant show secretary (or to Trainer) with the amount left blank. Trainer will use such check to pay all competition entry fees, stall fees, drug fees and other fees applicable to Horse in connection with the competition. If Client's check is returned for insufficient funds or otherwise not honored, Client will be responsible for any fees that the competition administrator may impose. Following the competition, Trainer will promptly advise Client of the final amount of the check and upon Client's request, provide Client with an itemized accounting of expenses. For all expenses not included in Client's check, Trainer will provide Client with an itemized invoice and Client must pay such invoice within seven (7) days of receipt.

Client must promptly reimburse Trainer for all stall fees, entry fees, drug fees and other fees incurred by Trainer in connection with the competition. Following the competition, Trainer will provide Client with an itemized invoice for competition expenses and Client must pay such invoice within seven (7) days of receipt.

6. Additional Services. At Client's request, Trainer may perform additional services as set forth in Attachment A, and Client agrees to pay for such additional services.

7. Payment Terms.

7.1. Payment Due Dates. Training payments are due in advance and in full every month by the first day of the month. Training payments paid by the first of the month will apply to the days in that month. For example, fees paid by June 1 will apply to training fees for the month of June. Fees for additional services as set forth in Section 6 and for competitions as set forth in Section 5.1 are due within 7 days of Client's receipt of an invoice from Trainer.

7.2. Late Payments. If Trainer does not receive Client's training payment by the first day of the applicable month, Trainer will consider the payment late. If Client's check is returned for insufficient funds or Trainer does not receive it by the first of the month, Trainer will consider the payment late. Trainer will consider payment late for additional services and competition fees if Client does not pay Trainer in full within 7 days after Client receives the bill.

7.3. Penalty for Late Payments. If Trainer determines that any of Client's payments is late as specified in Section 7.2, Client will owe Trainer a late fee of \$ 35.00 for each late payment (or, if lower, such amount permitted by law).

7.4. Penalty for Dishonored Payment Instruments. If any payment instrument issued by Client to Trainer is dishonored for any reason, Client must immediately pay Trainer cash in the amount of the payment instrument, plus any bank charges that Trainer may incur as a result of the dishonored payment instrument.

7.5. Trainer's Lien on Horse. Client understands and agrees that Trainer has a general lien on Horse for amounts due to Trainer under this agreement. Accordingly, pursuant to Section 11.5, Client may not remove Horse from Trainer's facility until all amounts due under this agreement are paid in full.

8. Client's Responsibilities for Horse Health.

At our facility, we take equine health very seriously. As a result, we require all horses in our care to adhere to certain vaccination and parasite control schedules.

8.1 Initial Vaccination Requirements. Before bringing Horse to Trainer's facility, Client must provide Trainer with proof that Horse has received the vaccinations set forth on Attachment B.

8.2 Ongoing Vaccination Requirements. If Trainer is not responsible for routine veterinary care as set forth in Section 8.4, Client must promptly provide Trainer with proof that Client has met the ongoing vaccination requirements set forth in Attachment B with respect to Horse. If Client does not provide Trainer with proof of vaccination, Trainer may, at Trainer's discretion, arrange to have a veterinarian vaccinate Horse and Client will be responsible for all veterinary costs, including the fees set forth on Attachment A.

8.3 De-Worming. Trainer observes the de-worming schedule specified in Attachment B. If Trainer is responsible for routine veterinary care as set forth in Section 8.4, Trainer will arrange for Horse to be de-wormed in accordance with Attachment B, and Client agrees to be responsible for all associated charges, including the fees set forth on Attachment A. If Client is responsible for routine veterinary care as set forth in Section 8.4, Client agrees to de-worm Horse in accordance with the schedule set forth in Attachment B and/or as Client's veterinarian may advise.

8.4. Routine Veterinary Care. During the Training Period (check as applicable):

Trainer will arrange for all routine veterinary care for Horse and Client will be responsible for all resulting charges.

Client will arrange and pay for all routine veterinary care.

8.5. Farrier Care. During the Training Period (check as applicable):

Trainer will arrange for farrier care for Horse and Client will be responsible for all resulting charges.

Client will arrange and pay for all farrier care. If Trainer reasonably believes that emergency farrier care is required, such as putting a thrown shoe back on, Trainer may perform such emergency farrier care, and Client agrees to hold Trainer harmless for such actions.

8.6. Urgent Veterinary Care. If, in Trainer's sole and absolute discretion, Horse appears to require urgent veterinary care while in Trainer's care, Trainer will contact Client at the telephone numbers in Section 13.2. If Trainer is unable to reach Client promptly, Trainer may, in his or her sole and absolute discretion, have any veterinarian administer veterinary care to Horse. If Trainer is unable to reach a veterinarian or reasonably believes that emergency first aid is required for Horse, Trainer may administer such care to Horse and Client agrees to hold Trainer harmless for such actions. If Trainer cannot reach Client, and veterinary care is administered to Horse, Client agrees to pay for such veterinary care. Client understands and agrees that in certain instances, appropriate veterinary care may include euthanasia. If Client does not want Horse to receive certain types of veterinary care, including euthanasia, or veterinary care beyond a certain dollar limit, Client must notify Trainer of such limitations in advance and in writing in Attachment C.

9. Insurance. Trainer highly recommends that Client obtain mortality, major medical and loss of use insurance on Horse. Obtaining and maintaining such insurance is Client's sole responsibility. It is also Client's sole responsibility to seek any pre-authorizations for treatment required by Client's insurer(s) and to otherwise provide any information or documentation that Client's insurer(s) may require. Further, Client shall be solely responsible for managing any claims submitted to Client's insurer(s), including the submission of information and documentation necessary or advisable for Client's insurer(s) to process such claims.

10. Property Damage. Client agrees that Client will pay for any damage to Trainer's property caused by Client or Horse, except for damage that is normal wear and tear.

11. Term and Termination of Agreement.

11.1. Term. Client and Trainer agree that the Training Period will be:

Month-to-month, beginning on _____, 20____

OR

For a fixed term, beginning on _____, 20____ and ending on _____, 20____

11.2. Extension of Term. At any time, Client and Trainer may mutually agree to extend the Training Period.

11.3. Termination for Any Reason. Client and Trainer each have the right to terminate this agreement prior to the end of the Training Period for any reason. Except as specified in Section 11.4, the party terminating the agreement must provide 30 days' written notice to the other party.

11.4. Termination for Cause. Client understands and agrees that if Trainer determines, in his or her sole discretion, that Client has materially breached this agreement, Trainer may terminate this agreement for cause upon seven (7) days' written notice to Client. Examples of material breach include, but are not limited to, breach of Sections 2, 3.1.4, or 7. Client also understands and agrees that personality match and other subjective factors are important to a horse training relationship. Likewise, Client understands that safety is a paramount concern. Therefore, if Trainer determines at any time, in his or her sole discretion, that Horse poses a danger to Client, Trainer or others, Trainer may terminate the agreement upon seven (7) days' written notice to Client.

11.5. Removal of Horse Upon Termination. Client understands and agrees that all amounts due to Trainer under this agreement must be paid in full before Client will be permitted to remove Horse from Trainer's facility. If, on the 60th day after the termination date of this Agreement, Horse is still in Trainer's possession, Horse will automatically become the property of Trainer and Client agrees to forfeit Client's interest in Horse, regardless of

Horse's value. Accordingly, Trainer may sell, transfer, give away or otherwise dispose of Horse without further notice to or permission from Client, and Trainer may retain any and all proceeds to apply against amounts owing to Trainer from Client and as compensation for administering the sale, transfer, donation or disposition of Horse. Client agrees to take such steps as may be necessary to transfer title to Horse to Trainer, including execution of breed registry transfer forms and delivery of original registration papers to Trainer. Client agrees that Trainer has no obligation to notify Client of the Horse's presence at Trainer's facility, or otherwise notify Client before Horse becomes the property of Trainer. Any notifications from Client to Trainer will have no effect on the operation of this Section 11.5 unless Trainer agrees to any modifications in accordance with Section 15. To the extent that any law or regulation may provide for rights and duties beyond those set forth in this Section 11.5, the parties agree to waive such rights and duties and agree that this Section 11.5 will control.

11.6. Removal of Client's Personal Property upon Termination. Client must remove all of Client's personal property from Trainer's possession upon termination of this Agreement. Items remaining in Trainer's possession following termination of this Agreement will be subject to a storage fee as set forth in Attachment A. On the 60th day after the termination date of this Agreement, all personal property of Client remaining in Trainer's possession will automatically become the property of Trainer and Client agrees to forfeit Client's interests in such property, regardless of the value of such property. Accordingly, Trainer may sell, transfer, give away or otherwise dispose of such property without further notice to or permission from Client, and Trainer may retain any and all proceeds to apply against amounts owing to Trainer from Client and as compensation for administering the sale, transfer, donation or disposition of such property. Client agrees to take such steps as may be necessary to transfer title to such personal property to Trainer. Client agrees that Trainer has no obligation to notify Client of the presence of Client's personal property at Trainer's facility, or otherwise notify Client before such personal property becomes the property of Trainer. Any notifications from Client to Trainer will have no effect on the operation of this Section 11.6 unless Trainer agrees to any modifications in accordance with Section 15. To the extent that any law or regulation may provide for rights and duties beyond those set forth in this Section 11.6, the parties agree to waive such rights and duties and agree that this Section 11.6 will control.

11.7. Costs Incurred Following Termination. If Horse remains at Trainer's facility following termination, Client understands that although Trainer will discontinue training Horse, Client will continue to incur boarding fees as set forth in Attachment A, as well as any expenses incurred pursuant to Section 8. All such fees and expenses must be paid in full before Client will be permitted to remove Horse from Trainer's facility. Similarly, all personal property of Client remaining at Trainer's facility following termination of this Agreement will continue to incur storage fees as set forth in Attachment A, and all such fees must be paid in full prior to Client taking possession of such personal property

12. Client's Assumption of Risks, Agreement to Hold Trainer Harmless and Indemnification Agreement.

12.1. Risk of Loss of or Injury to Horse during Training. Client understands that keeping Horse at any training facility, including Trainer's facility, is inherently risky. For example, in common areas, such as arenas, tie racks and wash racks, other horses could bite, kick, run into or otherwise injure Horse. Horse may lose weight and suffer muscle strain or other stress- or labor-induced injuries. Horse may be allergic to feed or bedding materials and it may catch diseases or other contagious conditions from other horses. Farm machinery, traffic or other hazards may spook Horse. Horse may become cast or otherwise become injured in stalls, paddocks and pastures. In wet or cold weather, Trainer's facility, including paddocks, round pens and arenas, may become muddy or slippery, injuring Horse. Trainer's facility may contain defects. For example, footing at Trainer's facility, including round pen, paddock and arena footing can contain holes, rocks, uneven portions or otherwise be unpredictable. As at any training facility, there is always a risk of fire or theft. Each horse is an individual and accordingly, Horse may react unexpectedly to Trainer's training methods, causing injury to or loss of Horse. Client understands and expressly assumes all risks of putting Horse in training, including the risk that Trainer and Trainer's owners, officers, directors, shareholders, employees, contractors or agents (collectively, the "Trainer Parties") may be negligent. Accordingly, Client agrees to hold the Trainer Parties harmless for loss of or injury to Horse.

12.2. Risk of Loss or Damage to Client's Property. Client understands that keeping personal property, such as tack, equipment, feed, automobiles or horse trailers, at an training facility, including Trainer's facility, is inherently risky. For example, property may be damaged or stolen by other clients, rodents and other wild animals, horses, weather conditions, earthquakes or fire. Client understands and expressly assumes all risks of keeping personal property at Trainer's facility, including the risk that the Trainer Parties may be negligent. Accordingly, Client agrees to hold the Trainer Parties harmless for loss of or damage to Client's property. Client **understands** and agrees that Client is solely responsible for safeguarding and insuring Client's own property.

12.3. Risk of Loss or of Injury to Horse during Hauling. Client understands that transporting horses is inherently dangerous and expressly assumes the risks associated with having the Trainer Parties haul Horse. In particular, during loading or unloading, Horse may fall, rear up, bolt or otherwise become injured or die. During hauling, Horse may fall down, rear up or otherwise become injured or die. The Trainer Parties' trailer, hitch or hauling vehicle equipment may malfunction or fail, causing injury or death to Horse. Other horses in or near the Trainer Parties' trailer may cause injury or death to Horse. The Trainer Parties may be involved in a motor vehicle accident while hauling Horse, and Horse may become injured or die as a result. Client expressly assumes all risks of having the Trainer Parties haul Horse, including the risk that the Trainer Parties may be negligent. Accordingly, Client not to sue the

Trainer Parties or otherwise make a claim against the Trainer Parties in connection with any injury or death associated with the Trainer Parties hauling Horse.

12.4. Risk of Injury or Death to Client. Client understands that horse-related activities, even under the supervision of an equine professional, are inherently dangerous and expressly assumes the risks associated with handling, caring for and riding horses at Trainer's facility and otherwise pursuant to this agreement. Client understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Client or others. Trainer's facility may contain defects. For example, footing at Trainer's facility, including round pen, paddock and arena footing can contain holes, rocks, uneven portions or otherwise be unpredictable. Client expressly assumes all risks of engaging in horse-related activities pursuant to this Agreement, including the risk that the Trainer Parties may be negligent. Accordingly, Client agrees upon behalf of him- or herself, his or her heirs, guardians and legal representatives, not to sue the Trainer Parties or otherwise make a claim against such parties in connection with any injury or death occurring in connection with this Agreement.

12.5. Safety Attire. Trainer highly recommends that Client wear the following safety attire while riding: heeled boots, gloves, long sleeves and long pants. Should Client fail to wear such items while riding, Client agrees to assume the increased risk of injury resulting from such failure.

12.6. Waiver of Unknown Claims. Client understands that Client's state laws or regulations may contain provisions designed to prevent Client from waiving claims that are unknown to Client at the time Client agrees to a waiver of claims. Client agrees to waive all rights that Client might otherwise have under such laws or regulations.

12.7 Client's Indemnification Agreement. Client agrees to defend, indemnify and hold the Trainer Parties harmless against all claims, demands, and causes of action, including costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for Client's benefit or the benefit of Client's heirs, guardians or assigns, or brought by others against the Trainer Parties in connection with Horse, or any action or inaction taken by Client, Client's guests, family members, agents, employees or contractors.

13. Contact Information and Notices.

13.1 Form of Notice. Notices given pursuant to this agreement must be in writing to the addresses below and delivered via a method that provides evidence of receipt, such as Federal Express. Email shall not be considered effective notice unless acknowledged by the receiving party.

13.2. Notice to Trainer. Notice to Trainer must be sent to:

Name: **Ralph Hull**

Ranch name: **Double HH Ranch**

Street address: **PO Box 243**

City: **Whitt** State: **Texas** Zip: **76490**

Telephone number: (**940**) **325-6304**

Alternate telephone number: (**817**) **458-2745 – Ralph** or (**940**) **452-6178 - Maureen**

Fax number: (**940**) **325-6419**

Email address: **horses@doublehhranch.com**

13.3. Notice to Client. Notice to Client must be sent to:

Name: _____

Street address: _____

City: _____ State: _____ Zip: _____

Telephone number: () _____

Alternate telephone number: () _____

Fax number: () _____

Email address: _____

13.4. Client's Veterinarian.

Name: _____

Name of Practice: _____

Street address: _____

City: _____ State: _____ Zip: _____

Telephone number: () _____

13.5. Client's Farrier.

Name: _____

Street address: _____

City: _____ State: _____ Zip: _____

Telephone number: () _____

13.6. Client's Emergency Contact.

Name: _____

Street address: _____

City: _____ State: _____ Zip: _____

Telephone number: () _____

Alternate telephone number: () _____

Fax number: () _____

Relationship to Client (e.g., spouse): _____

14. Assignment or Transfer. No party may assign or transfer this agreement without the prior written consent of the other parties.

15. Entire Agreement. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.

16. Governing Law and Venue. This agreement shall be governed by the laws of _____ (state).

The parties hereby agree that any legal action under the Agreement must be brought in _____ County, _____ (state).

17. Attorneys' Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this Section 17, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

18. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Trainer: _____	Client: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Date: _____
Date: _____	

Training Service Items Cost

Handling Horse for veterinary, dental, farrier and other appointments

with equine service providers (per appointment) \$ 25.00

Commission on sale of Horse (on total sale price) 10 %

De-worming, per paste treatment \$ 10.00

Storage fee for personal property left in Trainer's possession after termination, per day \$ _____

Show Related Fees

Hauling (per mile) \$.35

Day care fee (per day) \$ 25.00

Other (please specify): _____ \$ _____

Other (please specify): _____ \$ _____

Other (please specify): _____ \$ _____

Other (please specify): _____ \$ _____

Initial Vaccination Requirements

Horse must have received the following vaccinations within the last year:

Tetanus Eastern Encephalomyelitis (EEE) Western Equine Encephalomyelitis (WEE)

Rabies Other (please specify): _____

Horse must have received the following vaccinations within the last six months:

Influenza Rhinopneumonitis Strangles West Nile

Other (please specify): _____

Ongoing Vaccination Requirements

Horse must receive the following vaccinations each year:

Tetanus Eastern Encephalomyelitis (EEE) Western Equine Encephalomyelitis (WEE)

Rabies

Other (please specify): _____

Horse must receive the following vaccinations every six months:

Influenza Rhinopneumonitis Strangles West Nile

Other (please specify): _____

Other vaccinations. From time to time, Trainer may change the vaccination requirements contained in this Agreement and will notify Client in writing of such changes. Upon notice from Trainer, Client agrees to abide by all vaccination requirement changes.

Parasite Control Requirements

Trainer observes the following de-worming regimen: Winter – Fenbendazole, Spring – Ivermectin, Moxidectin, Summer Pyrantel pamoate then Fenbendazole, Fall – Ivermectin, Moxidectin then Pyrantel pamoate

The following veterinary care/procedure(s) are NOT authorized by Client (check as applicable):

Euthanasia (putting Horse to sleep)

Surgery of any kind

Veterinary care >\$200

Veterinary care >\$500

Veterinary care >\$750

Veterinary care >\$1,000

Veterinary care >\$2,000

Other. Please specify: _____

Client:

Signature: _____

Name (printed): _____

Date: _____