



Kiesner Training, Inc.

SERVICES CONTRACT

1. Parties. THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between KIESNER TRAINING, INC,

AND

\_\_\_\_\_  
Name (hereafter "Customer) Address

\_\_\_\_\_  
Residence Phone      Business Phone      Emergency Phone      E-Mail

2. Horse(s). This contract pertains to the registered Horse(s) and all horses owned by the customer in the care of Kiesner Training. (hereafter "the horse(s)").

Name of Horse(s):

Registration No.

Date Foaled:

Sex:

Sire:

Dam:

Insurance Carrier \_\_\_\_\_

Expiration: \_\_\_\_\_

Insurance contact person and phone number:  
\_\_\_\_\_

Coverage Amount \$ \_\_\_\_\_

Special conditions of policy: \_\_\_\_\_  
\_\_\_\_\_

3. Training Service. Customer contracts for Kiesner Training, Inc. to provide training services for a base rate of \$1500.00 - per month per horse, plus such additional fees and expenses described on a separate fee schedule posted on the Kiesner Training website ([www.kiesnertraining.com](http://www.kiesnertraining.com)), which may be modified from time to time without notice.

4. Limitation of Liability and Indemnification. Customer acknowledges that the care, training, transportation and showing of horses involves an inherent risk of injury, disease and death to both the horses and people participating in these activities. Kiesner Training prides itself on providing the best possible care for their customer's horses, but losses can occur despite the best of intentions. Therefore, customer agrees that Kiesner Training, Inc., its Affiliates, Representatives, Officers, Directors, Agents, Contractors, and employees (hereby collectively called Kiesner Training) SHALL NOT BE LIABLE for any sickness, disease, astray, theft, injury or death that may be suffered by any horse while in their custody nor for any loss, damages, or injury arising out of or connected with breeding, boarding, conditioning, training, or any other services pursuant to this contract. Customer fully understands, authorizes and assumes the special risk inherent in conditioning, training, swimming, breeding, and transporting horses, and acknowledges that mortality and other insurance is customer's sole responsibility and remedy for any loss. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED. In no event shall customer's remedy exceed the amount paid for the service complained of. Kiesner Training shall also not be liable for any personal injury, disability, or death which the customer or his agent, representatives or family may receive while on Kiesner Training's premises or participating in any show or event off of the premises. Customer agrees to pay all expenses and attorney's fees incurred in defending any claims made against Kiesner Training for any loss covered by this paragraph. Kiesner Training also shall not be responsible for stolen or broken tack owned by client and in Kiesner Training's possession for use with customer's horse(s).

5. Acceptance. This contract is effective when approved and executed by Kiesner Training to customer, which reserves the sole right to refuse to accept any horse at its sole discretion, and to return any horse at Customer's sole expense.

6. Vaccinations. Customer warrants that the horse(s) is/are free of all communicable disease upon arrival at Kiesner Training. On or prior to arrival, customer shall provide current vaccinations for equine influenza, tetanus, sleeping sickness, and Rhino, and a negative Coggins (swamp fever) test performed within six (6) months prior to arrival. If the horse(s) arrive without records of such vaccinations and tests, Kiesner Training may, at its option, reject the horse or order the vaccinations and test at Customer's sole expense.

7. Vet Care. Kiesner Training is hereby appointed Customer's agent and authorized to take all actions and incur for Customer all obligations necessary to maintain and provide all reasonable care for the horse(s), including without limitation vaccination, worming, Coggins test, dentistry, lameness treatments, medical treatment for injury or illness, farrier care, regular breeding cultures, and other veterinary needs, including emergency surgery, at its discretion, at Customer's sole expense. Kiesner Training will attempt to contact Customer and/or its insurer before authorizing any non-routine or emergency care if the health of the horse will not be compromised thereby.

8. Sales Commission. For any horse sold while at Kiesner Training or in its care, Customer agrees to pay a commission of fifteen percent (15%) of the sales price to Kiesner Training, Inc. regardless of whether Kiesner Training is the procuring cause of the sale.

9. Foaling Fee. Customer agrees to pay a foaling fee on the schedule of fees if the mare foals while in Kiesner Training's custody, regardless whether such services were requested.

10. Payment. Training and conditioning fees are billed at the first of the month and are due when billed. All horses whose bills are 30 days in arrears will be sent home or put on board until such time as the bill is paid in full. No horse will be trained if payments are not current. Interest at the rate of one and one-half percent (1 ½%) shall be charged and paid on all balances unpaid and overdue for thirty (30) days.

11. Release. Customer agrees that all outstanding balances due under this Agreement and incurred by Kiesner Training on Customer's behalf shall be paid prior to release of the horse. If a stallion owner asserts a contractual or statutory lien on Customer's mare for a stud fee, Customer authorizes Kiesner Training to honor such stallion owner's demand that the mare not be released to Customer until such lien is satisfied, and Customer will continue to be responsible for board fees until the horse is released. Customer shall make arrangements for the horse's release at least 48 hours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood test, vaccinations and health certificates, whether through Kiesner Training's veterinarians or otherwise. Upon removal of the horse from its stall before loading the horse for shipment, Customer assumes full responsibility and releases Kiesner Training from any responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.

12. Lien. Customer grants Kiesner Training a lien and security interest in the horse and any foal in utero or at Kiesner Training to secure payment of all obligations and amounts due under this or any other contract with the Kiesner Training. Kiesner Training may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract with the county and state in which it believes the horse or foal to be kept, or where the Customer resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement. At any time, the Customer's balance is unpaid for thirty days, or Customer is otherwise in default of this or another contract with Kiesner Training, Kiesner Training may foreclose its security interest in the horse. Ten (10) days' notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.

13. Nonassignability. Customer may not assign any rights or delegate any duties under this contract without the written consent of Kiesner Training.

14. Waiver. No delay or failure by Kiesner Training to exercise any rights or remedy shall be deemed a waiver of that or any other right or remedy.

15. Entire Agreement; Construction; Jurisdiction, Attorney Fees. This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing. Headings are for convenience only and are not part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The contract shall be construed and governed by the laws of Tennessee. Because this contract is to be performed primarily at Kiesner Training's facility and is to be governed by Tennessee Law, Customer agrees that all disputes connected with this contract shall be proper only in Blount County, Tennessee. If a lawsuit is filed with respect to this contract or any of the transactions or communications between the parties regardless of the theory of action asserted, Kiesner Training forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs for such a suit.

Customer Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Kiesner Training Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Kiesner Training, Inc.

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