

LIGGETT ENTERPRISES
4065 N. HWY. 281
MINERAL WELLS, TX 76067
(940)325-9400

TRAINING AGREEMENT

1. THE TRAINING FEE FOR _____ WILL BE \$725.00 PER MONTH, WHICH INCLUDES BOARD AND FEED. ANY ADDITIONAL VITAMIN OR MINERAL SUPPLEMENTS REQUESTED BY AN OWNER OR REQUIRED FOR A HORSE WILL BE ADDITIONAL. (WE FEED THE HIGHEST QUALITY GRAIN AND HAY AVAILABLE) HORSES ARE BEDDED ON PINE SHAVINGS IN MATTED STALLS. ALL LAYUPS ARE \$18.00 PER DAY. CATTLE CHARGES ARE \$150.00 ADDITIONAL PER MONTH.

2. THE MILEAGE RATE WILL BE .55 PER MILE. THE EXPENSES FOR MOTEL AND MEALS WILL BE SPLIT AMONG THE TRAILER, AS WELL AS TO ANY OWNER HAULING THEIR OWN HORSE. THE DAY CHARGE DURING HORSE SHOWS IS \$35.00 PER DAY.

3. ALL BOARD AND TRAINING INVOICES WILL BE CHARGED IN ADVANCE, FOR THE NUMBER OF DAYS REMAINING IN THE MONTH THAT THE HORSE ENTERS TRAINING, AND THEN STARTING AT THE FIRST OF EACH MONTH FOR THE MONTH. INVOICES ARE DUE AND PAYABLE WITHIN 10 DAYS OF RECEIPT, UNLESS PRIOR ARRANGEMENTS ARE MADE. A 30 DAY NOTICE MUST BE GIVEN WHEN A HORSE IS TAKEN OUT OF TRAINING OR NO REFUNDS WILL BE GIVEN ON ANY UNUSED PORTION ON AN ACCOUNT.

4. ALL HORSES WILL BE TRANSPORTED IN THE LIGGETT TRAILER UNLESS SPACE DOES NOT PERMIT, OR PRIOR ARRANGEMENTS HAVE BEEN MADE. THE OWNER WILL THEN HAVE THE OPTION TO HAUL THEIR OWN HORSE. CUSTOMERS WHO DO SO WILL BE CHARGED THE REGULAR FEE FOR DAY CHARGE AND NORMAL SPLITS FOR EXPENSES.

5. ALL ENTRY FEES, VETERNARIAN CHARGES, SHOING FEES, ETC., ARE TO BE CONSIDERED THE RESPONSIBILITY OF THE OWNER AND ARE ADDITIONAL EXPENSES THAT ARE NOT INCLUDED IN THE BASE TRAINING/BOARDING FEE. THE OWNER WILL FURNISH ANY EXTRA EQUIPMENT, SUCH AS BLANKETS, SHEETS, ETC. (PLEASE DO NOT LEAVE HALTERS AND LEADS, WE USE OUR OWN)

6. A TRAINERS COMMISSION FEE OF 10% WILL BE CHARGED ON ANY HORSE SOLD WHILE IN TRAINING. ANY SPLITTING OF A COMMISSION TO ANOTHER TRAINER OR AGENT WILL BE DONE THROUGH LIGGETT ENTERPRISES. NO COMMISSION FEE WILL BE CHARGED FOR ANY HORSE CONSIGNED TO A SALE, ALL NORMAL SHOW FEES WILL APPLY.

7. ALL PRIZE MONIES WILL BE SPLIT 70/30 BETWEEN OWNER AND TRAINER. ALL AWARDS AND PRIZES ARE TO THE OWNER.. MONIES WILL BE SPLIT AFTER THE ENTRY FEE IS DEDUCTED. ALL PRIZE MONEY EARNED BY NON PRO RIDERS WILL NOT BE SUBJECT TO SPLITS, ONLY NORMAL SHOW FEES APPLY. PRIZE MONEY WILL BE CREDITED TO THE BILL IF RECEIVED BY THE TRAINER, AND IS EXPECTED TO BE SENT (30%) TO TRAINER IF RECEIVED BY THE OWNER..

8. ALL MAJOR SHOW ENTRY FEES MUST BE PAID BY THE CUSTOMER IN ADVANCE. WE LIKE TO MAIL ALL ENTRIES IN TOGETHER TO ASSURE GROUP STALLS AND WE TAKE NO RESPONSIBILITY FOR MISSED DEADLINES WHEN THESE FEES ARE NOT RECEIVED BY US IN ADVANCE. IF A CUSTOMER IS AT A SHOW WHERE POST ENTRIES ARE TAKEN, PLEASE PAY FOR YOUR OWN STALLS AND ENTRIES, ETC., UNLESS YOU HAVE MADE PRIOR ARRANGEMENTS WITH US TO REIMBURSE OURSELVES THESE EXPENSES WITH YOUR CREDIT CARD OR A "SPECIAL SHOW ACCOUNT" FOR US TO DRAW ON.

9. A LATE FEE OF 1.5% (18% APR) MAY BE APPLIED TO ANY ACCOUNTS DELINQUENT AFTER THE 20TH OF THE MONTH DUE. (DUE TO THE TYPE OF BUSINESS WE OPERATE, WE HAVE A LIMITED CLIENTELLE, THEREFORE PROMPT PAYMENT OF BILLS IS NECESSARY FOR OPERATION.) ALL ACCOUNTS MUST BE SETTLED IN FULL PRIOR TO A HORSE LEAVING THIS FACILITY. OUR EMPLOYEES WILL RELEASE NO HORSES TO AN OWNER UNDER ANY CIRCUMSTANCES IN OUR ABSENCE UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE! PLEASE DO NOT PUT OUR EMPLOYEES IN THIS SITUATION - WE APPRECIATE YOUR COOPERATION AND UNDERSTANDING.

10. GIVEN THE VALUE OF THE HORSES WE CARE FOR, AND THE EXPENSE INVOLVED IN THEIR TRAINING AND SHOWING, WE RECOMMEND THAT ALL HORSES IN TRAINING BE INSURED AND THAT A

COPY OF THAT POLICY BE IN OUR HANDS IN CASE OF AN EMERGENCY. SURGICAL COVERAGE AND MAJOR MEDICAL COVERAGE ARE BOTH RECOMMENDED.

HORSE _____ POLICY# _____
EMERGENCY INSURANCE CO# _____

DO YOU AUTHORIZE LIGGETT ENTERPRISES TO ACT AS AGENTS ON BEHALF OF YOUR HORSE IN AN EMERGENCY SITUATION WHERE YOU CANNOT BE REACHED? _____
PLEASE LIST ANY ADDITIONAL COMMENTS:

11. *ALL HORSES ARE REQUIRED TO HAVE THE FOLLOWING MEDICAL RECORD:*

EIA TEST _____ EWT VACCINE _____ RHINO _____ FLU _____ STREP _____ WORM _____

PLEASE PUT DATES IN THE BLANKS. IF THIS INFORMATION IS NOT FURNISHED UPON ARRIVAL, WE WILL HAVE OUR VET ADMINISTER THE SHOTS, ETC. WE WORM HORSES EVERY 2 MONTHS UNLESS CLIENT PROVIDES A DAILY WORMER. WE LIKE TO HAVE WOLF TEETH REMOVED AND TEETH FLOATED PRIOR TO ARRIVAL, IF POSSIBLE.

12. *WE ALWAYS ENJOY A VISIT FROM OUR CLIENTS, BUT WE DO APPRECIATE A LITTLE ADVANCE NOTICE SO WE CAN PLAN OUR TIME ACCORDINGLY. IF PRIOR ARRANGEMENTS ARE NOT MADE, WE CANNOT GUARANTEE YOUR HORSE WILL NOT HAVE BEEN RIDDEN PRIOR TO YOUR UNANNOUNCED ARRIVAL, AS WE DO NOT HAVE A SPECIFIC ORDER OF WORK FOR THE HORSES. THEY MUST BECOME ACCUSTOMED TO BEING RIDDEN AT ANY TIME DECIDED UPON.*

13. *LIGGETT ENTERPRISES IS NOT RESPONSIBLE FOR ANY LOSS, THEFT, OR DAMAGE.*

14. *PLEASE PROVIDE A COPY OF YOUR BREED ASSOC. PAPERS, COMPETITION LICENSE, COGGINS PAPER, AND ALL CLUB MEMBERSHIP CARDS (CURRENT) WHEN YOU BRING YOUR HORSE.*

15. *LIMITATION ON EMERGENCY CARE: YOU WILL BE 100% RESPONSIBLE FOR ANY AND ALL VETERINARY CARE OF YOUR HORSE. IN THE EVENT THAT WE ARE UNABLE TO REACH YOU AND YOUR HORSE NEEDS EMERGENCY VETERINARY CARE, YOU MAY PLACE A DOLLAR AMOUNT ON HOW MUCH YOU WILL AUTHORIZE TO BE DONE. IF YOU DO NOT WISH TO STATE A DOLLAR AMOUNT, PLEASE LEAVE THE SPACE BELOW BLANK AND ALL NECESSARY ACTION WILL BE TAKEN IN AN EMERGENCY SITUATION.*

THE ABOVE POLICIES ARE INTENDED AS A MEANS OF PROMOTING BETTER COMMUNICATION BETWEEN OWNER AND TRAINER. WE APPRECIATE YOUR BUSINESS, AND WE COULDN'T SPELL SUCCESS WITHOUT YOU!

PLEASE SIGN AND RETURN TO US. THANK YOU.

NAME _____ SOCIAL SECURITY # _____
ADDRESS _____
CITY _____ STATE _____ PH _____ CELL _____
NRHA # _____ CLUB#S _____
NCHA# _____ ADDITIONAL CLUB #S _____

WE ARE NOW SET UP TO TAKE YOUR CREDIT CARD. THIS IS NOT A REQUIREMENT! IF YOU WOULD LIKE TO TAKE ADVANTAGE OF THIS SERVICE, PLEASE CHECK OFF THE FOLLOWING FUNCTIONS:

_____*MONTHLY TRAINING BILL* _____*DATE YOU WANT CARD # TO RUN* _____*FARRIER*
_____*SHOW EXPENSES* _____*ENTRY FEES* _____*VET* _____*EQUINE DENTAL SERVICE*

TYPE OF CARD _____ CARD# _____ EXP. _____
NAME OF CARDHOLDER _____

SIGNATURE OF CARDHOLDER _____

WARNING

1. 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.

CPRC Section 87.004. Limitation on Liability.

Except as provided by Section 87.004, any person, including an equine activity sponsor or an equine professional, is not liable for property damage or damages arising from the personal injury or death of a participant if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of equine activity, including:

the propensity of an equine animal to behave in ways that may result in personal injury or death to a person on or around it;

the unpredictability of an equine animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;

certain land conditions and hazards, including surface and subsurface conditions;

a collision with another animal or an object; or

the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine animal or not acting within the participant's ability.