

Bray's Training Center, Inc.
201 Peeler Bend Road – Benton AR 72019
phone 501.860.1189

Board and Training Agreement

This Agreement, is made effective the __ day of _____, by and between _____ (hereinafter referred to as "Owner") and Bray's Training Center, Inc. (hereinafter referred to as BTC, Inc.)

In consideration of the mutual covenants herein contained, it is agreed as follows:

1. Employment. Owner hereby employs BTC, Inc. and BTC, Inc. hereby accepts employment on the terms and conditions hereinafter stated to board a certain horse known as _____ and described as follows: Name: _____

Breed: _____ Sex: ____ Registration: _____ (hereinafter referred to as the "Horse"). *Additional horses – list on separate sheet attached.

2. Responsibilities of BTC, Inc. In consideration of the compensation hereinafter described, BTC, Inc. agrees to perform the following acts on behalf of Owner.

2.1 **Board.** BTC, Inc. agrees to provide normal and reasonable care to maintain the health and well being of said horse(s) in accordance with customary standards of care, custody and control. In the event medical treatment is needed, and Owner cannot be contacted, BTC, Inc. has the authority to secure emergency veterinary and/or blacksmith care. Owner is responsible to pay all costs relating to this care. BTC, Inc. is authorized as Owner's agent to arrange billing to the Owner. In the event euthanasia is required/recommended by a licensed veterinarian, BTC, Inc. is authorized to carry out such act to prevent needless suffering of the Horse whether or not Owner can be contacted.

2.2 **Conditioning and Training.** BTC, Inc. agrees, in addition to the Board services as described in Section 2.1 above, to train the Horse in one or both of the below categories as requested by Owner.

_____Halter (AND/OR) _____ Performance (OR) _____Board Only

3. Compensation of BTC, Inc. As payment for BTC, Inc.'s services rendered on behalf of Owner, BTC, Inc. will be entitled to receive a monthly Board Fee and/or a monthly Training Fee, based on the type of service provided, in an amount in accordance with the current Schedule of Fees. All rates shall be prorated daily for partial months. All charges are based on a thirty-day month. Such Board and Training Fees, along with all other fees for services provided by BTC, Inc. for Owner in accordance with the Fee Schedule, are to be paid by Owner to BTC, Inc. by the first (1st) of the month for which such service is rendered. After the tenth (10th) of the month, payments shall be considered delinquent A \$25.00 late fee will be charged for each month payments are late. A \$25.00 returned check fee will be charged for all returned checks. The Arkansas State Agister Lien Law affects all training and stabling of horses in this State.

4. Related services. Additional services, as requested by Owner and performed by BTC, Inc., such as transportation of the Horse, Showing, etc. shall be done in accordance with the nature and scope of the terms of the terms of this Agreement, and the Owner will pay for these services in accordance with the current BTC, Inc. Schedule of Fees. Additional fees may be incurred for items including, but not limited to, inoculations and medicines, Coggins testing, feed supplements, veterinary and farrier work. Any sale of said horse while in training and/or board with BTC and up to 30 days after leaving the premises, and/or marketed by BTC, shall incur a 15% commission fee payable to BTC regardless of circumstance of said sale.

5. Insurance/Risk of Loss/Indemnification. Owner agrees to hold BTC, Inc. and its agents, employees, trainers and owners harmless from any claims of injury to property, individuals, horses and third parties resulting from services rendered for the Horse on behalf of Owner. BTC, Inc. shall not be liable for any sickness, disease, theft, stray, death or injury that may be suffered by the Horse in BTC, Inc.'s custody, nor for any other loss, damages or injury arising out of or connected with the services performed by BTC, Inc. at Owner's request. Owner acknowledges that mortality, and/or insurances relating to a loss of the Horse in any way, are solely the Owner's responsibility.

WARNING: Under Arkansas law, an equine activity sponsor is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risk of equine activities.

Termination/Right of Lien

This Contract may be terminated by mutual agreement of the Parties or either party may terminate this contract by giving 30 days notice. In the event of default, the wronged party has the right to recover attorney's fees and court costs, resulting from the failure of either party to meet a material term of this agreement. BTC, Inc. has the right of lien as set forth by the State of Arkansas for the amount due for board, training and additional agreed upon services.

This agreement is subject to the laws of the State of Arkansas. If any part of this agreement is held to be unenforceable, the balance to the Agreement will nevertheless be carried to effect.

The parties have executed this agreement this ___ day of _____, _____.

Owner

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Phone: (D) _____ (E) _____

Signature _____ Date _____

Bray's Training Center, Inc.

By _____

Date _____