

FREIHEIT PERFORMANCE HORSES TRAINING CONTRACT

This Agreement, made as of this ____ day of _____, 20____, between Dustin Freiheit, DUSTIN FREIHEIT PERFORMANCE HORSES **collectively defined throughout this document as** Dustin Freiheit, immediate family, heirs and representatives, other principals, trainers, employees, contractors, volunteers, members, agents and assigns (“Trainer”) AND the person executing this document (hereinafter referred to as “Owner” or “Participant”). Participant and Participant’s parent if under 18 years of age must review and sign to confirm their understanding and agreement.

It is the plan and intention of the Owner to place this horse into training and Trainer agrees to accept the horse into training.

1. **Identification.** Identified on Information Sheet, attached separately and incorporated by reference.

2. **Term and Fees.** Owner shall pay the Trainer for professional services as described below the fee of \$ _____ per month commencing on _____, 20____, and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party submitted by or before the first of the month.

3. **Billing.** All fees for training and other incidental services are due each month, prior to training. Please see Capall Stable, LLC Equine Boarding Agreement, attached separately and incorporated by reference.

4. **Veterinarian, Shoeing and Related Services.** Owner agrees that Trainer may make recommendations, advise and may consult with providers regarding issues affecting performance of the horse such as the veterinarian, farrier and other equine performance related services included but not limited to dental, massage, chiropractic as necessary beyond ordinary and necessary care. All expenses shall be paid by Owner. Owner agrees to provide Trainer with all health records regarding the horse. Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable.

5. **Training of Horse.** The Trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. Trainer shall furnish all labor, provide suitable facilities and care for horse in an adequate manner with feed being determined

by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

6. **Showing of Horse.** Unless specifically advised by the Owner not to exhibit said horse, Trainer shall, at Trainer's discretion, have the horse shown at the horse shows of his/her choice. Trainer shall provide any necessary transportation to and from said show at the rate of \$1.10 per mile, plus \$95 per day with the minimum charge per show being \$500. In the event professional horse transportation services are utilized, Owner agrees to pay all said applicable charges. Owner shall pay for all entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including all lay-up charges in transit. This consists of an allocation of the horse Owner's prorated expenses for all horses being shown by Trainer at the time said expenses were incurred to reimburse Trainer for Trainer's and Trainer's employee's expenses, cost of grooms, and related expenditures incurred while away from the Farm. Owner shall receive all trophies and ribbons. Owner shall receive all money earnings. Prior to the disbursement of any winnings, any outstanding fees or expenses may be deducted by Trainer.

7. **Replacing Horse in Training.** It is hereby agreed that in the event of the death of the horse, sale of the horse, or if the horse becomes unfit to train, Trainer has the option of accepting another horse, in accordance with this condition set forth herein within (7) days; or, in alternative, terminating this agreement upon payment of all expenses and fees.

8. **Sale of Horse in Training.** Trainer may participate and assist in the lease or sale of horse in training. A separate agreement for the sale may include a related fee for those services.

OWNER:

**Dustin Freiheit Performance Horses:
by Dustin Freiheit or Sarah Anderson**

Signed: _____

Signed: _____

Name: _____
(printed)

Name: _____
(printed)

PARENT OF OWNER:

Signed: _____

Name: _____

(printed)