



TNT Quarter Horses, LLC

Teddy and Tarrin Warren

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Rehab, Training and Boarding Contract

This agreement is made between TNT Quarter Horses LLC, hereinafter referred to as “farm and/or trainer”, and _____, hereinafter referred to as “Owner”.

1. Billing terms: All bills are sent on or around the 15th of the month and due on the first of the month following receipt of the bill. Late charge of \$50 plus an additional 18% interest on balances over 10 days old. NSF fee of \$30 on all returned checks. \$200 non-refundable deposit must be paid at contract signing. The remaining balance for first month of training is due when horse arrives at the facility for training. These payments will be applied to the first month’s bill. These are cash prices. For fee-based platforms (PayPal) please add \$5 for every \$100 increment. Contract and deposit are required before a horse is placed on the schedule lineup.

2. Fees:

- a.** Training: \$1200 per month. There is a 3-month minimum commitment for training. Most training horses remain in training for 3 – 5 months. Rehab is a minimum of 4-month commitment. Most rehab horses are in rehab for 4- 6 months.
- b.** Board: \$500 per month pasture board \$750 a month stall board (trainer’s discretion). A waterproof blanket must accompany horse if requested by trainer when horse is in training during winter and spring.
- c.** Feed: included in board. Mineral supplement, ExcelEq (as needed. Vitamin E/Omega supplement), magnesium (if needed), timothy, alfalfa and coastal forages. Additional fees for horses requiring additional feed or supplements will be billed to the owner. ***** If more than 20lbs of hay per day is required there will be additional charges. If square bales of hay reach prices over \$12 per bale or round bales over \$150 per 5x6 bale, an additional fee will be charged based on the horse’s actual consumption. *****
- d.** Veterinary Expenses: All veterinary fees for any reason are the responsibility of the owner. Owner holds farm harmless for injury, illness or death of horse.
- e.** Up to one body work session (up to \$90 in value) included per month based on need of the horse. Additional sessions or costs will be billed to the owner.
- f.** Misc Fees: Owner is responsible for all fees relating to horse for any reason.
- g.** Farrier: Owner is responsible for all fees. (Basic trim minimum \$80. Additional needs will require additional fees. 4 – 5-week trim intervals while in training)
- h.** Trailering: quotes as needed. Minimum fee is \$175 for 60-mile radius. Owner assumes all responsibilities associated with trailering horses including stress, injury, death and agrees to hold trainer/farm harmless.

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- i. Lessons: Four lessons per month are included in the training fee. Lessons must be used prior to the horse leaving the trainer's premises. Additional lessons will be billed to the owner.

3. Health Requirements

- a. The owner warrants that said horse is free from contagious diseases and infections and has not been exposed to any contagious diseases and infections for at least two weeks prior to boarding. The owner agrees to pay for a veterinary certificate, showing such freedom from disease or infection if requested by the farm.
- b. A photocopy of a negative coggins test for mare (not required for foal if nursing), a vaccination, and deworming record must accompany horse to the farm or pay any fees associated with the farm obtaining these records and or tests. Farm reserves the right to refuse any horse that does not have required documentation when requested by farm. Horses must have received a flu/rhino, sleeping sickness, tetanus, rabies, strangles vaccines within 12months of arrival. Vaccine alternatives / waivers must be approved by farm.
- c. Regular maintenance will be performed at the owner's expense while the horse is on the premises of TNT Quarter Horses, LLC (i.e., vaccinations, farrier services, dental, etc.).
- d. Deworming is included in the board fee.
- e. Proof of dental float, for training horses over 12 months of age, within the previous ten months must be provided. If dentistry can't be proved or has not been completed within ten months prior to horse arriving at the farm, dentistry will be scheduled with the farm's dentist at the owner's expense. (Base fee for float \$200). A horse can't move correctly if the jaw is restricted due to poor alignment of the teeth.
- f. Emergency Care: Owner will be notified in the event of an emergency. If the owner cannot be reached, the owner gives trainer/farm authorizations to take reasonable measures and determined by a veterinarian to preserve life and health of the owner's horse until owner can be reached. The trainer will use Texas Equine Hospital (979-778-2529). The owner agrees to set up an account with this veterinary facility while the horse is in training.
- g. Veterinary Care: Trainer will use Texas Equine Hospital (979-778-2529). The owner agrees to set up an account with this veterinary facility while the horse is in training.

4. Liability and Indemnification

For the purpose of this contract, **ANY PERSON** on the premises of TNT Quarter Horses, LLC, associated with TNT Quarter Horses LLC on or off the premises of TNT Quarter Horses, LLC is **REGARDED AS A PARTICIPANT**. Owner agrees to indemnify and hold farm, or any person associated with farm harmless for any loss, injury, death, illness, and or accident including consequential damages to the horse. Owner understands the dangers associated with training and care of horses and takes full responsibility for injury, illness, or death and agrees to hold farm harmless. TNT Quarter Horses, LLC holds no insurance for death or injury to boarded horses and owner assumes all responsibility for death or injury of horse. All participants enter the property at their own risk. The owner shall bear all risk of loss from the death or any harm to said horse or participants caused by said horse on or off the premises of TNT Quarter Horses, LLC. **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.** The owner of said horse takes full responsibility for informing any persons which they bring to the premises of TNT Quarter Horses, LLC of the

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dangers associated with being an equine participant, including but not limited to death, at TNT Quarter Horses, LLC and with any persons or animals associated with TNT Quarter Horses, LLC. TNT Quarter Horses, LLC take no responsibility for any injuries, or any damage the owner's horse causes to participants or participant properties while on or off the premises or in the care of the farm. TNT Quarter Horses, LLC is not responsible for any injuries or any illnesses, including death, to said horse while in the care or on or off the premises of the farm. All participants agree and realize the severity of injuries and damages caused by animals including but not limited to death, paralysis, head injuries, broken bones, etc. and agree TNT Quarter Horses, LLC is not to be held responsible for said injuries and damages. TNT Quarter Horses, LLC or anyone associated with TNT Quarter Horses, LLC shall not be held responsible for death, injury, illness, accident, fire, or theft of horse and equipment. **All participants under 18 riding at TNT Quarter Horses, LLC are required to wear protective headgear when mounted. All riders working over jumps must wear protective headgear. Riders over 18 may choose not to wear protective headgear, though it is strongly recommended by TNT Quarter Horses, LLC all riders should wear protective headgear for their safety. If the rider chooses not to wear protective headgear, they assume all responsibility for injuries and damage caused from the lack of protective headgear and can in no way hold TNT Quarter Horses, LLC responsible for these injuries.**

There are no warranties or guarantees expressed or implied. The trainer makes no guarantees that the results of training will be favorable. Every horse is different and learns at their own speed. The trainer agrees to keep the owner informed through phone, electronic correspondence, or letter at least every two weeks on the horse's progress.

5. Right of Lien

The owner understands the Agister Lien Law and hereby grants a lien to the farm for all unpaid charges as according to the laws of 1993, Chapter 53, Agister Law. The farm has the right of lien for all unpaid charges and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. If the bill from the trainer is not paid in full within 3 weeks of the due date or payment arrangements have not been made, farm may sell said horse to recoup all fees owed. All paperwork must be surrendered for said horse (i.e., registration papers). The owner is responsible for any costs associated with selling said horse and additional costs incurred while said horse is the care of the farm.

6. Termination

Either party may terminate this agreement. In the event of a default the wronged party has the right to recover attorney's fees and court costs, resulting from this failure of either party to meet the material terms of this agreement.

All accounts must be paid in full before the horse leaves the property of the trainer. There are no refunds for early departure, days gone to horse events, etc. Contract has a minimum commitment. There are no refunds on unused training if the owner pulls the horse from training early. All bills must be paid in full before the horse is removed from the premises of the farm.

7. Governing Law

The parties acknowledge that this agreement is made within the state of Texas and shall be construed and enforced under the law of the State of Texas.

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8. Entire Agreement

This constitutes the entire agreement between the parties. Any modifications or additions MUST be in writing and signed and/or initialed by both parties to this agreement. The owner has read the attached rules, regulations, and maintenance requirements and agrees to them.

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|-------------------|--|
| Owner Signature | |
| Date | |
| Trainer Signature | |
| Date | |
| Owner's Name | |
| Owner's email | |
| Address | |
| City | |
| State / Zip | |
| Phone Number | |
| Emergency Contact | |
| Horse's Name | |

| | |
|------------------------|--|
| Age | |
| Sex | |
| Breed | |
| Color / Markings | |
| Immunization Dates | |
| Tetanus | |
| Flu/Rhino | |
| Encephalomyelitis | |
| Strangles | |
| WNV | |
| Date of Last deworming | |
| Date of last float | |
| Product | |
| Veterinarian Name | |
| Phone Number | |

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