

TICK HILL EQUESTRIAN

TRAINING AGREEMENT

This Agreement is between _____ (“Owner”) and REBECCA HARRIS (“Trainer”) and covers any horse(s) owned by Owner that is/are put into training with Rebecca Harris.

1. The fee for training is _____ Dollars (\$ _____) per month, per horse. Training fees are due in advance either upon arrival of the horse or on the first of the month, whichever comes first and are payable directly to Rebecca Harris. A late fee of _____ Dollars (\$ _____.00) will be charged when balance owed is outstanding for ten (10) days and may be charged again in ten (10) day increments while balance remains outstanding. Returned check fee is Thirty Dollars (\$30.00). Owners will be notified at least thirty (30) days in advance of training rate changes.

2. Expenses in addition to training and board fees, such as, but not limited to, veterinarian, farrier, medication, deworming, supplements, hauling and show fees will be billed when incurred. Payment for these services is due either in advance or upon receipt.

3. Trainer assumes responsibility for arranging veterinarian and farrier services as necessary. Trainer will use a veterinarian and farrier of her choice unless Owner has requested Owner’s veterinarian and/or farrier be used. However, if they are unavailable, Trainer will engage her choice.

4. Owner agrees to supply current Coggins, vaccination records, hoofcare and deworming schedule for each horse in training within seventy-two (72) hours of the arrival of the horse(s). If not provided within this timeframe, Trainer reserves the right to have the horse(s) vaccinated, dewormed and tested for EIA (Coggins), as well as have him shod or trimmed by a farrier at Owner’s expense.

5. Owner agrees to completely and accurately fill in and return the Owner’s Information Sheet attached to this Agreement.

6. A list of services provided by Trainer along with the prices for these services is attached to this Agreement.

7. Owner agrees that he/she has inspected the facilities where horse will be kept and trained and finds all aspects of this facility to be acceptable to his/her standards of care.

8. At no time shall Trainer be liable for any sickness, disease, 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 may receive on Trainer’s premises. Owner fully understands that Trainer does not carry any insurance on any horse(s) not

owned by Trainer. Trainer thoroughly recommends that Owner provide insurance, in the minimal form of Mortality, on all horses placed into training.

9. Owner agrees to sign and submit the Release of Liability given to him/her with this Agreement. Owner also agrees to have all guests to Trainer's premises sign and submit the Release of Liability. Blank forms are available in the tack room.

10. Owner agrees to hold Trainer harmless from any and all claims arising from damage or injuries caused by said 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. Trainer reserves the right to notify Owner within seven (7) days of the horse's arrival if horse, in Trainer's opinion, is dangerous, untrainable, unhealthy, handicapped or otherwise unfit for training. Upon such notification, Owner shall remove said horse within seven (7) days and pay all expenses incurred for the time the horse was with Trainer.

11. Owner agrees to place horse into training in increments of thirty (30) day periods and agrees to pay for training thirty (30) days at a time, in advance. Owner also agrees that payment for thirty (30) days of training is evidence of Owner's intent to keep horse in the training for this period of time and that should Owner remove the horse from Trainer's custody and/or training program prior to the expiration of paid training, a refund of unused training will not be issued to owner. In this case, Trainer may, but is not required to, accept another horse of Owner's in its place and transfer the remaining days of paid training to a new horse.

12. Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for horse(s), but if Trainer is unable to contact owner, Trainer is then authorized to secure emergency veterinary and/or farrier care required for the health and wellbeing of horse(s). All costs of such care shall be paid by Owner.

13. Owner agrees to notify Trainer of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency.

14. If horse is sold while in training or under the guidance of Trainer, a commission of ten percent (10%) of the gross sales price of horse is due Trainer. If Owner enlists Trainer's assistance in the sale of horse(s) that is/are in training or under the guidance of Trainer, Owner may opt to pay the standard ten percent (10%) commission, or he/she may state the bottom dollar he/she will accept for the horse and pay Trainer any money in addition to this amount received in the sale of the horse. If Owner cosigns horse to an auction or catalog sale while in training or under guidance of Trainer, Owner agrees to pay Trainer five percent (5%) of the gross sales price of horse. Trainer may bill Owner, in addition to regular training fees, for the production of a sale video as well as any other miscellaneous services provided (such as, but not limited to, bathing, clipping and banding) if Owner intends to sell horse(s) without paying a commission to Trainer.

15. If Owner chooses to store his/her tack or other property at Trainer's premises, he/she accepts full responsibility for such property and agrees to hold Trainer, her agents and employees harmless for loss, damage and/or theft of such property. Owner also acknowledges that by leaving his/her tack or other property in community areas such as the main tack room or

grooming areas, he/she is authorizing the use of such property by Trainer and her agents and employees and agrees to hold Trainer harmless for damage, loss and/or theft of such property.

16. Owner is welcome to visit his/her horse at Trainer's premises at will, however, should he/she wish to ride (with or without Trainer's assistance), take a lesson, watch Trainer ride Owner's horse(s), or have a meeting with Trainer, Owner must make an appointment in advance with Trainer. If Owner wishes to ride or see his/her horse ridden by Trainer and schedules a lesson or appointment and fails to arrive on time, he/she acknowledges that Trainer is not required to allot additional time to owner than was previously scheduled.

17. Owner authorizes Trainer to haul horse(s) at will, when doing so may benefit the horse and enhance the horse's training experience. Hauling fees may apply.

18. This Agreement must be signed by Owner and returned to Trainer upon arrival of horse on Trainer's premises. If Owner fails to return this signed Agreement to Trainer within forty-eight (48) hours of horse's arrival, Trainer may discontinue the training of horse until Agreement is returned, however training fees will still apply.

Owner's Signature

Print Name _____

Date: _____

Rebecca Harris