



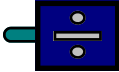
**CHESTNUTHILL ARABIANS**

PO BOX 407

GILBERT, PA 18331

(610) 681-ARAB (2722)

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## TRAINING AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Joseph R. Alberti II of Chestnuthill Arabians and \_\_\_\_\_ (Owner(s)/ associates regarding the training Owner(s) horse, \_\_\_\_\_,  
Reg. No. \_\_\_\_\_ which is described as:

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### WITNESSETH:

Whereas, Chestnuthill Arabians are professional trainers who train and show horses, and Whereas, Owner(s) desires to have Chestnuthill Arabians train and/or show the above referenced horse.

Now, THEREFORE, the parties hereto have agreed as follows, on the terms and conditions forth, to wit:

- 1. TRAINING:** Chestnuthill Arabians agrees to accept Owner's horse for training on a month-to-month basis, and to have its trainers devote their best efforts and all necessary time to such training.
- 2. PAYMENT:** Owner(s) agree(s) to pay Chestnuthill Arabians at the rate of \$700.00 a month, or \$23.00 a day, on a month to month bases. Owner agrees to pay a discounted rate of \$650.00 a month, or \$21.00 a day for a Year Contract (10 Months). Owner agrees to pay the full board and training for a 10 month period. Sale of Horse or Injury are the ONLY means available to the owner for breaking a one year contract and still receive the discounted amount. In the event that the owner should decide to break the one year contract, then the owner agrees to pay "CA" the discounted amount of \$50.00 per horse per month that the owners horse was stabled at "CA" from the date of the original contract. Owner (s) agrees to pay any veterinary and showing expenses for the said horse when statements for such charges are submitted. Interest at the rate of 1.5% per month will be charged on all balances left unpaid 30 days. Payments are due on the 1st of each months billing period. A late charge of \$25.00 will be billed if said months training and board have not been paid within 5 days of said date. A 30 day notice is required before a contract is not renewed, or a fee of TWO 2 months board and training will be charged. \_\_\_\_\_ (int.)
- 3. TERM:** Chestnuthill Arabians reserves the right after a 30 day, or 10 month training period is up to re-evaluate the horse's performance and ability to make the determination weather or not said horse should continue along the path of training previously established. This will be a determination made solely by Chestnuthill Arabians. Placement of a horse in training does not obligate CA to show the horse. This will be a determined on a individual basis. \_\_\_\_\_ (int.)

4. **SALE:** In the event the training fee is not paid for a period of 60 days, written demand will be mailed to the owner and notice shall be deemed to have been given when deposited in the United States mail. Ten days after written notice if payment is not received in full plus interest, the horse shall be considered abandoned and Chestnuthill Arabians shall have the right to sell the horse at private sale in accordance with Pennsylvania statute, unless other arrangements for payments is previously agreed upon. To avoid the sale of the horse, Owner(s) must make payment in full by cash, money order or cashiers check prior to sale. Any proceeds of the sale of the horse shall be applied first to discharge all obligations to Chestnuthill Arabians, sales expenses, board prior to date of sale, veterinary and showing expenses the remaining balance, if any , shall be remitted to Owner(s).

A 15% sale price commission to the selling agent; (i.e.) Chestnuthill Arabians on the sale of any horse from the property of Chestnuthill Arabians.

5. **SHOWING:** Chestnuthill Arabians shall determine the readiness of the horse to be shown at any given time. When the horse is judged ready for showing, Chestnuthill Arabians agrees to have the horse entered in such shows as are mutually acceptable to the trainer and Owner(s). Owner(s) agree(s) to pay all expenses of such shows in accordance with Chestnuthill Arabians current rate schedule. It is agreed and understood that any prize money, trophies and ribbons shall belong to the Owner(s).

6. **ASSUMPTION OF RISK OR LOSS:** Owner(s) hereby assumes all risks arising out of training and showing subject horse including but not limited to loading, unloading and hauling by Chestnuthill Arabians or their designated agents. Owner(s) recognize(s) that considerable risks are involved and agrees that the assumption of those risks includes and all injuries or loss of the horse by whatever means caused. Owner(s) fully understand(s) that Chestnuthill Arabians does not carry any public liability, accidental injury, theft, equine mortality insurance, and that all risks connected with the training, hauling, or sales consignment of the horse or horses are to be borne by the Owner(s). Therefore, it is requested that Owner(s) insure the horse for the duration of the training period with Chestnuthill Arabians.

7. **VETERINARY CARE:** Owner(s) agree(s) that Chestnuthill Arabians shall have the right to obtain veterinary care for the horse and that such action by Chestnuthill Arabians shall not in any manner constitute an assumption of risk or liability by Chestnuthill Arabians. Chestnuthill Arabians shall make every effort possible to notify Owner(s) of any need for veterinary care for the horse, but shall be authorized to take such action as is necessary without further consent of Owner(s). Owner(s) further agree(s) to hold Chestnuthill Arabians and its trainer and its grooms harmless of and from any and all claims for damages and demands of any kind whatsoever.

8. **SUPERVISION OF TRAINING:** During the period of training, Chestnuthill Arabians shall be solely in charge of the training of the horse. Owner(s) shall have the right to observe the training of the horse, although, it is requested that prior arrangements be made in order to avoid possible conflict with the trainers work schedule.

9. **DOCUMENTATION:** Owner(s) shall be responsible for providing a copy of the horse or horses registration papers, both front and back, a Photostat copy of the Owner(s) current IAHA and AHSA Membership Cards, a copy of a equine mortality policy, and a recent medical history.

10. **MISCELLANEOUS:** This Agreement is a persona to the parties and shall terminate in the event of the death of the Owner(s), the horse or horses, or of Joseph R. Alberti II. This Agreement is the complete understanding between Owner(s) and Chestnuthill Arabians and can be modified only in writing.

11. **Liens:** Client agrees that if payment are not made with in a 60 day period that there horse(s) will be used as collateral to pay for charges that have been incurred from board,training, or services provided by CA. CA reserves the right to sell said horse either privately or at auction to cover impending debt. \_\_\_\_\_ (int.)

Chestnuthill Arabians

Owner(s)\_\_\_\_\_

\_\_\_\_\_  
Agent:

\_\_\_\_\_  
Owner(s)

Full Name: \_\_\_\_\_

Mailing Adress: \_\_\_\_\_

Home/Cell #: \_\_\_\_\_

E Mail Adress: \_\_\_\_\_

CC Info (if applicable) \_\_\_\_\_



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