



Training Services Contract

1. **PARTIES.** This agreement is made this _____ day of _____, 20____ by and between Solstice Training Center LLC, whose address is 7431 Grubbs Road, Aubrey, TX 76227 (hereinafter STC) and whose contact information is phone 817-613-6288; email Wendye@solsticetc.com; website www.solsticetc.com and

Name (hereinafter "Client"): _____

Address: _____

Res. phone: _____ Cell: _____

Email: _____

2. **HORSE.** This agreement pertains to the purebred/part Arabian horse (hereinafter "Horse")

Name of Horse: _____ Registration # _____

Sire: _____ Dam: _____

Date Foaled: _____ Color: _____ Sex: _____

3. **INSURANCE.** Is the Horse insured? ___ Yes ___ No If yes,

Company _____ Policy # _____ Phone _____

Client acknowledges that STC is not obligated to carry any insurance covering the Horse and that Client is to obtain, at Clients sole cost, all insurance coverage of and concerning the Horse in amounts that Client deems appropriate, but is not obligated to obtain any such insurance. All insurance obtained by Client regarding or concerning the Horse shall contain a waiver by the insurer(s) of any right of subrogation against STC and its subsidiaries, aSTCiliates, owners, servants, employees, representatives, contractors and agents. Client releases STC from all liability, damages or injuries regarding or in connection with any information given or not given to Client's insurers by STC including, but not limited to notifying Client's insurer(s) or obtaining insurer(s) consent for surgical or other health related services rendered or to be rendered to the Horse, which shall remain Client's responsibility.

4. **SERVICE PROGRAM.** Client agrees to pay STC for all board and services rendered by STC to the Horse in accordance with the STC Fee Schedule which Client acknowledges receiving. Client further agrees to pay STC for all other services rendered by STC, and all other costs and expenses STC incurs or expends in connection with the Horse in STC's sole discretion. Client shall be responsible for all of the foregoing fees, costs and expenses' beginning with the Horse's arrival at STC until the Horse is released by STC to Client. Client agrees to any all such fees, costs and expenses before the

Horse is released by STC to Client. Client agrees that STC shall be entitled to retain possession of the Horse until all such fees, costs and expenses are paid. Client agrees that none of STC's fees, costs and expenses under this Agreement is subject to any set-off or counter claim. Client hereby contracts for the STC [] training or [] board services to be rendered at Solstice Training Center for a base fee of \$ _____ per month.

5. **VETERINARY CARE.** Veterinary care will be provided to the Horse by STC as decided in STC's sole judgment, including but not limited to emergency treatment without notice to Client. Without limiting the generality of the forgoing, STC shall be entitled, without liability to Client, to vaccinate or test the Horse or to take any actions to comply with health requirements or advice of any governmental body, office or agency. Client shall pay for all veterinary care provided the Horse by or on behalf of STC.
6. **VACCINATIONS AND TESTS.** Client warrants that the Horse will be free of all illness and diseases upon arrival at STC. On or prior to arrival at STC the Horse shall have current vaccination for Equine influenza, Rhinopneumonitis, Tetanus, West Nile, Rabies, and have tested negative for Coggins within twelve (12) months or arrival at STC and Client shall provide records of such vaccinations and tests. If upon arrival at STC, the Horse is not fully vaccinated or tested or if the Horse's records do not reflect full vaccinations or testing, STC may at its sole discretion, provide such vaccinations and tests to the Horse at Client's expense.
7. **EMPLOYMENT OF PERSONNEL.** STC will investigate, hire, pay, supervise, and discharge all personnel necessary to be employed in order to properly carry out the services as described herein. Such personnel will be contractors of STC and the Horse Owner will have no right to supervise or direct such employees and will incur no obligation or liability with respect to such employees.
8. **LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION & LEGAL ACTION.**
 - A. Client hereby releases, discharges, waives, and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever the Client has, may have or hereafter have against STC and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors, agents, or successors and assigns, (hereinafter collectively the "Released") by, of or for any injury, accident, sickness, disease, estray, theft, or death or to the Horse or any of Client's horses wherever or however the same may occur, including, but not limited to any injury, accident, sickness, disease, estray, theft, or death by reason of or caused by, whether in whole or in part, any alleged negligent or grossly negligent act, omission or conduct, or alleged breach of contract, by or of the Released.
 - B. Client assumes all risks of loss and damage for any injury, sickness, disease, estray, theft, or death of and to the Horse or any Client's horses. Client further agrees that no bailment is established with respect to the Horse or any of the Client's horses and that in all actions, the Client shall have the burden of proof of establishing any claim, liability, damage or loss.
 - C. All special, incidental, and consequential damages, including, but not limited to lost income revenue or profits, are hereby excluded, disclaimed and shall not be awarded or recovered by the client. In no event shall client's remedies exceed the amount of the fee paid for the service complained of.
 - D. The Released shall also not be liable for any personal injury or disability which Client or Client's agents, representatives, employees, invitees or family may receive while on STC's premises, which risks and liability are hereby assumed by Client. Client agrees not to sue, or bring any other legal action against the Released in connection with any claim, liability, damage or loss which is released, discharged, waived, or relinquished by Client hereunder.
 - E. Client agrees to defend, indemnify and hold the Released, and each of them, harmless from any claim, liability, damage or losses caused or contributed by, whether in whole or part, the Horse or

any of the Client's horses, including but not limited to, all expenses and attorney's fees incurred by the Released in defending all such claims. This defense, indemnity and hold harmless shall be required regardless of whether any liability, loss, cost, damage or expense is caused or contributed to in part by the Released or any of them. It is the intention of the parties here to this defense that indemnity and hold harmless does not require payment as a condition precedent to recovery by the Released or any of them.

- F. As a condition precedent to any legal action by Client, Client shall notify STC in writing at least thirty (30) days in advance of initiating any legal action against the Released, of any of them, regarding or concerning, in whole or in part, the Horse, any of Client's horses, the Agreement of any other claim against the Released. Within twenty (20) days of receiving such notice, STC or any of the Released shall be entitled to require that any such action be resolved by submission to binding arbitration before the American Arbitration Association (AAA), with such arbitration to take place in Denton County, Texas. If STC or any of the Released, elects binding arbitration, both STC, the Released and Client to the fullest extent allowed by law waives trial by a jury or by a court.
- G. Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against the Released regarding or concerning, in whole or in part, the Horse of the Client's horses, this Agreement or any other claim against the Released or any of them must be filed with a court competent subject matter jurisdiction in Denton County, Texas or the AAA (if STC or any of the Released so elects) no later than one-hundred and twenty (120) days from the date of the claimed loss or be forever barred. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorney's fees and costs, in addition to all other relief, through the including of any petition or appeals.

- 10. ACCEPTANCE. This Agreement must be signed by the Client and the General Manager of Solstice Training Center at the time of or prior to arrival of the horse at Solstice Training Center, or the horse will not be accepted.**
- 11. SALES COMMISSION.** In the event the Horse is sold while the Horse is in STC custody, or within 30 days after leaving STC custody, Client shall pay STC a commission of fifteen (15) percent of the sale price (unless the sale was under \$7,000 at 10%, or over \$25,000 at 20%), regardless of whether the sale was achieved through STC's efforts. Should another agent be involved in the sale, the commission of 15% will be payable to STC and STC shall at its sole discretion, decide disbursement of the commission. All down payments on the sale of the Horse will be made payable to STC and funds over and above commission and any monies owed to STC by Client will be disbursed promptly to Client by STC.
- 12. BILLING.** The fees of Paragraph 5 and the STC Fee Schedule are due and payable by the 10th of the month regardless of whether a bill has been sent by STC. A late fee of \$25 per horse will be assessed each month that payment is received after the 15th of the month. If Client fails to pay any amount due hereunder for more than thirty (30) days, STC may immediately accelerate all other amounts due under this Agreement and under any other agreement between Client and STC or its affiliates upon written notice to Client.
- 13. RELEASE OF THE HORSE.** Client agrees that all outstanding balances due to STC for board, training, breeding, handling, foaling, veterinary care, farrier work, and all other STC fees, charges and expenses pursuant to this Agreement shall be paid prior to STC's release of the horse (including but not limited to outstanding veterinarian bills that may be due directly to vet offices by client, or amounts due to any of STC's affiliates). The client shall make arrangements with STC for the Horse's release at least 30 days in advance. (If the Horse is being transported by a party other than STC, including to a show or otherwise,

Client agrees that the party transporting the Horse is not an agent for STC and agrees to look solely to such a person, and not to STC, for any loss or claim arising out of the transportation of the Horse.)

- 14. LIEN.** Client grants STC a lien upon and security interest in the Horse, any foal of the Horse and the registration papers of each of the foregoing to secure all obligations and amounts due under this Agreement or any other agreement between Client and STC or any of its affiliates. STC may, at any time until all amounts due hereunder are fully paid, file a photocopy of this Agreement in the county and state in which it believes any such horse or foal may be kept, or where the Client resides and when so filed, the copy shall be effective as a financing statement, as well as security agreement. **At any time Client's balance with STC is unpaid for NINETY (90) days, or the Client is otherwise in default of this Agreement or any other Agreement between Client and STC or any of its affiliates, STC may foreclose its security interest. Ten (10) days' notice shall be deemed reasonable notice of any foreclosure sale. The foreclosure sale may be held by individual horse, in bulk or in parcels, at wholesale or retail, in public or in private, and at any time and place and on any other terms selected by STC. The Horse or foal may be sold in its existing condition. Expenses incurred by STC in its sole judgment, including, but not limited to, STC's fees, the cost of transportation and preparation for sale and of the conducting the sale, reasonable attorney's fees and costs and expenses incurred by STC, and all other amounts owed to STC shall be deducted from the sale proceeds. STC shall account to Client for any surplus; however, Client shall be liable to STC for any deficiency.**
- 15. ASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Agreement without the prior written consent of STC, which may be withheld in STC's discretion. STC may assign any right or delegate any duties under this Agreement upon written notice to Client.
- 16. TERMINATION & WAIVER.** This Agreement may be terminated by either STC or Client at any time upon thirty (30) days written notice to the other, provided that in the event of a default by one party, the other party may terminate at any time upon immediate written notice. Upon the termination of this Agreement, Client shall remove the Horse in the manner provided in Paragraph 13 hereof. Termination shall apply only to those horse(s) specified in the termination notice and this Agreement shall continue to apply to any Horse remaining in STC's possession after the termination of this Agreement. NO delay or failure by STC to exercise any right or remedy under this Agreement shall be deemed a waiver of that or any other right or remedy. The termination of the Agreement shall not terminate either party's obligation to pay any fees, costs, expenses and other amounts already incurred pursuant to this Agreement.
- 17. TAXES.** Client shall pay for and shall defend, indemnify and hold STC harmless from any sales, excise, use, or similar tax relating to the Horse or any of the Client's horses, including any interest or penalty thereon.
- 18. CLIENT INFORMATION.** Client shall promptly notify STC in writing of any change in any information given by Client to STC.
- 19. ENTIRE AGREEMENT, INTERPRETATION CHOICE OF LAW, ETC.** This Agreement contains the entire understanding of the parties concerning the subject matter and supercedes any prior or contemporary agreement between the parties. This Agreement may only be modified or amended in writing stating that it is a modification or amendment of this Agreement. The parties hereto agree that they will make no claim at any time that this Agreement has been orally altered, modified or otherwise changed. This Agreement shall not be construed against STC on the basis that STC drafted the same. Headings are for convenience only and are not part of this Agreement. The

invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. This Agreement shall be construed and governed by the internal laws of the State of Texas.

- 20. **Warning - Under Texas Law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.**

- 21. **CONTRACT EXECUTION. THE CLIENT HAS READ, UNDERSTANDS AND ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT.**

Client Signature _____ Date: _____

Solstice Training Center LLC Manager _____ Date _____

2018 FEE SCHEDULE

SHOW TRAINING

Board & Training:	\$775/month
Conditioning:	\$675/month
Marketing Program:	\$700/month

*Halter/Performance Training includes: grooming, conditioning and training services.
 **Marketing Program on a limited and approved Basis only and includes photos, videos, ads plus board and partial train

SHOW FEES (excludes entries and transportation)

Class "A"	\$150/day to a max of \$450
Regional	\$200/day to a max of \$600
Region 14, E. Event	\$850
Las Vegas	\$1,000
Sporhorse Nationals	\$1,000
U.S. Nationals	\$1,250

Show fee does not include: Shavings, transportation, entry fees, tack stall expenses.

Solstice Training Center offers the following services:

- Show Training
- Evaluation
- Colt starting
- Lessons
- Sales and Marketing
- Trail Riding and Conditioning

OTHER SERVICES

Stall Board Only:	\$550/month
Pasture Board:	\$325/month
Riding Lessons (horses not in full training)	\$40/lesson
Photo Session Preparation (Professional)	\$75
Photo/Video by Solstice TC	\$150
Seller's Agent Fee (payable at time of sale)	15% of sale price
	Horses under \$7,000: 10% of sale price
	Horses over \$25,000: 20% of sale price
Body Clipping per horse	\$125
Show Clipping (for horses not in training)	\$40

Other:

- *Special supplements or upgraded feed will first be discussed and then billed to owner at cost
- *Owner to provide blankets and pay for repair if needed. If farm blankets are used, owner will be billed for repair and cleaning.
- *NSF Checks will incur a \$25 fee and future payment required via paypal, cash or Cashier's check.
- *Payments via Paypal will be subject to a 3% convenience fee (same as Paypal charges us).

Veterinary & Health Care

All veterinary, farrier, chiropractic, dental and other health care bills for your horses are your responsibility to pay. Payment is due upon receipt of invoice or late fees will apply immediately.



TERMS & CONDITIONS

Payments: All Solstice Training Center, all board, training and maintenance fees are due in advance. Invoices are Net 15 and include a due date by the 10th of each month. All payments received after the 15th of the month will be charged a \$25 late fee, which will move to \$50 after the second month. The postmark on your payment envelope serves as the proof of date payment was mailed. ***If you do not receive your invoice by 10th of the month, it is your responsibility to call Solstice Training Center so that we can give you the amount due for timely payment.***

Forms of Payment: Solstice Training Center accepts cash, checks, money orders, cashier's checks, and paypal as payment. Paypal payments incur an additional 3% fee.

Show Costs: Costs of tack rooms and other group show charges will be added together, averaged and the costs distributed evenly among all horses for each show. **Show fees, show entries and transportation** are billed in advance and must be paid in full before show departure or your horse(s) will not be taken to the show. Clients should provide their own show equipment clearly marked with the owner or farm name. Solstice Training Center is not responsible for loss, theft or damage to equipment, show clothes or other items of a personal nature.

Additional Monthly Fees/Charges: All veterinary, health care, farrier, vet follow-up visits, emergencies, cleaning and repair of blankets, supplements, medications as well as other like services are invoiced as separate charges from board and training.

Delinquent Accounts: Clients over thirty days delinquent in paying accounts in full may have their horse(s) withdrawn from shows until payment is made, and may, at the sole discretion of Solstice Training Center, be withdrawn from monthly training and put on maintenance board until the account is remedied.

Release of Horses: All of your account charges must be paid in full before your horse(s) will be released from Solstice Training Center or any show. Solstice Training Center requires a 30-day written notice prior to the release of your horse. All fees must be paid in advance enough for your check to clear or payment made by credit card.

Sales and Marketing: Marketing expenses such as website advertising fees, video and photos done by Solstice Training Center will be done as part of the monthly training/marketing fees - **provided** the horse will stay for a minimum of 90 days (unless sold within that time frame). If the horse leaves before the end of 90 days, these expenses will be billed to the client at cost or at advertised rates. Horses in the Marketing specific program that are not sold within 90 days, will have the sales commission waived. It is the owners responsibility to be absolutely forthcoming to Solstice Training Center with all of the horses previous training, quirks and health issues.

Solstice Training Center Appreciates Having You as Our Client!

I have been advised of and provided a copy of Solstice Training Center's Fee Schedule and Terms and Conditions. I agree to comply with these documents while my horse(s) is in the care of Solstice Training Center. Please keep a copy of these documents for yourself and return a signed and dated copy to Solstice Training Center. Thank you very much!

Printed Client Name

Client Signature

Date