

The Law Offices of Bing I Bush located in San Diego, CA and Lexington, KY, as a service to our clients offers some of the most commonly used forms for use as "boiler plate" documents. These forms are obtained from various sources and we strongly recommend you confer with counsel to insure this document is appropriately reviewed to meet your legal needs. For more information go to www.horselawyers.com, or call 800.745.9336.

Race Horse Training Agreement

This Agreement is made _____ (date), by and between _____ (hereinafter "Owner"), and _____ (hereinafter "Trainer").

Whereas, Owner is the legal owner of certain thoroughbred horses described in paragraph 1 bred for racing and desires to have these horses trained and raced. Trainer is a thoroughbred racehorse Trainer and agrees to train and race said horses.

In consideration of the covenants and agreements herein set forth, the parties agree to the following terms:

1. Description & Delivery of Horses: Owner agrees to deliver the following horses to Trainer, to be trained in race at racetracks throughout the State of California.

| Name | Age | Color | Sex | Reg.No. |
|-------|-------|-------|-------|---------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

2. Payment for Training: Owner agrees to pay Trainer _____ dollars (\$_____) per day per horse trained in/or raced, subject to the provisions and Paragraph 7. This daily charge shall be payable on or before the seventh (7) day of each month.

3. Trainer's Duties: Trainer shall train and race the horses and feed and care for them, subject to Paragraph 4 of this Agreement, in a manner consistent with accepted racehorse training practices in the state of California. Trainer, at his discretion, shall decide when any of Owner's horses are sufficiently trained to be entered in a race, and Trainer has discretion to decide what type of race any horse may be entered in and how often each course should be raced except that:

(a) Trainer shall not enter any of owner's horses and in claiming race for the sum of _____ dollars (\$_____) or less without prior consent of Owner.

(b) Trainer shall not enter any of Owner's horses in any races which Trainer has another horse in his/her barn that is to be entered in the same race, without prior written consent from Owner.

4. Expenses: Owner shall bear of the cost of transporting the horses from one track to another or otherwise, veterinary and farrier fees, costs of preparation of racing silks, jockey fees, pony leads, and/or any costs of equipment that Trainer deems necessary to the proper training and racing of any of Owner's horses, in addition to insurance costs as set forth in Paragraph 8 below.

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5. Accounting & Billing: Trainer shall pay all expenses referred to in Paragraph 4, except insurance costs, keep an accurate account of said expenses, and bill Owner for the same at the end of each month.

6. Other Compensation to Trainer and Jockey: In the event that any of Owner's horses win a race, Owner shall deduct from Owner's share of the purse money twelve percent (_____%), to be paid to Trainer over and above any other compensation provided for under this Agreement. In the event that any of Owner's horses run do not win a race, but do run finish in a position resulting in a purse money won, Owner shall deduct from Owner's share of the purse money ten percent (_____%), to be paid to Trainer over and above any other compensation provided for under this Agreement.

In addition, in the event that any of Owner's horses win a race, Owner shall deduct ten percent (_____%) from such purse money and cause the same to be paid to the jockey riding Owner's horse in the winning race, in addition to regular jockey fees.

7. Horses Out of Training: If, during this agreement, any of Owner's horses are taken out of training after being put into training, Owner shall pay the cost of boarding, feeding, veterinary services and medicine, and transportation in maintaining any such horse, but shall not pay Trainer compensation for training as set forth in Paragraph 2. Trainer shall notify Owner as soon as it is known that Owner's horse is or has been removed from training. Owner will pay a reduced daily fee after notification that Owner's horse has been removed from training and is transported off the racetrack premises.

8. Insurance: Owner is responsible for procuring any and all insurance to protect Owner from losses of any type to Owner's horses.

9. Risk of Loss & Indemnification: Trainer shall not be liable for accident, injury, disease, theft or death of any Horse while in Trainer's custody. Owner agrees to defend, indemnify and hold harmless Trainer to the fullest extent permitted under California law from all liability or claims, demands, actions, costs, and/or damages, for or arising out of training and racing Owner's horses, unless caused solely by the negligence of trainer, his agents or employees.

10. Ownership: Owner represents and warrants to Trainer that it is the Owner of the horse(s) free and clear of all liens and encumbrances whatsoever. The Owner agrees to notify the Trainer of a sale of all or any interest in the horse within seven (7) days after such event occurs. Notwithstanding a sale of all or any interest in the horse, the Owner shall remain fully bound by the terms of this Agreement unless otherwise indicated in writing signed by both parties hereto.

11. Lien/Costs Trainer shall have a lien on the horse(s) for all unpaid boarding in other charges resulting from the boarding of the horse(s) pursuant hereto. Owner agrees that in the event that the specified boarding charges are not paid within thirty (30) days after they become due and payable, in accordance with the terms hereof, Trainer may exercise its 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.

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In the event such sale does not secure a sufficient price to pay the costs of training, board, and other charges, plus the costs of such sale, Owner shall immediately pay to Trainer the sum of \$500.00 plus any and all costs of the such sale, including attorneys' fees, as liquidated damages for the breach of this Agreement by Owner.

12. Amendment of Agreement: This Agreement may be amended at any time by writing into the provisions herein set forth, the description of any additional racing stock desired by both parties to be placed within the terms of this agreement, and the amendment must be initialed by both parties.

13. The Duration and Termination of Agreement: This Agreement shall commence _____, and terminate by cancellation upon ten (10) days written notice to the other party, provided all funds owed to Trainer are paid before Owner takes possession of said horses.

14. Racing Name: Owner's horses shall be raced in the name of _____, Owner.

Owner:

Signature:

Street

City, State, Zip Code

Telephone Number

DATE: _____

Trainer:

_____ Sig
nature:

Street

City, State, Zip Code

Telephone Number

DATE: _____