

TNT Quarter Horse, LLC 2468 County Road 346 Milano, Texas 76556

# Clinic / judging Contract

This agreement is made between TNT Quarter Horses LLC, hereinafter referred to as "Clinician", and

\_\_, hereinafter referred to as "Organizer".

## 1. Services

All bills must be paid upon receipt. Late charge of \$25 plus an additional 18% interest on balances over 14 days old. NSF fee of \$30 on all returned checks. A 10% non-refundable deposit must be paid and returned with the signed contract to hold requested dates. The deposit will be applied to the clinic charges. Deposit will be refunded if the clinician is unable to provide services on the requested dates. Weather does not constitute a refund and is considered an act of God. Deposits and travel expenses are not refunded for any reason if the Organizer cancels the clinic.

**a.** Clinic: \$850 per day. (15 riders max per day if group format (groups of 3 for 90-minute sessions). Max of 10 riders per day if individual format (45 min sessions. Max of 8 riders if 60-minute sessions). Clinic fees are due at the close of the lastclinic day. Clinician must approve clinic format. Two 8-hour travel days included.

**b.** Judging: \$500 per day up to 30 competitors. Over 30, additional \$15 per competitor. Two 8-hortravel days included.

**c.** Additional Travel days: 4hrs or less \$75 per travel day. More than 4hrs is \$125 per travel day. Due at the conclusion of show/clinic.

**d.** Travel: Expenses related to travel which include but are not limited to airfare, travel to and from airports, airport parking, rental cars, meals, mileage to clinic location if driving, boarding for horses if clinician is bringing horses, lodging, etc. Travel must be paid when the bill is submitted to Organizer.

## 2. Travel / Lodging Requirements

- a. Hotel or private bedroom- if flying
- b. Parking / 30amp Electric plug in for trailer if driving
- c. Lodging for horses if necessary

## 3. Liability and Indemnification

For the purpose of this contract **ANY PERSON** under the instruction of TNT Quarter Horses, LLC, associated with TNT Quarter Horses LLC on or off the premises of TNT Quarter Horses, LLC is **REGARDED AS A PARTICIPANT**. Organizer agrees to indemnify and hold clinician, or any person associated with clinician harmless for any loss, injury, death, illness, and or accident including consequential damages. Organizer understands the dangers associated with equine activities and takes full responsibility for injury, illness, or death and agrees to hold clinician harmless. The organizer shall bear all risk of loss from the death or any harm to said horse or participants. AN **EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.** The

organizer takes full responsibility for informing any persons which they allow to attend clinics of the dangers associated with being an equine participant, including but not limited to death. TNT

Quarter Horses, LLC take no responsibility for any injuries, or any damages caused to participants, horses or participant properties while under instruction of clinician. TNT Quarter Horses, LLC is not responsible for any injuries or any illnesses, including death. Organizer and all participants agree and realize the severity of injuries and damages caused by animals including but not limited to death, paralysis, head injuries, broken bones, etc. and agree TNT Quarter Horses, LLC is not to be held responsible for said injuries and damages. TNT Quarter Horses, LLC or anyone associated with TNT Quarter Horses, LLC shall not be held responsible for death, injury, illness, accident, fire, or

theft of horse and equipment.

All participants under 18 riding are required to wear protective headgear when mounted. All riders working over jumps must wear protective headgear. Riders over 18 may choose not to wear protective headgear, though it is strongly recommended by TNT Quarter Horses, LLC all riders should wear protective headgear for their safety. If the rider chooses not to wear protective headgear, they assume all responsibility for injuries and damages caused from the lack of protective headgear and can in no way hold TNT Quarter Horses, LLC responsible for these injuries. There are no warranties or guarantees expressed or implied. The clinicianmakes no guarantees that the results of clinic will be favorable. Every horse and rider aredifferent and learns at their own speed.

#### 4. Termination

Either party may terminate this agreement. In the event of a default the wronged party has the right to recover attorney's fees and court costs, resulting from this failure of either party to meet the material terms of this agreement.

A minimum of thirty-days' notice of cancellation is required. If cancelled within 30 -days of contracted dates, organizer is responsible for all costs and fees associated with the clinic as outlined in this contract. Travel expenses are not refundable at any time.

## 6. Governing Law

The parties acknowledge that this agreement is made within the state of Texas and shall be construed and enforced under the law of the State of Texas.

#### 7. Entire Agreement

This constitutes the entire agreement between the parties. Any modifications or additions MUST be in writing and signed and/or initialed by both parties to this agreement. Organizer has read attached rules, regulations, and maintenance requirements and agrees to them.

| Organizer Signature                          |  |
|--|--|
| Date   |  |
| Clinician Signature                          |  |
| Date   |  |
| Clinic Location                              |  |
| Dates  |  |
| Drive or Fly (as agreed upon with clinician) |  |
| Nearest Airport if flying                    |  |