



Harmony Hilltop Ranch Training Contract

Witness this agreement on _____ by and between Harmony Hilltop Ranch LLC, "trainer" and _____, "owner" and if owner is a minor, owner's guardian or parent. 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.

Description of Horse

Name: _____ Value: _____ Age: _____

Sex: _____ Breed: _____ Color: _____

Vices/bad habits: _____

Horse Condition: _____

Please check one of the following representing the horse's current training level:

No Training ___ Green Gentled ___ Gentled to Ride ___ Some Training Needs Tune Up___

Has problem with: _____

Other needs: _____

Goals: _____

Boarding Type: (check type)

_____ Pasture boarding with owner provided grain @ \$475/month

_____ Pasture boarding without grain @ \$400/month

Training: (check type)

_____ Full Training @ \$1360/month (incl. 4 lessons/training sessions per week)

_____ Half Training @ \$680/month (incl. 2 lessons/training sessions per week)

_____ Individual Training Session @ \$85/session

1. Fees: Owner shall pay the trainer for professional services and board as described above in advance for each month of training. All expenses incurred for veterinarians, shoeing, transportation and other out of pocket costs shall be the sole responsibility of the owner. **No horse will leave the premises without full payment.**

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 animal will not be released from trainer's possession until all expenses are paid in full.

3. Veterinarian, shoeing, and related services: Trainer assumes responsibility for arranging veterinarian and farrier services necessary. Trainer will use the veterinarian and farrier of his/her choice to provide ordinary and necessary care unless owner has requested owner's veterinarian and farrier be used. However, if they are unavailable, trainer will engage their 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. Owner agrees to have horse wormed and vaccinated prior to arrival to stable. Upon presentation by trainer of the bill for such services rendered, including service charges, such bill shall be paid within seven (7) 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 the 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 the horse in an adequate manner of training and shall take all precautions for the proper performance thereof.

5. Loss 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 terminating this agreement upon payment of all expenses and fees.

6. Feed, facilities, and services: Trainer agrees to provide adequate hay and facilities for normal and reasonable care required to maintain the health and well-being of the animals in training. Owner acknowledges owner has inspected the facilities and finds same in safe and acceptable order.

7. Risk of loss and standard of care: During the time that the horse is 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 or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse. The owner fully understands that trainer does not carry any insurance on any horses not owned by it for boarding or for any other purposes, 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 is in the possession of, and

on the premises of the trainer are to be borne by the owner. The standard of care applicable to the trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall the trainer be held liable to owner for equine death or injury. Owner agrees to obtain equine insurance for any animals, at owner's expense, or forego a claim for any amount. 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 risk.

8. Inherent risk 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 such ways 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 an 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; 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 stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this state) by stable or its representatives, agents, or employees.

Warning - Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities.

9. Hold Harmless: Owner agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defends 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 said 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 all expenses incurred for the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated.

10. Emergency Care: Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, Trainer is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horses(s). All costs of such care secured shall be paid by Owner within seven (7) 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 illnesses, unless Trainer is instructed herein by Owner that the horse(s) is/are not surgical

candidates. 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. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Trainer as to what party is authorized to make decisions in the Owner's place with regard to health, well-being, and/or medical treatment of the horse(s).

11. Limitations 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 six (6) months of the date such claim or loss occurs.

12. Ownership-Coggins Test: Owner warrants that he/she owns the horse(s) and will provide proof satisfactory to Trainer of the negative Coggins test upon request.

13. Changes or Termination of this Agreement: It is agreed by the parties that this agreement may be changed or terminated by Trainer upon seven (7) days notice, regardless of the rental or training period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Trainers office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Trainer.

14. Rules and Regulations: The Owner agrees to abide by all the rules and regulations of the Trainer. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

15. Right of Lien: The Owner is given notice that the Trainer has a right of lien as set forth in the laws of the State of Texas, 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 horses(s) and other property until the amount of said indebtedness is discharged. However, Trainer will not be obligated to retain and/or maintain the horse(s) in question in the event 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(s) upon affidavit by Trainer's representatives setting forth the material facts of the default and foreclosure as well as Trainer's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$1,000.00 will be assessed.

16. Property in Storage on Trainer's Premises: Owner may store certain tack and equipment on the premises of Trainer at a rate of \$10 per month 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 the facility as same is stored at the Owner's risk. Owner also authorizes trainer to use this equipment for training owner's horse.

17. 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 Texas, and shall be enforced and interpreted in accordance with the laws of said state.

18. Enforceability of Contract and Severability: 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.

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK, AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Owner Name: _____

Owner Signature: _____ Date: _____

Trainer Name: _____

Trainer Signature: _____ Date: _____

OWNER INFORMATION

Name: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell Phone: _____ Email: _____

Please list name, address and phone numbers of preferred Veterinarian, Farrier, and other important people you would like me to contact for non-emergency visits.

Vet: _____

Farrier: _____

Other: _____

Tack and equipment inventory that is stored on the premises of Trainer:

