

Horse Training Agreement and Liability Release
Cuyama Colt Company
Wil and Melissa Bernhardt
2130 Wasioja Rd. P.O. Box 117
New Cuyama, CA 93254
Phone: 530.640.0360

By this agreement, made and entered this _____ day of _____, year of 200__, by and between (client name) _____ who resides _____

Phone number: Home _____
Work _____ Cellular/Pager _____,

E-mail address: _____ herein after referred to as "owner" and Wil/Melissa Bernhardt, who resides at the above address, herein after referred to as "trainer".

IT IS HEREBY AGREED TO AS FOLLOWS:

1. Trainer shall undertake the training of owner's horse described as follows. A copy of the horses registration papers must be submitted to trainer and remain on file while said horse is in training.

Horse's Name: _____

ID# _____

Breed: _____

Color: _____ Sex: S M G

DOB: _____

Specific Description: _____

2. That in the event that the trainer is responsible for the board and care of the horse, the owner shall also sign and complete the Horse Boarding Agreement and Liability Release Form and which it shall be incorporated herein by reference.
3. That all periodic farrier work on the horse shall be contracted through Cuyama Colt Company and payment will be the responsibility of the owner and reimbursement made to Cuyama Colt Company.
4. That during the time that the horse shall be in training the horse shall be in the custody of the trainer. Trainer will exercise reasonable care for the protection of the horse. Owner agrees further that they understand that the training of the horse involves placing of above normal stresses on the horses both physically and mentally and that the trainer is in no way responsible for the results of the reasonable levels of stress which could potentially cause injury, illness and or loss of the horse by death.
5. All routine and preventative veterinary, chiropractic, dental, acuscope and bioscan therapy expenses shall be assumed by owner and will be at the discretion of the trainer.
6. For and in consideration of the training of the horse on the part of the trainer, owner agrees to pay the sums listed under Customer Price List, listed on the bottom of this contract. (The customer price list is subject to change without

notice.) The sums are to be paid prior to training. Monthly statements shall be mailed on the 1st of the month prior for the services herein provided. Such statements shall be due and payable upon presentation. Statements not paid by the 10th of the month will be subject to a finance charge of the lesser of 1.5% per month or the maximum rate allowed by law. Before any horse is released from Cuyama Colt Company all charges/fees, including but not limited to veterinary expenses, board, chiropractic, equine dentist, farrier, etc., must be paid in full. Failure to pay said charges may result in the horse being sold in accordance with the livestock service lien law (California Civil Code, Section 3080, et seq).

7. It is understood that all horses are fed specific supplements as seen fit by trainer and that owner will be responsible of payment of such supplements which is above the cost of training and board.
8. The owner agrees that the trainer shall not be liable for damages to horse(s) of any cause whatsoever including, but not limited to, accidents, injuries, disease, loss of life, theft, running away, etc. The trainer is not responsible for any injuries, death, or accidents to the said horse(s), the trainer, or other's property while being transported. The owner further agrees they shall be solely responsible at all times for any and all acts of the animal including but not limited to damage to the trainers property, and claims or injuries of loss of life that may be sustained by owner, his family, invitees, and agents or any other persons of their property.
9. Transportation and travel fees will be assessed when your horse is hauled off the ranch for any reason whatsoever. If owner chooses to transport the said horse to functions or events, the owner will still be responsible for the cost of transporting. If the trainer so chooses to take the said horse off the property for training elsewhere and/or daywork it is at the trainers cost and the owner's responsibility.
10. This agreement is entered into the state of California and will be interpreted and enforced under the laws of this state. The owner is to sign this contract and it will be binding by both parties, subject to the above terms and conditions. Owner has read the customer price list below and agrees to any and all charges.
11. If emergency care is needed, the trainer will exhaust all contacts to get in touch with the owner, but in the event that the owner is unreachable, Cuyama Colt Company has the right to seek emergency care (veterinarian, farrier, etc) for said horse(s). The owner is responsible for all accrued charges relating to this care. Cuyama Colt Company is authorized as an owner's agent to arrange billing for the owner.

Horse Owner Signature: _____ Date: _____

Approved By: _____ Date: _____

Training	\$700	per Month
Training - Weanlings	\$250	per Month
Lessons – Cattle	\$100	per Month
Transportation/Travel	\$.48	Cents per Mile