

- SAMPLE -

OWNER-TRAINER AGREEMENT

This Agreement is made on _____, 20____ between
_____ herein called "Owner" and _____
herein called "Trainer."

Owner is the legal owner of certain horses named below. Said horses and any additional horses assigned to trainer by Owner are bred for racing and Owner is desirous of having these horse trained and raced. Owner has the authority to execute this agreement on his/her own behalf and on behalf of all owners of the named horses or after acquired horses assigned to Trainer. Owner hereby employs Trainer to train the following horses and all such other horses owned by Owner as are placed under Trainer's care.

(Names of horses) _____

TRAINER DUTIES: TRAINER shall do and perform all services, acts and other things necessary or advisable to train, manage, maintain, feed and care for OWNER'S horses as are usual and customary in the industry.

AUTHORIZATION TO OBTAIN OUTSIDE SERVICES: OWNER here by authorizes TRAINER to obtain on owner's behalf such services as are reasonably necessary to provide for the care and maintenance of said horses. OWNER agrees to be responsible for the cost of said services, which shall include but are not limited to, shipping, veterinary services, shoeing, dentistry, pony leads, jockey fees, racing silks and/or any costs of equipment that Trainer may deem necessary to the proper training and racing of any of Owner's horses.

COMPENSATION: OWNER agrees to compensate TRAINER for his services at the rate of \$_____ per day per horse. Furthermore, OWNER shall pay when billed the costs of medications, supplements and/or equipment requested by OWNER or required due to special needs of any of the OWNER'S horses as are in TRAINER'S care. In addition to the above charges OWNER agrees to pay _____ percent (10%) of the gross money won by each horse while in trainer's care. Owner agrees to pay an additional _____ percent (____%) of gross purse money won as a result of horse or horses finishing first. TRAINER agrees that said _____ percent (____%) will be paid as a bonus to stable employees.

In the case of the sale of any horse sold by or claimed from OWNER when said horse was originally claimed for OWNER by TRAINER or obtained as a result of TRAINER'S recommendation, OWNER shall also pay to TRAINER an amount equal to _____% of the increase in price over and above the purchase price.

INSURANCE: OWNER is responsible for procuring any and all insurance to protect OWNER from losses of any type caused to or by owner's horses.

INDEMNITY AND RISK OF LOSS: OWNER agrees to hold TRAINER harmless and indemnify him for all costs, losses and liability arising as a result of injuries caused to persons or property by any horses owned by OWNER. The parties hereto acknowledge that owning thoroughbred horses is a high-risk investment and the risk of illness or injury to the animal is substantial. Said injuries or illnesses can limit or end a horse's career and cause immediate decreases in or loss of value. Therefore, except in the case of gross negligence, OWNER hereby releases TRAINER from all liability for illness, injury, damage, loss of income or earnings, loss of profit and or loss of value, for any reason whatsoever to or by any horse that OWNER has placed in TRAINER'S care.

TERMINATION: EITHER PARTY may terminate this agreement upon notice to the other party.

LIEN/COSTS: Trainer shall have a lien on the horse(s) for all unpaid boarding and other charges resulting from the training and boarding of horses pursuant hereto. Owner agrees that in the event that said charges are not paid within thirty days after they become due and payable, Trainer may exercise his/her lien rights, and in connection therewith, may dispose of the horse for any and all unpaid charges, at private or public sale, upon ten (10) days written notice to Owner by certified mail sent to the address below. In addition, Trainer shall be entitled to notify any organization engaged in selling horses at public auction of the amount of unpaid boarding and other charges resulting from the Training of the horse(s) pursuant to this agreement and Trainer shall be entitled to receive from the proceeds on the sale of the horse(s) all amounts due hereunder.

TERMINATION: This agreement shall commence when Owner's horse(s) are delivered to Trainer and terminate upon _____ (hours or days) written notice to the other party, provided however all funds owed to Trainer are paid before Owner takes position of the horse(s).

Owner:

Trainer:

Signature

Signature

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone Number

Telephone Number

Date: _____

Date: _____