

Equine Training Contract

This Professional Equine Training Agreement is made as of _____, 20 _____

between _____ (“Trainer”)

and _____ (“Client”).

1. **Purpose of Agreement.** Trainer is a professional equine trainer and Client wishes for Trainer to provide training and related services for one or more of Client’s horses.
2. **Horse.** This agreement will apply to the horse described in Attachment B (“Horse”).
 - 2.1. **Horse’s Physical Condition and Behavioral History.** Check one:
 - Horse’s physical condition and behavioral history is as specified in Attachment C.
 - Client makes no representation about Horse’s physical condition.
 - Other (please describe): _____
 - 2.2. **Horse’s Ownership.** Check one:
 - Client is the sole lawful and registered owner of Horse.
 - Client represents and warrants that Client has full authority from the Horse’s lawful and registered owner(s), via a valid written lease agreement or other similar documentation, to enter into agreements with Trainer regarding the Horse. Upon request, Client shall provide Trainer with a copy of such documentation.
 - Other (please describe): _____
3. **Client’s Representations and Warranties.** Client makes each of the following representations and warranties on behalf of Client, and Client’s guardians, heirs, assigns and legal representatives (collectively, the “Client Parties”):
 - (a) Client is at least 18 years of age and has the requisite authority to enter into this Agreement upon behalf of the Client Parties.
 - (b) Client does not have any physical or mental conditions that may prevent Client from safely participating in horse-related activities, including mounting, dismounting, riding, leading, grooming or otherwise being around horses and other large animals.
 - (c) Client is not under the influence of alcohol or drugs at the time Client enters into this Agreement, nor will Client be under the influence of alcohol or drugs when present at Trainer’s facility or participating in any horse-related event during the term of this Agreement.
4. **Evaluation Period.** Check one:
 - No evaluation period shall be required. Horse shall enter Trainer’s training program when the term of this Agreement begins.
 - Before agreeing to train Horse, Trainer will require an Evaluation Period as specified in Attachment D.
5. **Training Services.** Trainer currently offers the training program(s) specified in Attachment E. Prior to beginning training, Trainer will meet with Client to discuss Client’s goals for each Horse and then develop a training program designed to work toward such goals. Trainer will continue to discuss the training program with Client from time to time and will make adjustments as indicated throughout the term of this Agreement.
6. **Trainer Offers No Warranty.** Client understands that Trainer offers no guarantee or warranty of any kind regarding Trainer’s services. In particular, Client understands that while Trainer will develop a training program for Horse designed to meet Client’s goals, Trainer can offer no guarantee that Client’s goals will be met within the time period that Client would like, or at all. Each horse is an individual and will progress at its own rate and according to its own talents and limitations.



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- 7. Client's Role in Training Program.** Check one:
- Client has no obligations to participate in Trainer's training program.
 - Client understands that Trainer's training program is designed to be interactive and inclusive of Client. Client agrees that Client's role in training Horse is essential and accordingly, Client agrees to diligently follow all of Trainer's instructions and meet the participation obligations specified in Attachment F.
- 8. Location of Horse during Training.** During the term of this Agreement, Horse shall be kept at the location(s) specified in Attachment G.
- 9. Competitions.** Trainer's competition policy is as specified in Attachment H.
- 10. Required Tack and/or Equipment.** Check one:
- Client is not required to provide any specific tack or equipment for Horse during the term of this Agreement.
 - Client is required to provide the items of tack and/or equipment for Horse specified in Attachment O during the term of this Agreement.
- 11. Additional Services.** Client agrees to pay for any additional services provided to Horse and/or Client during the term of this Agreement at the rates set forth in Attachment I.
- 12. Payment Terms.**
- 12.1. Payment Due Dates.** Due dates for payment shall be as set forth in the applicable attachment describing the item or service and its price.
- 12.2. Late Payments.** Any payment not received within _____ days of the applicable due date shall be considered late. Payment must be made in full to be considered timely.
- 12.3. Penalty for Late Payments.** If any payment is late, Client will owe a late fee of \$ _____ for each such late payment (or, if lower, such amount permitted by law). If any payment is _____ days or more past due, Client will also owe interest in the amount of _____ % per year (or, if lower, such amount permitted by law) on the past due amount.
- 12.4. Penalty for Dishonored Payment Instruments.** If any check or other payment instrument issued by or on behalf of Client is dishonored for any reason, Client must immediately pay cash in the amount of the payment instrument, plus any bank charges that the payee may incur as a result of the dishonored payment instrument.
- 12.5. Trainer's Lien on Horse.** Client understands and agrees that Trainer has a general lien on Horse for amounts due to Trainer under this Agreement. Accordingly, Client may not remove Horse from Trainer's possession until all amounts due under this Agreement are paid in full.
- 13. Responsibilities for Horse Care.** Horse health care requirements are as set forth in Attachment J.
- 14. Insurance.** Trainer highly recommends that Client obtain mortality, major medical and loss of use insurance on Horse. Obtaining and maintaining such insurance is Client's sole responsibility. It is also Client's sole responsibility to seek any pre-authorizations for treatment required by Client's insurer(s) and to otherwise provide any information or documentation that Client's insurer(s) may require. Further, Client shall be solely responsible for managing any claims submitted to Client's insurer(s), including the submission of information and documentation necessary or advisable for Client's insurer(s) to process such claims.
- 15. Property Damage.** Client agrees that Client will pay for any property damage caused by Client, Horse or Client's guests, except for damage that is normal wear and tear.
- 16. Term and Termination of Agreement.**
- 16.1. Term.** Client and Trainer agree that the term of this Agreement will be (check one):
- Month-to-month, beginning on _____, 20____
 - For a fixed term, beginning on _____, 20____ and ending on _____, 20____.
 - Other (please specify): _____
- _____
- 16.2. Extension of Term.** At any time, Client and Trainer may mutually agree to extend the Training Period.



- 16.3. Termination for Any Reason.** Client and Trainer each have the right to terminate this agreement prior to the end of the term of this Agreement for any reason. Except as specified in Section 16.4, the terminating party must provide _____ days' written notice to the other party.
- 16.4. Termination for Cause.** Client understands and agrees that if Trainer determines, in Trainer's sole discretion, that Client has materially breached this Agreement, Trainer may terminate this agreement for cause upon _____ days' written notice to Client. Examples of material breach include, but are not limited to, breach of Sections 3 and 12. Client also understands and agrees that personality match and other subjective factors are important to a horse training relationship. Likewise, Client understands that safety is a paramount concern. Therefore, if Trainer determines at any time, in his or her sole discretion, that Horse poses a danger to Client, Trainer or others, or that Horse and/or Client are not a good fit for Trainer's program, Trainer may terminate the Agreement for cause pursuant to this section.
- 16.5. Trainer's Lien and Removal of Horse upon Termination.** Client understands and agrees that all amounts due pursuant to this Agreement must be paid in full before Client will be permitted to remove Horse from Trainer's possession. If, on the _____ day after the termination date of this Agreement, Horse is still in Trainer's possession, Horse will automatically become the property of Trainer and Client agrees to forfeit Client's interest in Horse, regardless of Horse's value. Accordingly, Trainer may sell, transfer, give away or otherwise dispose of Horse without further notice to or permission from Client, and Trainer may retain any and all proceeds to apply against amounts owing to Trainer from Client and as compensation for administering the sale, transfer, donation or disposition of Horse. Client agrees to take such steps as may be necessary to transfer title to Horse to Trainer, including execution of registry transfer forms and delivery of original registration papers to Trainer. Client agrees that Trainer has no obligation to notify Client of the Horse's presence at Trainer's facility, or otherwise notify Client before Horse becomes the property of Trainer. Any notifications from Client to Trainer will have no effect on the operation of this section unless Trainer agrees to any modifications in accordance with Section 20. **To the extent that any law or regulation may provide for rights and duties beyond those set forth in this section, the parties agree to waive such rights and duties and agree that this section will control.**
- 16.6. Removal of Client's Personal Property upon Termination.** Client must remove all of Client's personal property from Trainer's possession upon termination of this Agreement. Items remaining in Trainer's possession following termination of this Agreement will be subject to a storage fee as set forth in Attachment I. On the _____ day after the termination date of this Agreement, all personal property of Client remaining in Trainer's possession will automatically become the property of Trainer and Client agrees to forfeit Client's interests in such property, regardless of the value of such property. Accordingly, Trainer may sell, transfer, give away or otherwise dispose of such property without further notice to or permission from Client, and Trainer may retain any and all proceeds to apply against amounts owing to Trainer from Client and as compensation for administering the sale, transfer, donation or disposition of such property. Client agrees to take such steps as may be necessary to transfer title to such personal property to Trainer. Client agrees that Trainer has no obligation to notify Client of the presence of Client's personal property at Trainer's facility, or otherwise notify Client before such personal property becomes the property of Trainer. Any notifications from Client to Trainer will have no effect on the operation of this section unless Trainer agrees to any modifications in accordance with Section 20. **To the extent that any law or regulation may provide for rights and duties beyond those set forth in this section, the parties agree to waive such rights and duties and agree that this section will control.**
- 16.7. Costs Incurred Following Termination.** If Horse remains in Trainer's possession following termination, Client understands that although Trainer will discontinue training Horse, Client will continue to incur board, fees and other expenses as set forth in this Agreement. All such amounts must be paid in full before Client will be permitted to remove Horse from Trainer's possession. Similarly, all personal property of Client remaining in Trainer's possession following termination of this Agreement will continue to incur storage fees as set forth in Attachment I, and all such fees must be paid in full prior to Client taking possession of such personal property.
- 17. Limitation of Liability, Assumption of Risks, and Hold Harmless and Indemnification Agreement.**
- 17.1. Safe Behavior around Horses.** To help prevent injuries and/or death, Client agrees to follow carefully all instructions given to Client by Trainer or Trainer's employees regarding horse behavior and handling. Client agrees to follow carefully all barn rules and use tack and other equipment only as directed by Trainer or Trainer's employees.



- 17.2. Safe Riding Attire.** Client agrees to wear heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when handling or riding horses and an ASTM/SEI certified safety helmet fastened securely under the chin while riding. If Client does not wear these items, Client assumes the increased risk of injury or death associated with Client failing to wear such protective attire. Client agrees that Trainer has no duty to provide safety attire for Client.
- 17.3. Risk of Loss of or Injury to Horse.** Client understands that putting Horse in any training program is inherently risky. For example, in common areas, such as arenas, tie racks and wash racks, other horses could bite, kick, run into or otherwise injure Horse. Horse may lose weight and suffer muscle strain or other stress- or labor-induced injuries. Horse may be allergic to feed or bedding materials and it may catch diseases or other contagious conditions from other horses. Farm machinery, traffic or other hazards may spook Horse. Horse may become cast or otherwise become injured in stalls, paddocks and pastures. In wet or cold weather, the facilities where activities take place pursuant to this Agreement, including paddocks, round pens and arenas, may become muddy or slippery, injuring Horse. The facilities where activities take place pursuant to this Agreement may contain defects. For example, footing at such facilities, including round pen, paddock and arena footing can contain holes, rocks, uneven portions or otherwise be unpredictable. As at any equine facility, there is always a risk of fire or theft. Each horse is an individual and accordingly, Horse may react unexpectedly to Trainer's training methods, causing injury to or loss of Horse. **Client understands and expressly assumes all risks of putting Horse in training, including the risk that Trainer and/or Trainer's shareholders, officers, directors, members, managers, employees, agents, contractors and family members (collectively, the "Trainer Parties") may be negligent. Accordingly, Client agrees to hold the Trainer Parties harmless for loss of or injury to Horse.**
- 17.4. Risk of Loss or Damage to Client's Property.** Client understands that keeping personal property, such as tack, equipment, feed, automobiles or horse trailers, at any equine facility is inherently risky. For example, property may be damaged or stolen by other clients, rodents and other wild animals, horses, weather conditions, earthquakes or fire. **Client understands and expressly assumes all risks of keeping personal property in Trainer's possession or otherwise at an equine facility, including the risk that the Trainer Parties may be negligent. Accordingly, Client agrees to hold the Trainer Parties harmless for loss of or damage to Client's property. Client understands and agrees that Client is solely responsible for safeguarding and insuring Client's own property.**
- 17.5. Risk of Loss of or Injury to Horse during Hauling.** Client understands that transporting horses is inherently dangerous and expressly assumes the risks associated with having the Trainer Parties haul Horse. In particular, during loading or unloading, Horse may fall, rear up, bolt or otherwise become injured or die. During hauling, Horse may fall down, rear up or otherwise become injured or die. The Trainer Parties' trailer, hitch or hauling vehicle equipment may malfunction or fail, causing injury or death to Horse. Other horses in or near the Trainer Parties' trailer may cause injury or death to Horse. The Trainer Parties may be involved in a motor vehicle accident while hauling Horse, and Horse may become injured or die as a result. **Client expressly assumes all risks of having the Trainer Parties haul Horse, including the risk that the Trainer Parties may be negligent. Accordingly, Client not to sue the Trainer Parties or otherwise make a claim against the Trainer Parties in connection with any injury or death associated with the Trainer Parties hauling Horse.**
- 17.6. Risk of Injury or Death to Client.** Client understands that horse-related activities, even under the supervision of an equine professional, are inherently dangerous and expressly assumes the risks associated with handling, caring for and riding horses pursuant to this Agreement. Client understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Client or others. The facilities where activities take place pursuant to this Agreement may contain defects. For example, footing at such facilities, including round pen, paddock and arena footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. **Client expressly assumes all risks of engaging in horse-related activities pursuant to this Agreement, including the risk that the Trainer Parties may be negligent. Accordingly, Client agrees upon behalf of him- or herself, his or her heirs, guardians and legal representatives (collectively, the "Client Parties"), not to sue the Trainer Parties or otherwise make a claim against such parties in connection with any injury or death occurring in connection with this Agreement.**



- 17.7. Trail Riding Risks.** Client understands that riding horses outside of designated riding areas such as arenas and round pens (“Trail Riding”) is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Client to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Client. Client understands that the Trainer Parties do not inspect or maintain any trails or paths, on or off of the training facility premises, and the Trainer Parties make no warranty whatsoever regarding the safety of paths and trails. Client understands and expressly assumes all risks associated with Trail Riding, including the risk that the Trainer Parties may be negligent and agrees upon behalf of the Client Parties not to sue the Trainer Parties or otherwise make a claim against such parties in connection with Trail Riding.
- 17.8. Waiver of Unknown Claims.** Client understands that Client’s state laws or regulations may contain provisions designed to prevent Client from waiving claims that are unknown to Client at the time Client agrees to a waiver of claims. **Client agrees to waive all rights that the Client Parties might otherwise have under such laws or regulations.**
- 17.9. Client’s Indemnification Agreement.** Client agrees to defend, indemnify and hold the Trainer Parties harmless against all claims, demands, and causes of action, including costs and attorneys’ fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for Client’s benefit or the benefit of any of the Client Parties, or brought by others against the Trainer Parties in connection with Horse, or any action or inaction taken by Client, Client’s guests, family members, agents, employees or contractors.
- 17.10. Limitation of Trainer Parties’ Liability.** Under no circumstances shall the Trainer Parties, or any of them, be liable to the Client Parties, or any other parties, for any special or consequential damages pursuant to this Agreement. In addition to the other limitations on the Trainer Parties’ liability set forth in this Agreement, under no circumstances shall the Trainer Parties’ liability pursuant to this Agreement exceed the total amount of compensation actually received by Trainer pursuant to this Agreement.
- 18. Contact Information and Notices.**
- 18.1. Form of Notice.** Notices given pursuant to this agreement must be in writing to the addresses set forth in Attachments K and L and delivered via a method that provides evidence of receipt, such as Federal Express. Email shall not be considered effective notice unless acknowledged by the receiving party.
- 18.2. Changes in Contact Information.** Each party shall have the duty to notify the other parties immediately upon a change in contact information. If a party does not provide the other parties with notice of changes, a notice delivered to the last contact information given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.
- 19. Assignment or Transfer.** No party may assign or transfer this agreement without the prior written consent of the other parties.
- 20. Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
- 21. Governing Law and Venue.** This agreement shall be governed by the laws of _____ (state). The parties hereby agree that any legal action under the Agreement must be brought in _____ County, _____ (state).
- 22. Attorneys’ Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, “expenses” will include the following costs actually incurred by the prevailing party: Attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.
- 23. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect



without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

24. Attachments. The terms and conditions contained in the following attachments are incorporated into this Agreement, and the parties agree that such attachments need not be separately signed to be effective (check as applicable):

- A – Training Client Intake Form
- B – Horse Description
- C – Horse’s Physical Condition and Behavioral History
- D – Evaluation Period Terms and Conditions
- E – Training Program Options
- F – Client’s Participation Obligations
- G – Location of Horse during Training
- H – Competition Policy
- I – Price List for Other Items
- J – Horse Health Care Requirements
- K – Client’s Contact Information
- L – Trainer’s Contact Information
- M – Personal Property Accompanying Horse
- N – Client’s Health Insurance Information and Authorization for Medical Treatment
- O – Required Tack and Equipment
- P – Other Terms and Conditions

Client

Trainer

Signature: _____ Signature: _____

Name (printed): _____ Name (printed): _____

Date: _____ Title: _____

Date: _____



Attachment B Horse Description

This Training Agreement shall apply to (check one):

The horse described in the attached Training Client Intake Form

OR

The following horse:

Horse's show (registered) name: _____

Horse's barn name (nickname): _____

Horse is a (check one): Mare Gelding Stallion

Horse's color and markings: _____

Breed, breed registry and reg. no: _____

Tattoos, brands or other identifying marks: _____

Horse's age: _____

Horse's current value: \$ _____

Horse's owner(s) (if other than Client): _____

When did you purchase or otherwise acquire this horse? _____

For what purpose(s) did you acquire this horse (i.e., trail riding, breeding)? _____

Horse is insured? Yes No

If yes, horse is insured for (check as applicable):

Mortality in the amount of \$ _____

Major medical Colic surgery only Loss of use

Insurance company: _____

Name of insured(s): _____

Insurance telephone number: _____ Policy number: _____

Horse has an embedded microchip? Check one: Yes No Microchip #: _____

Horse has a passport? Check one: Yes No Passport #: _____ Country: _____



Attachment C Horse's Physical Condition and Behavioral History

Physical Condition.

Check as applicable:

- Horse's physical condition is as described in the attached Training Client Intake Form.
- To the best of Client's knowledge, Horse is in good physical condition, sound and free of contagious conditions, except for the following (please specify): _____

- Other (please specify): _____

Behavioral History.

Check as applicable:

- Horse's behavioral history is as described in the attached Training Client Intake Form.
- To the best of Client's knowledge, Horse has no current or past behavioral issues, either on the ground or under saddle or harness, except for the following (please specify): _____

- Other (please specify): _____



Attachment D Evaluation Period Terms and Conditions

Term of Evaluation Period. The Evaluation Period shall begin on _____, 20____ and end on the date specified below. If multiple options are checked, the Evaluation Period shall end on the earliest of the dates specified below.

- The date Trainer notifies Client that Trainer wishes to end the Evaluation Period
- The date Client notifies Trainer that Client wishes to end the Evaluation Period
- _____, 20____
- Other (please specify): _____

End of Evaluation Period. If at the end of the Evaluation Period, Trainer has accepted Horse for training, this Agreement shall continue in effect until terminated pursuant to Section 16. If at the end of the Evaluation Period, Horse will not continue in training with Trainer, this Agreement shall automatically terminate except that the following sections shall remain in effect: Sections 3, 12, 15, 16 and 17.

Cost of Evaluation. In addition to any other fees that may be specified in this Agreement, Client agrees to pay the following fees:

Evaluation of horse, per day	\$ _____
Evaluation of horse, per week	\$ _____
Other (please describe): _____	\$ _____

Other Evaluation-related Terms (please specify): _____



Attachment E

Training Program Options

Full Training Program

Availability. Check as applicable:

- Not available
- Offered on the following terms.

Price. Check as applicable:

- \$ _____ per month, per horse
- \$ _____ per day, per horse
- Other (please specify): _____

Payment Terms. Check as applicable:

- Payment is due in advance, on the _____ day of every month.
- Payment is due within _____ days after receipt of an invoice.
- Other (please specify): _____

Included Training Services. This training program includes (check as applicable):

- Approximately _____ rides or working sessions per week, Horse's health and soundness permitting.
- Other (please specify): _____

Board. This training program (check one):

- Includes board.
- Does not include board. Boarding fees are as specified in Attachment G.

Lessons. This training program (check one):

- Does not include lessons. Lessons are available by appointment at the rates set forth in Attachment I.
- Includes _____ lesson(s) for Client per week month. Additional lessons may be available by appointment at the rates set forth in Attachment I.
- Other (please specify): _____

Unused Lessons. Unused lessons in this training program (check one):

- Can be rolled over to the following week/month.
- Cannot be rolled over to the following week/month.
- Other (please specify): _____

Other Terms. (please specify): _____



Attachment E Training Program Options Partial Training Program

Availability. Check as applicable:

- Not available
- Offered on the following terms.

Price. Check as applicable:

- \$ _____ per month, per horse
- \$ _____ per day, per horse
- Other (please specify): _____

Payment Terms. Check as applicable:

- Payment is due in advance, on the _____ day of every month.
- Payment is due within _____ days after receipt of an invoice.
- Other (please specify): _____

Included Training Services. This training program includes (check as applicable):

- Approximately _____ rides or working sessions per week, Horse's health and soundness permitting.
- Other (please specify): _____

Board. This training program (check one):

- Includes board.
- Does not include board. Boarding fees are as specified in Attachment G.

Lessons. This training program (check one):

- Does not include lessons. Lessons are available by appointment at the rates set forth in Attachment I.
- Includes _____ lesson(s) for Client per week month. Additional lessons may be available by appointment at the rates set forth in Attachment I.
- Other (please specify): _____

Unused Lessons. Unused lessons in this training program (check one):

- Can be rolled over to the following week/month
- Cannot be rolled over to the following week/month.
- Other (please specify): _____

Other Terms. (please specify): _____



Attachment E Training Program Options

Other Training Program

Availability (check as applicable):

- Not available
- Offered on the following terms.

Price (check as applicable):

- \$ _____ per month, per horse
- \$ _____ per day, per horse
- Other (please specify): _____

Terms (check as applicable):

- Payment is due in advance, on the _____ day of every month.
- Payment is due within _____ days after receipt of an invoice.
- Other (please specify): _____

Included Training Services. This training program includes (check as applicable):

- Approximately _____ rides or working sessions per week, Horse's health and soundness permitting.
- Other (please specify): _____

Board. This training program (check one):

- Includes board.
- Does not include board. Boarding fees are as specified in Attachment G.

Lessons. This training program (check one):

- Does not include lessons. Lessons are available by appointment at the rates set forth in Attachment I.
- Includes _____ lesson(s) for Client per week month. Additional lessons may be available by appointment at the rates set forth in Attachment I.
- Other (please specify): _____

Unused Lessons. Unused lessons in this training program (check one):

- Can be rolled over to the following week/month
- Cannot be rolled over to the following week/month.
- Other (please specify): _____

Other Terms. (please specify): _____



Attachment F Client's Participation Obligations

Applicability to Client. Check as applicable:

- Other than as may be specified elsewhere in this Agreement, Client has no obligation to participate in Trainer's training program.
- Client has the participation obligations specified below.

Lessons. Check as applicable:

- Client has no obligation to take lessons.
- Client must take at least _____ lesson(s) from Trainer per month. (Refer to Attachment E regarding whether lessons are included in training program cost.)

Competitions. Check as applicable:

- Client has no competition obligations.
- Client must attend at least _____ competition(s) per season. Trainer shall have discretion to determine the competition season.
- Other (please specify): _____

Other Obligations. Check as applicable:

- Client must observe Trainer working Horse at least _____ time(s) per month.
- Client must ride or otherwise work with Horse on Client's own time at least _____ time(s) per month.
- Other (please describe): _____

- Other (please describe): _____



Attachment G Location of Horse during Training

Horse's Location. During the term of this Agreement (check as applicable):

- Client will keep Horse at Client's facility and trailer to Trainer's facility for training.
 - A haul-in fee of \$ _____ will be due at the time of each visit to Trainer's facility.
 - No haul-in fee shall apply.
- Horse will be kept at Trainer's facility and (check as applicable):
 - Board is included in the cost of training.
 - Board is at the cost shown below.
- Horse will be kept at the following facility and (check as applicable):
 - Board is included in the cost of training.
 - Board is at the cost shown below.
 - Client is responsible for contracting separately with the following boarding facility and paying such boarding facility directly for board.

Facility name: _____
 Contact person: _____
 Street address: _____
 Mailing address (if different from street address): _____
 City: _____ State: _____ Zip: _____
 Telephone: (_____) _____ Email: _____
 Website: _____

Boarding Fees. In addition to the other expenses set forth in this Agreement, Client agrees to pay the following (check as applicable):

- Boarding in private box stall, per horse, per month \$ _____
- Boarding in private stall with paddock, per horse, per month \$ _____
- Boarding in private paddock, per horse, per month \$ _____
- Boarding in shared paddock, per horse, per month \$ _____
- Boarding in shared pasture, per horse, per month \$ _____
- Boarding in _____, per horse, per month \$ _____
- Surcharge for stallion, per month \$ _____
- Other (please describe): _____ \$ _____

Board Payment Terms. (check as applicable):

- Payment is due in advance, on the _____ day of every month.
- Payment is due within _____ days after receipt of an invoice.
- Other (please specify): _____

Other Boarding-related Terms (please specify): _____



Attachment H Competition Policy

Attending Competitions. Check as applicable:

- Horse may only attend competitions with Trainer and/or Trainer's staff.
- Horse may attend competitions with Client that are pre-approved by Trainer.
- Client and Trainer shall confer in advance regarding which competition(s) Horse shall attend.
- Other (please specify): _____

Entries and Reservations. Check as applicable:

- Trainer shall be responsible for entering Horse and/or Client in all competitions. Client shall provide Trainer with copies of membership cards, registration papers and any other documentation necessary for Trainer to complete entries.
- Client shall be responsible for entering Horse and/or Client in all competitions.
- Trainer shall be responsible for reserving all competition stabling for Horse.
- Client shall be responsible for reserving all competition stabling for Horse.
- Trainer shall be responsible for reserving all lodging for Client during the competition.
- Client shall be responsible for reserving all lodging for Client during the competition.
- Other (please specify): _____
- Other (please specify): _____

Trainer's Compensation. For each competition that Trainer or Trainer's agent or employee attends with Horse during the term of this Agreement, Client agrees to pay the following fees upon receipt of an invoice from Trainer.

Hauling fees (check as applicable):

- \$ _____ per mile
- Flat rate per round-trip, to be determined based upon competition location
- Other (please specify): _____

Ride fees (check as applicable):

- \$ _____ per class
- Other (please specify): _____

Day care fees (check as applicable):

- \$ _____ per day (flat rate)
- \$ _____ per day, per horse
- Other (please specify): _____

Show prep fees (check as applicable):

- Clipping: \$ _____
- Braiding: \$ _____
- Other (please describe): _____ \$ _____
- Other (please describe): _____ \$ _____
- Other (please describe): _____ \$ _____

Trainer's Expenses. For each competition that Trainer or Trainer's agent or employee attends with Horse during the term of this Agreement (check as applicable):

- Client shall pay a pro rata share of Trainer's (and/or, as applicable, Trainer's employee's or agent's) out-of-pocket expenses incurred during the competition, including lodging, travel to and from the competition (if not included in hauling fee) and meals. Payment shall be due upon receipt of an invoice from Trainer.
- Client's pro rata share shall be determined based on (check one): Number of clients attending with Trainer Number of horses attending with Trainer.
- Client shall pay a flat daily fee of \$ _____ for Trainer's expenses (and/or, as applicable, Trainer's employees or agent's expenses. Payment shall be due upon receipt of an invoice from Trainer.
- Other (please specify): _____



Attachment H Competition Policy

Entry Fees and Associated Office Fees. For each competition that Trainer or Trainer’s agent or employee attends with Horse, Client agrees to pay the entry fees and association office fees as follows (check as applicable).

- Client shall provide Trainer with an “open check” (as described below) for payment.
- Client shall pay make payment arrangements directly with the competition office.
- Other (please specify): _____

Stall Fees and Associated Fees. For each competition that Trainer or Trainer’s agent or employee attends with Horse, Client agrees to pay the stall fees and associated fees as follows (check as applicable).

- Client shall provide Trainer with an “open check” (as described below) for payment.
- Client shall make payment arrangements directly with the competition office.
- Other (please specify): _____

Grooms, Braiders, Haulers and Other Independent Contractors. Client is responsible for paying the following parties at the time services are rendered (check as applicable):

- Haulers, as invoiced
- Grooms, \$ _____ per day
- Braiders, \$ _____ per job
- Tips for the following: _____
- Other (please specify): _____

Open Checks. An “open check” shall mean a check drawn upon Client’s personal or business account and executed by Client with the amount left blank. If Client’s check is returned for insufficient funds or otherwise not honored, Client will be responsible for any fees that the competition administrator may impose and/or that Trainer may incur. Following the competition, Trainer will promptly advise Client of the final amount of the check and upon Client’s request, provide Client with an itemized accounting of expenses included in the check amount.

Prizes and Prize Money. For all competition winnings that are earned by or with Horse during the term of this Agreement (check as applicable):

- Cash winnings shall belong: _____ % to Client, _____ % to Trainer.
- Cash winnings shall be calculated net of (check as applicable): Entry fees Stall fees Other competition fees (e.g., drug fees) Trainer’s compensation Other (please describe): _____

Non-cash winnings (e.g., coolers, trophies) shall belong to (check as applicable):

- Client
- Trainer
- Client and Trainer shall confer and mutually agree upon division of non-cash winnings.
- Other (please describe): _____

Awards Programs. Check as applicable:

- Client shall be solely responsible for enrolling Client and/or Horse in all awards programs, other than as may be specified below.
- Trainer shall be responsible for enrolling Client and/or Horse in the following awards program(s) (please specify): _____
- Other (please specify): _____

Other Competition-related Terms (please specify): _____



Attachment I Price List for Other Items

****Please note that training fees are as specified in Attachment E, board fees are as specified in Attachment G and competition fees are as specified in Attachment H.**

Lessons.

Per lesson \$ _____
Other lesson arrangement (please describe): _____ \$ _____

Other Services.

Handling Horse for veterinary, dental, farrier and other appointments, per appt \$ _____
Commission on sale of Client's horse (on total purchase price) _____ %
Commission on purchase of horse for Client (on total purchase price) _____ %
Commission on lease of Client's horse (on total lease compensation) _____ %
Commission on lease of horse for Client (on total lease compensation) _____ %
Storage fee for personal property left in Trainer's possession after termination, per day \$ _____
Surcharge for stallion, per month _____ \$ _____
Other (please describe): _____ \$ _____
Other (please describe): _____ \$ _____
Other (please describe): _____ \$ _____
Other (please describe): _____ \$ _____

Payment Due Dates.

Lesson fees shall be due (check as applicable):

- At the time of the lesson.
- On or before the _____ day of the month.
- Within _____ days after Client's receipt of an invoice from Trainer.
- Other (please specify): _____

Commissions shall be due (check as applicable):

- Within _____ days after Client enters into a sale, lease or purchase contract.
- Within _____ days after Client's receipt of an invoice from Trainer.
- Other (please specify): _____

Unless otherwise specified in this Agreement, all other fees shall be due (check as applicable):

- Within _____ days after Client's receipt of an invoice from Trainer.
- Other (please specify): _____



Attachment J Horse Health Care Requirements

Coggins Testing

Check one:

- No Coggins test is required by Trainer.
- Before delivering Horse into Trainer's possession or before Trainer begins working with Horse (whichever date is earlier), Client is required to provide a negative Coggins test for Horse dated within _____ months prior to such date.
- Other (please specify): _____

Health Certificate:

Check one:

- No health certificate is required by Trainer.
- Before delivering Horse into Trainer's possession or before Trainer begins working with Horse (whichever date is earlier), Client is required to provide a veterinary health certificate for Horse dated within _____ days prior to such date.
- Other (please specify): _____

Initial Vaccination Requirements

Upon Trainer's request, Client must provide proof that Horse has received the following vaccinations before Horse is delivered into Trainer's possession or before Trainer begins working with Horse (whichever date is earlier) (check as applicable):

- Influenza within the last _____ months
- Eastern Encephalomyelitis (EEE) within the last _____ months
- Tetanus within the last _____ months
- Rabies within the last _____ months
- Rhinopneumonitis within the last _____ months
- Strangles (or a titer) within the last _____ months
- Western Equine Encephalomyelitis (WEE) within the last _____ months
- West Nile Virus within the past _____ months
- Other (please specify): _____

Ongoing Vaccination Requirements

During the term of this Agreement, Horse must receive the following vaccinations (check as applicable):

- Influenza every _____ months
- Eastern Encephalomyelitis (EEE) every _____ months
- Tetanus every _____ months
- Rabies every _____ months
- Rhinopneumonitis every _____ months
- Strangles (or a titer) every _____ months
- Western Equine Encephalomyelitis (WEE) every _____ months
- West Nile Virus every _____ months
- Other (please specify): _____

Worming

During the term of this Agreement, Horse must receive the following de-worming regimen (please specify type, amount and frequency): _____



Attachment J

Horse Health Care Requirements

Routine Veterinary Care. "Routine Veterinary Care" shall be defined as vaccinations, de-worming and dental maintenance. During the term of this Agreement (check as applicable):

- Trainer will arrange for all Routine Veterinary Care for Horse and Client will be responsible for payment (check one):
- Directly to the attending veterinarian. Client may be required to open an account with the veterinarian.
 - Upon receipt of an invoice from Trainer.
- Client will arrange and pay for all Routine Veterinary Care.
- Other (please describe): _____

Non-Routine Veterinary Care. "Non-Routine Veterinary Care" shall be defined as any care provided by a veterinarian that is not Routine Veterinary Care. If Horse is in Trainer's possession and Horse appears to require Emergency Veterinary Care, Trainer will contact Client as soon as reasonably possible. If Trainer is unable to reach a veterinarian or reasonably believes that emergency first aid is required for Horse, Trainer or Trainer's employees may administer such care to Horse and Client agrees to hold Trainer and Trainer's employees harmless for such actions.

During the term of this Agreement (check as applicable):

- Trainer will arrange for all Emergency Veterinary Care for Horse and Client will be responsible for payment (check one):
- Directly to the attending veterinarian. Client may be required to open an account with the veterinarian.
 - Upon receipt of an invoice from Trainer.
- Client will arrange and pay for all Emergency Veterinary Care.
- Other (please describe): _____

Veterinary Care Limitations. Unless Client so indicates below, Trainer and the attending veterinarian(s) are authorized to administer all treatments and care to Horse. Client places the following limitations on care for Horse (check as applicable):

- Horse cannot be euthanized without Client's express consent.
- Expenses of more than \$_____ cannot be incurred without Client's express consent.
- Surgery requiring general anesthesia cannot be performed without Client's express consent.
- Other (please specify): _____

Farrier Care. If Trainer reasonably believes that emergency farrier care is required, such as putting a thrown shoe back on, Trainer or Trainer's employees may perform such emergency farrier care, and Client agrees to hold Trainer and Trainer's employees harmless for such actions. During the term of this Agreement (check as applicable):

- Trainer will arrange for all farrier care for Horse and Client will be responsible for payment (check one):
- Directly to the farrier. Client may be required to open an account with the farrier.
 - Upon receipt of an invoice from Trainer.
- Client will arrange and pay for all farrier care.
- Other (please describe): _____

Medications. In addition to any medication(s) that an attending veterinarian may prescribe or recommend during the term of this Agreement, Horse shall receive the following medications (please specify type, dosage and frequency of administration): _____

Medications shall be provided by (check as applicable):

- Client or Client's veterinarian, at Client's expense.
- Trainer or Trainer's veterinarian. Client shall pay for such medications (check as applicable):
- Directly to the veterinarian. Client may be required to set up an account with the veterinarian.
 - Upon receipt of an invoice from Trainer.



Attachment J Horse Health Care Requirements

Other (please specify): _____

Feed Supplements. Horse shall receive the following feed supplements during the term of this Agreement (please specify type, amount and frequency of administration):

Supplements shall be provided by (check as applicable):

- Client, at Client's expense.
- Trainer or Trainer's vendor of choice. Client shall pay for such supplements (check as applicable):
 - Directly to Trainer's vendor(s) of choice. Client may be required to set up an account with such vendor(s).
 - Upon receipt of an invoice from Trainer.
- Other (please specify): _____

Other Health Care. Horse shall receive the following additional care during the term of this Agreement (e.g., massage therapy, acupuncture) (please specify type of care, provider and frequency): _____

Such care shall be arranged by (check as applicable):

- Client, at Client's expense.
- Trainer. Client shall pay for such care (check as applicable):
 - Directly to the provider. Client may be required to set up an account with the provider.
 - Upon receipt of an invoice from Trainer.
- Other (please specify): _____

Trainer's Fees. Client agrees to pay the following fees, which are due upon an invoice from Trainer (check as applicable):

- Administering supplements or special feeds, per day: \$ _____
- Administering topical or oral medications, per application: \$ _____
- Administering IV medications, per application: \$ _____
- Bandage changes and other wound care, per administration: \$ _____
- Hand walking, per session: \$ _____
- Handling Horse for care appointments, including vet and farrier: \$ _____ per _____
- Other (please specify): _____

Other Horse Health Care Requirements (please specify): _____



Attachment K Trainer's Contact Information

Trainer.

Name: _____

Street address: _____

Mailing address (if different from street address): _____

City: _____ State: _____ Zip: _____

Telephone number: (____) _____ Fax number: (____) _____

Alternate number: (____) _____ Email: _____

Website: _____

Other Contact Information: _____



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Attachment L Client's Contact Information

Client. Check as applicable:

Please see attached Training Client Intake Form

OR

Please use the following contact information:

Name: _____

Street address: _____

Mailing address (if different from street address): _____

City: _____ State: _____ Zip: _____

Telephone number: (____) _____ Fax number: (____) _____

Alternate number: (____) _____ Email: _____

Client's Veterinarian. Check as applicable:

Please see attached Training Client Intake Form

OR

Please use the following contact information:

Name: _____

Name of veterinary practice: _____

Street address: _____

Mailing address (if different from street address): _____

City: _____ State: _____ Zip: _____

Telephone number: (____) _____ Fax number: (____) _____

Alternate number: (____) _____ Email: _____

Client's Farrier. Check as applicable:

Please see attached Training Client Intake Form

OR

Please use the following contact information:

Name: _____

Name of business: _____

Street address: _____

Mailing address (if different from street address): _____

City: _____ State: _____ Zip: _____

Telephone number: (____) _____ Fax number: (____) _____

Alternate number: (____) _____ Email: _____

Client's Emergency Contact.

Name: _____

Street address: _____

Mailing address (if different from street address): _____

City: _____ State: _____ Zip: _____

Telephone number: (____) _____ Fax number: (____) _____

Alternate number: (____) _____ Email: _____

Relation to Client (e.g., spouse): _____

Other Contact Information: _____



Attachment M Personal Property Accompanying Horse

Client shall deliver the following items of personal property into Trainer’s possession with Horse. Trainer may use such items on Horse as Trainer sees fit. Client understands that such items may be damaged, worn, lost or destroyed and that the terms of Section 17.4 shall apply to these items.

Check as applicable:

Halter(s). Description (e.g., color, brand and material): _____

Lead rope(s). Description (e.g., color, brand and material): _____

Blanket(s), cooler(s), sheet(s) and/or neck cover(s). Description (e.g., brand, color, type): _____

Protective boots. Description (e.g., type, brand, color, style): _____

Tack trunk and/or cover(s). Description (e.g., type, brand, color, embroidery): _____

Other (please specify): _____



Attachment N Client's Health Insurance and Medical Treatment Authorization

Client's Authorization for Medical Treatment. Client hereby authorizes Trainer and Trainer's employees and agents who are 18 years old and older to consent to medical care or dental care, or both, for Client. The authority granted by this authorization includes the authority to consent to any X-ray examination, anesthetic, medical diagnosis, surgical diagnosis, medical treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a physician. The authority granted by this authorization also extends to any X-ray examination, anesthetic, dental diagnosis, surgical diagnosis, dental treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a dentist. Client agrees to promptly pay for all medical care provided to Client, regardless of insurance coverage.

Client's Health Insurance. Please attach a copy of your current insurance card.

Name of insurance company: _____

Primary insured (if other than Client): _____

Policy number: _____

Group number: _____

Phone number: _____

Any other helpful information: _____



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Attachment O Required Tack and/or Equipment

Trainer requires the following items of tack and/or equipment for use during the term of this Agreement. **Trainer may use such items on Horse as Trainer sees fit. Client understands that such items may be damaged, worn, lost or destroyed and that the terms of Section 17.4 shall apply to these items.**

Check as applicable:

- Client is responsible for procuring such items at Client's expense.
- Trainer will procure such items on Client's behalf and:
 - Bill Client for such items.
 - Client is required to establish an account with the following vendor(s): _____
- Other (please specify): _____

Halter(s). Description (e.g., color, brand, style): _____

Lead rope(s). Description (e.g., color, brand, style): _____

Blanket(s), cooler(s), sheet(s) and/or neck cover(s). Description (e.g., brand, color, type): _____

Protective boots. Description (e.g., type, brand, color, style): _____

Tack trunk and/or cover(s). Description (e.g., type, brand, color, embroidery): _____

Other (please specify): _____



Attachment P Other Terms and Conditions

Client and Trainer hereby agree that the following terms and conditions shall be part of the Agreement.

