

Brynne Varvel, Patrick Varvel, Kelly Brown

6949 S Rockport Rd Bloomington, IN 47403

Boarding and Training Contract

Name of Horse: _____ Age: _____

Breed/Registration #: _____ Sex: _____

Training Start Date: _____ Arrival Date: _____

Owners Address: _____

Owners email: _____ Owners cell#: _____

List of training issues, special needs, vices, medical issues, handling problems, behavioral concerns, etc:

This boarding and training contract is made by and between Brynne Varvel, Kelly Brown, Patrick Varvel and _____ (referred to as "owner") made on _____. The actual start date of the horse's training in accordance with the terms of this agreement will be the date the horse arrives at the stable OR the date the owner listed in the box above.

Whereas, Owner owns/leases the horse described and desires Trainer to train said horse for the purpose set forth herein; and whereas, the parties agree on the terms listed below:

TERMS

- 1. **Vet Care & Health Requirements:** Owner provides authorization for Trainer to obtain any/all emergency veterinary care to maintain said horse in good health. All other non-emergency care will be approved by Owner.
 - a. Owner agrees to participate in any horse de-worming and/or inoculation programs against equine epidemics, viruses, or other illnesses(including, but not limited to rhino, west nile and influenza) that Brynne Varvel, Kelly Brown, Patrick Varvel may deem necessary for the general well-being and safety of horse maintained.

Initial: _____

owner will be advised by Brynne Varvel or Kelly Brown or Patrick Varvel of the program and schedule and can choose to have it paid for in the service. Owner agrees to either (1) follow the program and to arrange for de-worming or inoculations to his or her horse(s); or (2) authorize Brynne Varvel, Kelly Brown, Patrick Varvel to arrange for routine veterinary services consistent with Varvel Sporthorses program. If Brynne Varvel, Kelly Brown, Patrick Varvel procures veterinary care, or farrier care, on Owner's behalf, Brynne Varvel, Kelly Brown, Patrick Varvel shall, under these circumstances, act as Owner's agent to procure the services but not for payment of veterinary and farrier fees and services.

- b. Vet Care Authorization: in my absence, I authorize Trainer, assistant trainer or stable personnel to obtain emergency care for my horse. This permission provides the Trainer the authority to take whatever action(s) deemed necessary to ensure the welfare of the animal. Trainer, assistant trainer or stable personnel are authorized to obtain emergency medical care for my horse up to an amount of \$ _____.

2. Horse Value :

- a. This horse is insured for \$ _____. Owner will provide a copy of insurance papers and will ensure annual updates are provided.
- b. This horse is not currently insured but I believe the horse's value is: \$ _____.

3. Tack, Equipment & Supplies:

- a. Owner will provide all the appropriate supplies, tack, horse care products, supplements and other equipment in accordance with facility rules, policies and guidelines.
- b. Owner will choose to have Brynne Varvel use supplies, tack, horse care products, supplements and other equipment of choice when working with the owner's horse.

4. Release Agreement & Safety Helmet:

- a. Mounted clients must wear properly fastened ASTM F-1163-04a/SEI Certified helmets and have a current signed release agreement on file to participate.

5. Payments:

- a. Owner agrees to pay Trainer for all fees for training and services as outlined in the fee schedule. All training fees due are payable on or before the first of each month.
- b. Any payment for training and care services not received by the trainer by 9 p.m. on the 4th day of the month shall incur a \$15 late charge. Any account more than 30 days past due will be assessed a \$15 late charge for each month overdue and a 15% interest penalty. Returned checks will incur a \$25 service fee.
- c. Checks should be made to "Brynne Varvel". Arrangements for direct deposit are appreciated. Mailing address for checks is: 6949 S Rockport Rd Bloomington, IN, 47403.

Initial: _____

6. Expenses:

- a. Owners shall bear all costs for board, training, maintenance and care of said horse. Owner shall pay expenses to the vet, shoer, facility, grooms, feed stores, etc. at the time the service is rendered. Payments for other services, i.e. showing fees, entry fees, clipping fees, the purchase of tack, equipment, supplies, medications and/or other items need for the welfare of the horse that the Trainer deems to be proper and necessary to the care/health/performance of the Owner's horse will be mutually agreed by both parties unless an emergency situation arises.

7. Duties of Trainer:

- a. Trainer agrees to perform training responsibilities in a manner consistent with industry practices. The training agreement includes a combination of horse schooling sessions and/or riding lessons to the Owner in accordance with the training plan outlined in the fee schedule and is mutually agreeable to both parties.

8. Termination of Agreement:

- a. The term of this agreement shall be on a month-to-month basis. Termination of this agreement shall occur upon mutual agreement of both parties or upon fourteen (14) days written notice to the other party or Owner will be responsible for the full month's training fees and all related expenses. Training fees are not refundable. A final accounting based on a pro-rated schedule shall apply to incidental expenses and optional services. Daily horse schooling fees will be applied to final bills. Discounts associated with full-training packages are not pro-rated since they represent a significant savings over normal lesson and horse schooling fees. All bills for training and expenses are due in advance and must be paid by Owner prior to the owner taking possession and/or removing said horse from the boarding facility.

9. Indemnity:

- a. Owner agrees to indemnify, release and discharge, and hold harmless Trainer, his/her agents, employees, assistants, and all other persons in any way connected with Brynne Varvel, Kelly Brown, Patrick Varvel for all liability or claims, demands, damages, and costs for or arising out of the training, and showing of Owner's horse, whether it be caused by the negligence of the Trainer, his/her agents, employees, assistants and all others against all claims, demands, and causes of action including costs and attorney fees directly or indirectly arising for any action or other proceeding brought by or prosecuted for Owner's benefit contrary to this release extending to all claims of every kind and nature whatsoever whether known or unknown.

Initial: _____

10. Amendments & Attorney Fees/Law:

a. This agreement may be amended at any time by writing into the provisions herein set forth, and the amendment shall be initiated and/or signed by both parties. This agreement shall be interpreted and construed in accordance with the laws of the State of Indiana. Should either party breach this agreement, the breaching party agrees to pay the other's reasonable attorney fees and court costs related to such breach. This agreement shall be binding upon the assigns, heirs and executors of the respective parties.

11. Insurance Coverage:

a. Inasmuch as dressage horses have significant monetary value as well as significant emotional value, it is strongly recommended(not required) all horses under the age of 16 years or having a value of more than \$10,000 be insured.

b. My horse's stated and/or insured value is:

\$ _____.

c. This horse insured by (name of Insurance Company):

d. Mortality Coverage: YES NO

e. Major Medical/Surgical Coverage: YES NO

f. Policy # _____

g. Point of Contact/Agent _____

h. Claim Phone _____

Initial: _____

SERVICES/ FEES

Training :

- 1. Undersaddle full training : \$800/month _____**
 - a. Approximately 20 rides per month. Please note there are some months there are more than 20 rides and some months there are less than 20 rides. There will be no refunds. There will be no refunds if a horse has to have 2 weeks or less off work for any reason. Any more than 2 weeks off will be addressed on an individual basis.
- 2. Undersaddle part training: \$400/month _____**
 - a. Approximately 10 rides per month.
- 3. Lesson Rate: \$70/45min private lesson**
- 4. Groundwork & Horse Starting: \$500/month _____**
 - a. Approximately 20 sessions per month. Please note there are some months there are more than 20 sessions and some months there are less than 20 sessions. There will be no refunds. There will be no refunds if a horse has to have 2 weeks or less off work for any reason. Any more than 2 weeks off will be addressed on an individual basis.
- 5. Full Board: \$600 /month _____**
 - a. Includes hay, grain, bedding, stabling, turnout (not individual), and stall cleaning/care. **currently only offering boarding for horses in training. Brynne Varvel will pay the farm owners, Patrick Varvel and Kelly Brown for the farm portion of the board fees.
- 6. Part Board: \$430/month**
 - a. Includes hay, beet pulp(up to 1 scoop) 1x daily(all other supplements provided by owner), Feeding 2x daily, turnout(group). Stall cleaning will be done by the owner unless otherwise agreed upon.
- 7. Pasture Board: \$345/month**
 - a. Includes hay(round bale 24/7 access), platinum performance/beet pulp(up to 1 scoop) 1x daily(all other supplements provided by owner), turnout(group) and run in. No stall is provided.
- 8. Sales Agreement: _____**
 - a. 10% commission of purchase price if I find a buyer for your horse or present your horse for sale. If your horse is in training with me to be sold, regardless of who finds the buyer (including other professionals) there will still be a 10% commission of the gross sale. I will not add on extra money to the price of the horse.. If I sell a client's horse to another client, the 10% commission will apply.
 - i. The 10% commission includes all advertising of the horse including sales photos, videos, and promotion of the horse.
- 9. OTHER FEES:**
 - a. All vet and farrier fees are TBD and will be billed directly to owner

1. D. RELEASE OF LIABILITY. In consideration of Brynne Varvel, Kelly Brown, Patrick Varvel undertaking the boarding and training under the terms of this Agreement, Owner

agrees to hold harmless and release Brynne Varvel, Kelly Brown, Patrick Varvel and others acting on her behalf from liability for any and all bodily injuries or damages that Owner may sustain when on or near Brynne Varvel, Kelly Brown and Patrick Varvel premises and/or riding or near horses, caused in whole or in part by the ordinary negligence or legal liability of Brynne Varvel, Kelly Brown, and Patrick Varvel her agents, employees and/or assistants. By the term “damages,” Owner means medical expenses incurred because of bodily injury of property damages, and/or personal property damages. Further, Owner releases and discharges Brynne Varvel, Kelly Brown, Patrick Varvel and others acting on her behalf of and from all claims, demands, actions, omissions, rights of actions, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Owner’s injury or damage (except if the injury or damage is caused by Brynne Varvel’s gross negligence or wanton and willful misconduct). Also, Owner agrees to hold harmless and release Brynne Varvel and the owners of the facility, Kelly Brown and Patrick Varvel where the boarding and/or training of Owner’s horse(s) from any cause whatsoever, including fire, theft, running away, accidents, illness, injuries or death during the term of this Agreement and while Owner’s horse(s) is/are in Brynne Varvel, Patrick Varvel, Kelly Brown care, custody, or control (except if directly caused by the gross negligence or wanton and willful misconduct of Brynne Varvel).

WARNING

Under Indiana 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.

2. LIEN FOR FEES AND CHARGES. Owner hereby grants Brynne Varvel, Kelly Brown or Patrick Varvel a possessory lien against the horse(s) of Owner for the value of any unpaid boarding fees, training fees, or other charges due to Brynne Varvel, Kelly Brown, Patrick Varvel under this Agreement. Brynne Varvel, Kelly Brown, Patrick Varvel may exercise its lien rights pursuant to Indiana law. In the event that the sale of Owner’s horse(s) does not secure a sufficient price to pay the costs of boarding, training, and other charges due to Brynne Varvel, Patrick Varvel, Kelly Brown plus hauling and mileage, and other reasonable expenses and costs of the sale, Owner shall pay Brynne Varvel, Kelly Brown, Patrick Varvel the difference.

- 1.** Owner represents all information provided in this Agreement in true and accurate.
- 2.** This Agreement shall be binding on, and inure to the benefits of, Brynne Varvel, Kelly Brown, Patrick Varvel and their respective employees, assistants, agents, insurers, representatives, heirs and assigns.
- 3.** Modifications to this Agreement are only binding if in writing and signed by Brynne Varvel and Kelly Brown, Patrick Varvel. This Agreement cannot be assigned without prior written agreement to Brynne Varvel Kelly Brown, Patrick Varvel.
- 4.** Indiana law governs this Agreement. If any provision is found invalid or unenforceable, the remainder of such provision or the remaining portions in this Agreement shall remain valid.

5. This Agreement contains the entire agreement
6. Should Owner breach this Agreement, Owner agrees to pay Brynne Varvel, Kelly Brown, Patrick Varvel reasonable attorney's fees and court/arbitration costs related to such breach. Owner agrees that Brynne Varvel, Kelly Brown, Patrick Varvel shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration under the rules of the American Arbitration Association: Owner consents to such forums if selected by Brynne Varvel, Kelly Brown, Patrick Varvel agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties handled through the courts shall be brought and litigated in a court located in Monroe County, Indiana. Owner consents to this location and agrees that it is convenient.

Initial: _____

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS BOARDING AND TRAINING CONTRACT AND LIABILITY RELEASE (ALL SEVEN (7) PAGES) AND AGREE TO BE FULLY BOUND BY ITS TERMS. OWNER: OTHER OWNER'S SIGNATURE (IF TWO OWNERS OR OWNER'S PARENT/LEGAL GUARDIAN)

By: _____ By: _____
Print Name: _____ Print Name: _____
Date of Signature: _____ Date of Signature: _____

By: _____
Brynne Varvel
Date of Signature: _____

By: _____
Kelly Brown
Date of Signature: _____

By: _____
Patrick Varvel
Date of Signature: _____