

TRAINING AGREEMENT FOR DAN KEEN HORSEMANSHIP

419 CR 413, Spicewood Tx 78669

(4 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 otherwise we will hold the name on the agreement accountable. Thank You!**

PLEASE FILL OUT ALL FIELDS BELOW:

Horse Name(s): _____

Date of Arrival: _____

Owner and/or Trainer Name: _____

Address: _____

Cell Number: _____

E-mail Address: _____

PARTIES AND DEFINITIONS:

“TRAINER” includes Trainer, Property Owner, facility owners, lessors, employees, contractors, agents, affiliates, heirs, volunteers, and any person acting on their behalf.

“OWNER” includes the undersigned individual and all heirs, assigns, agents, family members, guests, invitees, representatives, and any person present at OWNER’S request.

“HORSE(S)” includes any equine owned, leased, boarded, or controlled by OWNER.

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

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO OR DEATH OF A PARTICIPANT RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES. OWNER knowingly and voluntarily assumes 100% ALL RISKS, whether known or unknown, inherent or otherwise, including but not limited to: The unpredictable nature and behavior of horses; Injury, death, or damage caused by kicking, biting, bucking, rearing, running, etc.; Negligence of TRAINER; Defective tack, equipment, or facilities; Surface or subsurface conditions of land or premises; Illness, disease, lameness, injury, or death of HORSE(S); Theft, disappearance, or unauthorized use of HORSE(S); Actions or omissions of third parties; OWNER agrees these risks are assumed IN FULL, regardless of cause. OWNER hereby releases, waives and forever discharges TRAINER from any and all claims, demands, causes or action, damages, and liability of any kind, including and not limited to: personal injury or death to OWNER; property damage or loss; Vet, veterinary, or medical expenses; Consequential or incidental damages; This release expressly includes any claim whatsoever at all. OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TRAINER from any and all claims, including attorney's fees and court costs. OWNER acknowledges that anyone 18 years of age and younger are required to wear a helmet and those over that age are recommended to wear one, otherwise the OWNER will take all responsibility and financial risk for any/all decisions pertaining to the helmet requirements.

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 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 the incident, thus possibly incurring charges of slander in a court of law. Video taping has the propensity to be altered therefore is strictly prohibited, unless written consent is provided by TRAINER. Videos 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)

Upon delivery, OWNER shall provide a current negative Coggins and full payment for the first month. No refunds shall be issued for early removal of the horse. Training services are provided on a 30-day term at the rate of \$1,800 (pasture) or \$2,100 (stall). Stallions incur an additional \$300 fee. Any partial periods beyond the initial term shall be prorated. Fees include feed, training, and board. All additional services, including but

not limited to veterinary care, farrier services, medications, and other incidentals, shall be charged separately and are subject to change without prior notice. OWNER authorizes TRAINER, in his sole discretion, to transport the horse off-site for training, conditioning, or exposure purposes, and to arrange for routine and necessary care, including farrier services, deworming, administration of medications, and veterinary treatment as Trainer deems appropriate. Trainer shall house the horse in accordance with Owner's selected boarding option; however, final determination of housing, feeding, and care remains within Trainer's sole discretion based on the horse's behavior, condition, and training needs. *Unscheduled visits or drop-ins are not permitted due to the strict routine of every horse in training and require a visitation appointment.

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 could occur if you have not made any effort to pay your outstanding invoice(s). See Texas Property Code Chapter 70. Venmo, cash, e-check or check are accepted.

In the event a dispute shall arise between the parties related to OWNER/OWNERS HORSE, 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 counsel for TRAINER and all AFFILIATES (defendants choosing) including 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.

ADDITIONAL FEES: Bute/Banamine-\$30 (dose), Administering owner's supplements/medications-\$200 (month), Bandaging-\$35 (per time), Blanketing-\$75 (month), Worming-\$40, Shoeing (inquire for price), Visitation-\$50, Hourly Lesson-\$200, Field trip-35 (per outing)

OWNER acknowledges that HORSE will be subjected to a rigorous training program, which may result in fluctuations in weight, condition, and behavior. This is a training facility, NOT A SHOW BARN. OWNER affirms that the horse is being placed into training due to specific issues, deficiencies, or performance goals the OWNER has been unable to resolve independently. OWNER expressly acknowledges and agrees that TRAINER makes no representations, warranties, or guarantees, express or implied, regarding the outcome of training, the horse's future performance, condition, marketability, or suitability for any particular purpose. All training results are inherently uncertain and dependent upon multiple factors beyond TRAINER'S control, including but not limited to the horse's temperament, physical condition, and OWNER'S compliance with instructions. OWNER acknowledges that an effective training period is typically three (3) to nine (9) months. Removal of the horse prior to ninety (90) days materially increases the likelihood that the horse will not retain learned behaviors.

OWNER waives any claim for refund, reimbursement, or offset for services rendered, regardless of outcome.

IF Owner elects to have TRAINER broker, consign, or sell a horse, or if OWNER purchases a horse from TRAINER, OWNER acknowledges and agrees as follows: OWNER has had a full and fair opportunity to conduct independent due diligence, including veterinary examinations and inspections; not relying on any statement, representation, or omission by TRAINER except as expressly set forth in a written agreement signed by both parties; Any descriptions or statements made by TRAINER are based solely on TRAINER'S knowledge and experience and do not constitute warranties or guarantees; and All horses are sold "AS IS, WHERE IS," with all faults.

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

