

TRAINING AGREEMENT FOR DAN KEEN HORSEMANSHIP

419 CR 413, Spicewood Tx 78669

(3 pages)

***Please be sure to read the entire agreement. If you are not comfortable with it, please do not leave your horse. Be sure to sign and date the bottom of the last page. Thank You!

PLEASE FILL OUT ALL FIELDS BELOW:

Horse Name: _____

Horse Name: _____

Date of Arrival: _____

Owner and/or Trainer Name: _____

Address: _____

Cell Number: _____

E-mail Address: _____

This AGREEMENT by and between DAN T. KEEN. "TRAINER" and _____ (OWNER OF HORSE) is for the training services of "OWNER" or person responsible for horse referenced in this agreement. HORSE NAME: _____

UPON DELIVERY OF HORSE(S), OWNER must present a copy of negative coggins and first months payment. (no refunds for early pick up). OWNER agrees that the training services will be for a term of 30 days for the total amount of \$1,800.00 (pasture) \$2,100.00 (stall) STALLIONS are an additional fee of \$300 (PLEASE CIRCLE PREFERENCE) (prorate extra days) will include feed, training and board, all incidentals will be an extra charge (are subject to change without notice). Please be mindful that the trainer will take the liberty to haul horse to different locations for exposure AND care for horses feet/worming/administer medications or vet services as needed. TRAINER will house OWNERS (according to owner's boarding preference) where TRAINER sees fit according to the behavior, mind, and diet of each horse and their needs. Absolutely NO drop in's, but appointments only (due to the tight training schedules and routine of all horses in training).

Monthly billing cycles occur and FULL payment is due on or before each month and final payment is due before horses departure. Forfeiting your horse after 3 months of nonpayment to TRAINER could occur if you are not making any effort to pay your bill. A 10% service fee of the total bill to be added at time of pickup. Venmo, cash, e-check or check are accepted.

Under Texas Civil Practice And Remedies Code Title 4 (CHAPTER 87) as well as HORSE OWNER agrees that TRAINER, PROPERTY OWNER and TRAINERS EMPLOYEES or AFFILIATES shall NOT be held responsible for injuries or death to OWNER or OWNER'S family/friends/trainer/representatives and OWNER'S HORSE(s), including all health problems, all accidents, loss due to theft or death, etc. that might occur while in TRAINER'S custody and therefore OWNER will assume ALL inherent risk. This agreement covers release of liability of TRAINER, PROPERTY OWNER and TRAINER EMPLOYEES or AFFILIATES from death or any/all injuries that may occur to OWNER, OWNERS HORSE and/or OWNERS FAMILY/REPRESENTATIVES whatsoever at, all while in TRAINERS custody. Everyone 18 years of age and younger are required to wear a helmet and those over the age of 18 are recommended to wear one, otherwise OWNER will take full responsibility, including all financial risk, for any/all decisions pertaining to the helmet requirements. If horse is set back in training due to injury, you will be charged a board rate of \$30 per day plus managing injury fees (see below)

In the event of an accident or injury to horse(s), OWNER gives TRAINER permission to contact TRAINER'S veterinarian to provide medical services at OWNERS expense. TRAINER, PROPERTY OWNER and anyone representing TRAINER will use best judgement in the event of an emergency and will not be held accountable financially whatsoever at all. OWNER will respect decisions made in accordance and will be held accountable for slanderous and/or negative remarks made publicly regarding incident, thus possibly incurring charges of slander in a court of law. Video taping is strictly prohibited, unless written consent is provided by TRAINER, and video will not be permissible in a court of law. OWNER agrees to indemnify and hold TRAINER and/or PROPERTY OWNER harmless and defend for any damages caused by OWNER'S horse or OWNER to property or any other man/women/person(s) and for any indirect or consequential damages that may occur as a result.

In the event a dispute shall arise between the parties related to OWNER/OWNERS HORSE or anyone representing or accompanying OWNER hereby agrees to resolve before taking legal action, and if the two parties cannot agree, the dispute shall refer to original and organic constitution (of 1787 as amended in 1791 with the bill of rights) "for" The United States of America in which to resolve. If conflict cannot be resolved, OWNER shall fund council/attorney of TRAINER, PROPERTY OWNER and/or their REPRESENTATIVES (defendants choosing) and all court costs until a resolution is met by all. For OWNERS convenience, my contract and pricing are subject to change, updated frequently and viewable on my website. If you are having trouble viewing

changes or have inquiries, please reach out to TRAINER via text or email for an updated copy.

TRAINER requests OWNER NOT leave equipment and tack while horse(s) in training. Blankets during cooler months and supplements ARE permissible for additional fees and can be picked up by OWNER.

ADDITIONAL FEES: Bute/Banamine-\$20 (dose), Administering supplements/medications-\$100 (month), Bandaging-\$30 (per time), Blanketing-\$75 (month), Worming-\$30, Shoeing (inquire for price), Visitation-\$50, Hourly Lesson-\$200

FIELD TRIPS: additional \$35 per outing to take your horse to other facilities for further training/exposure. Average 2-4 times a month

PLEASE NOTE * Horses are put through a vigorous training program and may lose weight as progress happens. This is not a SHOW-barn, it is a horse training facility and, if you are signing this, you have significant needs pertaining to the training of your horse, which you have not been able to accomplish on your own. The "ideal" length of time for training a horse is from 3 to 9 months depending on problems or goals. Longevity of the horses training program is dependent on owners willingness to learn Dan's program and continue what Dan has designed for each horse. If a horse is picked up before 90 days there is a good chance the horse will not retain what it has learned. Training is reinforced with repetition and there are no money back guarantees and no refunds on services already rendered. If you decide to have Dan broker/sell your horse or you purchase a horse from Dan, you are in agreement of your own free will, having ample time to do your own due diligence and understand that Dan has represented the horse to the best of his knowledge and will not be held financially responsible, in any way, after the fact. Please address all concerns before purchasing or consigning your horse.

AGREED upon this _____ day of _____ (THIS AGREEMENT WILL BE EFFECTIVE FOR ANY AND ALL HORSES FROM THIS OWNER OR TRAINER(S) FROM HERE ON)

OWNER or TRAINER (person responsible for horse)

DAN T KEEN

