

Butler Farms Training Center, Inc.

440 Devin Drive
White Oak, North Carolina 28399

Telephone: 910-866-4000

Facsimile: 910-866-4001

Training Contract

This equine service contract dated the ____ day of _____, 20____, is made and entered into between Butler Farms Training Center, Inc. hereinafter referred to as "BFTC" and the following person hereinafter referred to as "Client":

Name		Social Security # or Tax ID #		
Address		City	State	Zip Code
Home Phone	Business Phone	Cell Phone	Fax	
E-Mail	AHA Number	USEF Number		

1. Horse: This contract pertains specifically to the following horse, and in content to any and all horse (s) owned by Client in the custody of BFTC, hereinafter referred to as "Horse":

Name of Horse		Registration #		
Age	Color	Sex	Breed	

Copies of the following documents are required:

- Registration papers Membership Cards (AHA & USEF)
- Health/Vaccination records Coggins

Service Program: (please select one)

- Standard Training Program (includes Training & Conditioning)
- Special Stall Layup (includes conditioning only)
- Board

Special Care:

2. Ownership of Horse: (Please select one)

- Fully owns and has clear title and registration
- Is buying the horse
- Is leasing the horse
- Manages the horse

3. Care and Maintenance: BFTC will provide reasonable conditions and facilities, proper feed, sufficient water, and adequate shelter in a manner consistent with good horsemanship in the state of North Carolina, during the term of this contract. If Client's Horse has special requirements, they are to be fully detailed in the Special Care section under heading 1.

4. Vaccinations/Health: Client warrants that the Horse is free from all communicable diseases upon delivery to the farms. On or prior to arrival at BFTC, client shall provide a record of current vaccinations for the following: Equine Influenza, Tetanus, Streptococcus Equi (Strangles), Eastern and Western Encephalitis, and Rhinopneumonitis. A current Negative Coggins Test is also required. Vaccination against Potomac Horse Fever and Venezuelan Encephalitis will be at Client's discretion. If the Horse arrives without records of such vaccinations, BFTC may, at its option, not accept the Horse or provide vaccinations and any necessary tests at Client's expense. Client warrants that to the best of his/her knowledge, the Horse is free from any condition that could adversely affect its ability to receive the full benefit of the service program selected.

Vaccination History/Deworming/Farrier Dates:

_____ Eastern & Western Encephalitis	_____ Strangles
_____ Venezuelan Encephalitis	_____ Influenza
_____ Tetanus	_____ Potomac Horse Fever
_____ Rhinopneumonitis	_____ Rabies
_____ Deworming	_____ West Nile Virus
_____ Farrier	_____ Other: _____

5. Veterinary Care: BFTC is given agency and is authorized to maintain and provide vaccinations, deworming, and other veterinary needs, including but not limited to emergency treatment, surgery, and breeding services, by the veterinarian of BFTC's choice, at BFTC's discretion and at Client's expense. Veterinary services and expenses will be billed directly to the Client by the veterinarian. Veterinarian expenses must be paid in full before a Horse will be released from BFTC.

6. Farrier Care: BFTC is authorized to maintain and provide adequate farrier care for the Horse, at Client's expense, using the farrier of BFTC's choice.

7. Use of Facilities: Client is not entitled to use any of the facilities or equipment, owned or leased by BFTC, including but not limited to arenas, trails, saddles, or tack, without the prior written consent of BFTC.

8. Advertisements: A complete advertising campaign for Horse will be discussed and planned with Client on an individual basis. A minimum of a one full page premium color ad will be placed in an Arabian Breed Publication to be included with BFTC's advertising for each Horse entered at the Canadian and/or U.S. National Championships and will be billed to the Client.

9. Supplies: All necessary show equipment, blankets, sheets, halters, and veterinary supplies needed for the Horse, and not provided prior to or on arrival at BFTC, will be purchased by BFTC and billed to the Client.

10. Insurance: The Client acknowledges that BFTC will carry no mortality, poison, or theft insurance on the Horse. If the Client desires to be protected against such risks, he/she must obtain such coverage at the Client's sole expense. If desired, the Client shall provide mortality insurance coverage on Horse during the time that the Horse is in custody of BFTC. BFTC shall not be liable for any sickness, disease, estray, theft, death, or injury, which may be suffered by the Horse. BFTC shall not be liable for any other cause of action whatsoever arising out of or being connected in any way with training, boarding, hauling, breeding, or showing the horse. This includes, but is not limited to, any personal injury or disability which the Client may receive while on the premises of BFTC.

Insurance Company

Policy Number Contact Person

Phone Number

11. Sale Commission: Client agrees to pay to BFTC a commission equal to Twenty Percent (20%) of the sales price in the event of the sale of Horse while at BFTC, or in a service program of BFTC, or if a ready, willing, and able buyer is procured by BFTC, the Client, or anyone else while the Horse is at BFTC or in a service program. This fee will be due and payable at the time of sale or upon Client's default of Offer to Purchase and Contract. If Client defaults, the total compensation that would have been due to BFTC will be due and payable immediately in cash from the Client. Sales price is defined as the sale price less any sales tax.

BFTC is authorized to market the Horse Yes_____ No_____
Price _____

12. Billings: BFTC will bill the Client in advance by the 28th of each month for Service Program fees. Balances are due and payable within thirty (30) days of the date of billing. All balances postmarked and paid in full by the 5th of the month following statement date are entitled to a Fifty Dollar (\$50.00) discount. Interest at the rate of 1 ½% (percent) monthly will be charged on all balances unpaid and overdue for thirty (30) days. A Twenty Five Dollar (\$25.00) Insufficient Funds Fee and any Bank Charges will be assessed for all returned checks. If Client fails to pay any amount due under this contract for more than thirty (30) days, BFTC may, at their discretion, immediately cease the service program and accelerate all other amounts due under this contract upon ten (10) days prior written notice to Client. Client is able to change Service Programs upon thirty (30) days written notice to BFTC. Service Program fees are described in the attached Fee Schedule.

13. Credit Card: Client authorizes BFTC to charge the below credit card for show entries, board/conditioning/training, or any other charges that are first discussed with the Client.

VISA/MC #	Exp. Date	Name on Card
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14. Release of Horse: Client agrees that all outstanding balances due for board, training, veterinary care, farrier work, and all other fees, charges, and expenses incurred pursuant to this contract shall be paid by certified funds or wire transfer prior to release of the Horse from BFTC. Client shall make arrangements with BFTC for the Horse's release at least forty-eight (48) hours in advance. Client is solely responsible for determining whether the Horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates. Upon commencement of loading of the Horse for shipment or transport, Client agrees to assume full responsibility and liability for the Horse's health, soundness, transportation, and care.

15. Acceptance of Horse: This contract is not effective until approved and executed by BFTC, which reserves the right to reject any Horse at its sole discretion and to return any unruly Horse at Client's expense. This will be determined upon an individual basis.

16. Assignability: Client may not assign any rights or delegate any duties under this contract without the prior consent of BFTC.

17. Termination of Service: BFTC may, without cause, terminate any service program provided or intended to be provided by BFTC under this agreement by notifying Client at least ten (10) days prior to the desired termination date.

18. Term of contract: This contract shall continue in full force and effective until terminated by either party.

19. Termination of Contract:

A. *Termination Without Cause:* Each party is entitled to terminate this contract without cause by notifying the other party in writing at least ten (10) days prior to the desired termination date. Notwithstanding any such termination, all fees shall be due and payable with regard to services performed prior to the termination date.

B. *Termination With Cause:* Each party is entitled to terminate this contract by written notice to the other party if on party breaches or is in default of any obligation under the contract, which breach or default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of written notice of such breach or default.

20. Limitations of Liability/Indemnification: In the performance of its services under this contract, BFTC shall be an independent contractor, acting in its own behalf, and shall have no authority to act in any other capacity and shall not be deemed an agent of Client, and shall not be responsible for the performance of any services, except as expressly set forth in this agreement. BFTC and its subsidiaries, owners, officers, independent contractors, guests, agents, and employees shall not be liable for any sickness, disease, theft, death, or injury that may be suffered by the Horse while in custody of BFTC and shall not be responsible for any loss, damages, or injury arising out of or connected with boarding, conditioning, training, breeding or other services pursuant to this contract, unless due to gross negligence or willful misconduct. Client fully understands and assumes the special risks inherent in conditioning, training, handling, riding, boarding, showing, breeding, and transporting Horses. Client acknowledges that mortality and other insurance is available, and that it is the Client's sole responsibility to obtain any insurance coverage. BFTC shall not be liable for any personal injury or disability which the Client, his/her agents, representatives, family or Horse may receive while on BFTC's property. BFTC shall not be liable for any personal injury or disability which the Client, his/her agents, representatives, family, or Horse may receive due to BFTC's equipment or any that is leased by BFTC, unless due to gross negligence or willful misconduct. Client agrees to indemnify and hold BFTC harmless from any claim related to damages, illness, or injury caused by the Horse, and from any claim by a buyer of the Horse. Client further agrees to reimburse BFTC for damages to any of BFTC's facilities or equipment which is caused by the Horse. Client agrees to pay all expenses and attorney's fees incurred by BFTC in defending such claims.

Furthermore, Client understands and agrees that neither **Butler Farms Training Center, Inc., Cecil & Frances Butler, Tedman Carson, Butler Farms DBA Butler Farms Arabians, Partnership**, owners, land owners, nor any of their respective employees, officers, agents, or assigns may be held liable or responsible in any way for any injury, death, or other damages, to Horse, Client, Client's family or property, heirs, or assigns that may occur as a result of Client's participation in any horse-related activity or as a result of the negligence of any party, including **Butler Farms Training Center, Inc., Cecil & Frances Butler, Tedman Carson, Butler Farms DBA Butler Farms Arabians, Partnership**, whether active or passive. Client has read Chapter 99E of the North Carolina General Statutes:

WARNING: UNDER NORTH CAROLINA LAW, AN EQUINE SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E ON THE NORTH CAROLINA GENERAL STATUTES

21. Exclusivity: Nothing in this agreement limits the right of BFTC to sell any of its services to any other person or entity. It is anticipated that BFTC will continue to offer its services to other persons or entities even though these services are similar to the services provided Client.

22. Notices: All notices, requests, and consents required or permitted by this contract shall be in writing and hand delivered personally or sent by registered or certified U.S. Mail to the appropriate address specified, or such other address as the sender has been notified of in writing.

23. Entire Agreement: Construction/Jurisdiction/Attorney's Fees: This contract contains the entire understanding of the parties concerning the subject matter and may be modified only in writing. Heading and titles are for convenience only and shall not influence the construction or interpretation of this contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be interpreted and construed by the laws of the State of North Carolina. At BFTC's option, jurisdiction and venue for all disputes connected with this contract shall be Bladen County, North Carolina. This contract shall be binding upon the heirs, assigns, executors, and administrators of the respective parties. If a lawsuit is filed, or counsel is retained to enforce the provisions of this contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

Client Signature

Date

Ted Carson (Butler Farms Training Center, Inc.)

Date