



Training Contract

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between Andrew Terryah Show Horses, hereinafter referred to as “Trainer,” and _____ hereinafter referred to as “Owner,” and if Owner is a minor, Owner’s parent or guardian. Trainer agrees to accept Owner’s horse _____ for training, and it is the plan and intention of the Owner to place this horse into training. It is understood and agreed that the events or purpose for which the horse as above-described as accepted for training are as follows:

1. Fees, Term, and Location. Owner shall pay the Trainer for professional services and board as described below, the fee of \$_____ per month for training and board; board alone being \$_____ per month. All fees for training shall be payable thirty (30) days in advance. A security deposit of \$_____ payable with this Contract, shall be refunded within thirty (30) days after completion of this agreement or termination of training. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days notice to Owner. All expenses incurred for veterinarians, shoeing, or other out-of-pocket costs shall be billed after the incurrence thereof upon the next billing by Trainer.
2. Payment of Invoices. Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the event payment is overdue by five (5) days, a \$25.00 late fee will be incurred. Additionally, a \$5.00 service fee will be incurred for each additional day beyond the five (5) day grace period. Trainer shall be entitled to a lien against the horse and/or equipment stored upon Trainer’s premises in the full amount due. Enforcement of said lien shall be at the discretion of Trainer who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State of Michigan. Any checks returned due to insufficient funds will be subject to a \$40.00 fee.

3. Veterinarian, Shoeing, and Related Services. Trainer assumes responsibility for arranging veterinarian and farrier services as necessary. Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care unless Owner has requested Owner's veterinarian and farrier to be used. However, if they are unavailable, Trainer will engage his choice. All veterinarian, farrier and medicine expenses shall be paid by Owner, as further described herein. Owner agrees to provide Trainer with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Trainer within thirty (30) days from the date of such services or veterinary treatment, Trainer is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of the Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable.

4. Training of Horse. The Trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. Trainer shall furnish all labor, provide suitable facilities and care for horse(s) in adequate manner with feed being determined by Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

Owner shall submit a fully completed Owner's Information Sheet for each horse on the premises belonging to Owner within forty-eight (48) hours of delivery.

5. Showing of Horse. Unless specifically advised by the Owner not to exhibit said horse, Trainer shall, at Trainer's discretion, have the horse shown at the horse shows of his choice. Trainer shall provide any necessary transportation to and from said shows at the rate of _____ cents per mile, plus \$_____ per day with the minimum charge per show of \$_____. In the event professional horse transportation services are utilized, Owner agrees to pay all said applicable charges. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any and all lay-up charges in transit. This consists of \$_____ per night and/or an allocation of the horse Owner's prorated expenses for all horses being shown by Trainer at the time said expenses were incurred in order to reimburse Trainer for Trainer's and Trainer's employee's expenses, costs of groom and related

expenditures incurred while away from the Barn. _____ Shall receive all trophies and ribbons. Owner shall receive _____% of all money earnings. Prior to the disbursement of any winnings, the party paying said entry fees shall be entitled to be reimbursed to the extent of _____% of said advances prior to all other such disbursements.

6. Death of Horse. It is hereby agreed that in the event of the death of the horse, sale of the horse, or if the horse becomes unfit to train, Trainer has the option of accepting another horse, in accordance with this condition set forth herein with seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.
7. Feed, Facilities and Services. Trainer agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animal(s). Adequate feed would be defined as one (1) scoop of grain and two (2) flakes of hay per horse per feeding. The definition of adequate may be adjusted seasonally or as needed. Any horse that may require more than the standard feed may be subject to additional charges per horse per month that the increased feed is required. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are subject to change at Trainer's discretion. If Owner desires to supply a feed other than that provided by the Trainer, Owner agrees to do so at Owner's expense and will be provided with no deduction in payment.
8. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF TRAINER, TRAINER SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S). This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest(s), may receive on Stable's premises.

The Owner fully understands that the Trainer does not carry any insurance on any horse(s) not owned by it for boarding or for any other purses, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Barn are to be borne by the Owner. Trainer strongly recommends equine mortality/liability insurance be obtained applicable to said horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO BARN IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

In no event shall Trainer be held liable to Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's own risk.

9. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participants ability.

Owner expressly releases Trainer from any and all claims for personal injury or property damage, even if caused by negligence by Trainer or its representatives, agents or employees.

WARNING

Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

10. Hold Harmless. Owner agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by owners horse(s) to anyone, and defend

Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Trainer.

11. Emergency Care. Trainer agrees to attempt to contact Owner should Trainer feel that medical treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, Barn is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner.

TRAINER SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS TRAINER IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Trainer of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Trainer as to what part is authorized to make decision in the Owner's place with regard to health, well-being, and/or medical treatment of the horse(s).

12. Limitation of Actions. Any action or claim brought by Owner against Trainer for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
13. Ownership-Coggins Test. Owner warrants that he/she owns the horse(s) and will provide proof satisfactory to the Trainer of the negative Coggins test upon arrival of horse.
14. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice. All notices must be issued in writing unless otherwise agreed upon by the parties.
15. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Trainer.
16. Right of Lien. The Owner is put on notice that the Trainer has a right of lien as set forth in the laws of the State of Michigan, for the amount due for the board and keep

of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and/or property until the amount of said indebtedness is discharged. However, Trainer will not be obligated to retain and/or maintain the horse(s) and or property in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Trainer exercises Trainer's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs and other related expenses for which a minimum charge of \$400.00 will be assessed.

17. Property in Storage on Trainer's Premises. Owner may store certain tack and equipment on the premises of Stable at additional charge to Owner. However, Trainer shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at Trainer as same is stored at the Owner's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$_____/day storage cost.
18. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Michigan, and shall be enforced and interpreted in accordance with the laws of said State.
19. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT)

Signature

Printed Name of Owner

Telephone _____