

## **Ron Copple Training Stables Board and Training Agreement**

Owner agrees to pay Ron Copple Training Stables (Trainer) the sum of \_\_\_\$900.00\_\_\_ per month per head of horses boarded (\$450.00 to Serenity Farm) and trained (\$450.00 to Ron Copple), subject to the terms and conditions hereof. Board and Training invoices will be issued prior to each month, and must be paid on or before the first of the month with a five day grace period. If payment isn't received on the due date or prior to the end of the five day grace period, then a late fee of \$25.00 per horse will be added to the next months board and training invoice.

**Default and Lien:** As a training facility, Ron Copple also has the right to put a Lien on the agreed upon horse or horses for the reasons stated. Owner shall be in default under the terms of this Agreement if all amounts due to Trainer are not paid as of the thirtieth (30<sup>th</sup>) day of such month ("Date of Default"). Pursuant to Washington law, a Trainer's Lien shall attach to Owner's horse in favor of Trainer as of the Date of Default. (RCW 60.56). Trainer shall be authorized to retain possession of Owner's horse until amounts due by Owner, with interest, are paid. Within one hundred and eighty (180) days of the attachment of Trainer's Lien, it is agreed that Trainer may enforce such lien according to Washington's Agister Lien statute (RCW 60.56) and the laws of the state of Washington.

**Veterinary care/Horse shoeing:** Owner authorizes Ron Copple to obtain all necessary Farrier and Veterinarian care to maintain the horse in good health. Trainer will notify Owner of any injury or illness to its horse as soon as it is practical after the problem is discovered. Trainer may, at his/her discretion, arrange for veterinary or alternative equine health care by qualified practitioners for owner's horse. Owner agrees to pay on a timely basis, all such expenses. Trainer may administer medications to Owner's horse. Owner waives all potential claims and agrees to indemnify and hold Trainer harmless if, as a result of Trainer's administration of medication, Owner's horse dies or is injured. Owner shall bear all costs of all transportation, Veterinary, entry fees, Farrier, and special equipment that Ron Copple may deem necessary for the proper care, maintenance and showing of owner's horse.

**Insurance:** During the time that the horse is in the custody of Trainer, Trainer shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever arising out of, or being connected in any way with boarding, training, showing, breeding or sale consignment of the horse. This includes, but is not limited to, any personal injury or disability which the horse owner or owners may receive while on Ron Copple Training Stable's premises. The horse owner fully understands that the Trainer does not carry any of the training horses or Owner's tack, that are in their possession on any public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with boarding, training, showing, breeding or sale consignment of the horse or horses are to be borne by the horse Owner.

**Terms Binding on Heirs and Successors:** All terms and conditions of this Agreement shall be binding on the heirs, administrators, successors, and assigns of Owner and Trainer.

**Merger Clause/Attorneys Fees:** Trainer and Owner agree that all terms and conditions governing this Agreement are provided for herein, and that there are no separate oral agreements, which shall affect the terms of this Agreement. Legal actions which may be required to enforce any aspect of this Agreement shall occur under Washington law in Thurston County, Washington District or Superior Court. Notice or Service of Process in connection with any legal action arising under the terms of this agreement shall be deemed received so long as either party mails such notice by regular U.S. mail to the other party's address as listed herein. All costs and attorney fees incurred as the result of any foreclosure actions arising under this Agreement shall be paid by the Owner. Costs and attorney fees, which are incurred as the result of any other dispute arising under this Agreement shall be paid by the non-prevailing party.

I have received, read, and understand Ron Copple's program description, policies, and charges and I'm willing and able to meet the obligations and requirements herein.

Dated: \_\_\_\_/\_\_\_\_/20\_\_\_\_ Owner: \_\_\_\_\_

Horses name: \_\_\_\_\_

Approved by: \_\_\_\_\_ Carrie Copple \_\_\_\_\_