

NICOLE BROWN
operating as NICKER EQUINE (REINER-NIC PERFORMANCE HORSES)
Scottsdale, AZ, USA & Moose Jaw, SK, CA

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TRAINING AGREEMENT AS OF January 1st, 2020

LIABILITY

Nicker Equine is interchangeable Reiner-Nic Performance Horses, herein referred to as "R-NPH", trains and boards horses with methods and care completely accepted within the general horse, reining horse, and show/performance horse industries. R-NPH shall not be responsible for any accidents or injury to the horse while it is training or boarding with R-NPH whether or not due to the negligence of R-NPH or its employees or agents. Potential clients are encouraged to visit the location (Moose Jaw Ex) occupied by R-NPH, herein referred to as "the facility", before entering into a business agreement with R-NPH, to evaluate the facility and address any concerns that may be present.

The horse owner is not responsible for accident or injury to Nicole Brown, persons directly associated with R-NPH, or to the personnel of the facility, herein referred to employees or agents of R-NPH, resulting from actions of his/her horse while it is in training or boarding with R-NPH. The facility, personnel associated with the facility, and/or the owners of the facility shall not be held liable for any accidents or injury to any horse while it is boarding and/or training at the facility with R-NPH.

Upon entering an agreement with R-NPH owners authorize R-NPH to administer medications, dewormers or any other drugs or substances as required, and owners recognize and trust that R-NPH has the knowledge and skill to do so. Owners are responsible for all expenses incurred in regard to any veterinary fees or substances administered in relation to their horse. Owners will not hold R-NPH liable for any reaction or unforeseen circumstance that may arise in this or any other situation. Owners will be responsible for any costs arising due to unforeseen circumstance that may arise in this or any other situation.

Horse mortality insurance is the responsibility of the owner and is strongly recommended by R-NPH. R-NPH does not provide any equine insurance for any type of incident whether or not due to the negligence of R-NPH or its employees or agents. R-NPH recommends Henry Equestrian Plan or Capri as Canadian providers of horse mortality and/or additional insurance.

R-NPH strongly advises all owners to be members of the provincial equine sport organization of their province, for the benefit of the insurance & liability insurance that comes with the membership. (Saskatchewan Horse Federation, Alberta Equestrian Federation, etc) **Proof of liability insurance is required to partake in lessons or any activity at the facility.**

R-NPH assumes responsibility only to train and care for the horse in the capacity of methods and care completely accepted within the general horse, reining horse, and show/performance horse industries. The horse owner shall assume all responsibility for the condition of the horse upon arrival and shall bear all risk of loss or damage to the horse whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent actions and therefore releases discharges, indemnifies and holds harmless R-NPH, its employees, and agents, from any liability for any and all damages associated therewith. The horse owner hereby agrees to pay all expenses and legal fees incurred by R-NPH in defending any claims for which the horse owner has agreed to release, discharge, indemnify and hold harmless R-NPH, its agents, and employees.

FEES

Base Payments refers to board and training rates that are paid monthly. Items included in base training are grooming supplies, incidental ointments, liniments, minor medical supplies; things used in day to day care & grooming. See this document and other Reiner-Nic supplemental documents for further details.

The client is responsible for ALL costs pertaining to the training, maintenance, and/or showing of his/her horse.

All fees are to be paid in advance, no later than the 7th of each month; payments after that time will be considered overdue and will be charged an interest rate of 2.5% each month overdue from the date of billing. Extra expenses of each past month will be added to the following month's bill. (Example: beginning of May-base payment, beginning of June-base payment plus other expenses incurred in May.)

If a client falls more than 10 (ten) days behind in payments training will stop on his/her horse (board fees will continue to add up) and the horse will remain with R-NPH until all bills are paid at which time training will resume or the horse will be taken home. For the purposes of this contract, R-NPH and the associated facility are considered "Stable Keepers" under *The Stable Keepers Act, Chapter S-57 of The Revised Statutes of Saskatchewan*, effective February 26, 1979. Thus, R-NPH and/or the facility has the right to enforce liens or seizures as per the Act should any bills added up in excess of 60 days without payment.

A refund *may* be in order if R-NPH sends a horse home early, but never when the owner pulls a horse from R-NPH prior to the end of the paid billing cycle.

REQUIREMENTS

All horses must arrive with a strong nylon halter and lead, a sheet, a heavy blanket and hood, cinch (preferably shoulder relief) and a 3/4" or 1" felt or wool smooth backed saddle pad or suitable pad to remain exclusive to each horse. These items must be in good condition. If these requirements do not accompany the horse upon arrival, R-NPH will purchase them and bill the client accordingly. A storage tub must also be provided to accommodate extra blankets.

An extra set of blankets shall be provided for use when originals are being washed or repaired. Extra blankets are mandatory for show horses.

R-NPH strongly recommends horses also come with a Back on Track or Hansboro blanket and Back on Track or Hansboro no bow wraps as well, especially for horses in heavy training/competition. R-NPH will discuss this with the owner when the need arises & can facilitate acquisition of the products.

R-NPH--TRAINING and NON PROS

****See also, the *Going to Shows* document.**

First and foremost, R-NPH is in the business of show horses. This means that horses that are believed to be most competitive will be shown by R-NPH. Horses that R-NPH feels may not be strong open contenders will either be turned back to the owner for showing in the non pro or will be recommended to a limited open competitor.

Secondly, R-NPH is in the business of coaching non pros. This means that horses are the priority and non pro coaching must remain strictly scheduled to allow adequate time for training. Lessons will be billed per hour with the normal fee accommodating a 45 - 60 minute lesson. "Chatting" time will come off the lesson time clock. If R-NPH needs to be training during the lesson, the lesson will be no more than 1 ½ hours long with no extra time charge.

At shows all non pros must ride at the same time at the discretion of R-NPH. If scheduled riding times are missed R-NPH is not obligated to make time for those who missed. Non Pro charges will be incurred as outlined on the rates page and will apply even if non pros miss the scheduled riding times. R-NPH works hard to assist non pros' warm up for classes and to be there during competition. However, the open show horse preparation does take priority if there's a scheduling conflict.

All non pros will have an initial plus periodic assessments of goals, expectations and progress.

STARTER COLTS

A "starter colt" is a horse brought to R-NPH to be saddle broke with the intention of continuing training to become a show horse. Such a horse will be booked for a minimum of 3 consecutive months to become broke enough to enter the regular training program. R-NPH seldom starts colts as time does not permit. However, R-NPH has a reliable and trustworthy person who does an excellent job breaking colts to fit into the R-NPH program. Once a horse is broke, or even once it has been in training for some time, a client cannot necessarily expect that horse to perform for him or her the way that it does for the professionals involved.

LONG TERM/SHOW PROSPECTS

A "long term" horse is one that will be in training with R-NPH with the intentions of becoming a show horse (more than 3 months). It is to be understood that when a horse is with R-NPH for the long term *everything* pertaining to that horse will be at the discretion of R-NPH (grooming, bridle paths, care, turn out, feed, farrier, deworming, etc.).

A show prospect will often need to spend at least 3 consecutive months in training with R-NPH before a judgement can be made on the horse's show suitability. However, on occasion, it is possible to make this judgement in as little as one month. That being stated, sometimes suitability, or lack of, does not become evident until a year into training.

A horse approved to the show string, especially once they enter their 3 year old year, requires extra blankets and hoods, slinkies, etc. Such things **must** be provided or R-NPH will purchase them for the horse and bill the owner accordingly.

Equine Essentials & More (Nova Michayluk 780-968-2610) provides excellent equine products and services for R-NPH. *Greenhawk* sells an excellent belly band stable blanket. In certain situations, R-NPH may provide such things where in the owner will be billed for rental, laundering, repairs and/or replacements as applicable.

In the incidence of cosmetic show ring needs, such as a tail extension, if R-NPH owns it, it can/will be rented. If R-NPH does not own it the owner will be required to pay for it. In the case of tails, *Broomtails by Valerie*, Magrath, AB, is the number 1 source. If the owner does not wish to own the item, his/her bill will be credited two thirds of the purchase price and the item will become the property of R-NPH. (Show headstalls, show pads, splint boots, etc, also fall into this category.)

SHOW EXPENSES

Owners will be responsible for ALL show expenses. Such expenses include but are not limited to, entry and office fees, special documents/memberships, applicable shipping/courier charges, travel costs, hotels, meals, stall and bedding fees, per day show charges, commissions on earnings.

Non pros who attend shows with R-NPH are responsible for paying coaching costs as well as a share of hotel, meals and travel expenses. To have a piece of R-NPH's time, non pros must pay a share of the cost of R-NPH being there.

For a fee, R-NPH can take care of show arrangements, bookings, entries, etc., but the owner is responsible for supplying required signatures and checks or credit cards for doing so.

In some situations, upfront payments on account may be required before R-NPH leaves for a show.

HAULING

It costs a lot of money to provide and keep a rig on the road. Hauling rates factor in all expenses involved in operating a rig for horse transportation (it is not only fuel) and still do not equal the actual cost per kilometer of driving a rig down the road. If clients wish to provide their own horse transportation to shows, it is imperative that horses arrive at the show when R-NPH states they need to be there, and clients will still pay a share of the R-NPH \$0.50/km base travel charge. Long distances are often allotted a flat rate fee.

FEED PROGRAMS

It has been my experience that a good feed program is imperative to the proper development, conditioning and maintenance of a show horse.

All horses are put on a basic feeding program including hay, nutritional completion & gut support products, water and salt.

When necessary, after a discussion with the client, any horse requiring such will be put on a more advanced feeding program which could include herbal programs targeting specific issues, immune support or joint supplements for example. Clients will be billed accordingly for specialty feeds.

FARRIER EXPENSES

Experience has given me a very good working knowledge of shoeing and the foot. If not doing the work myself, I am very picky when choosing a farrier to care for the feet of the horses I work with. If you do not take care of the feet and the gut of your horse, you will not have a horse to work with.

No farriers will be permitted to work on horses in training directly or indirectly with R-NPH unless approved of by R-NPH. Farrier work will be done at the discretion of R-NPH on a regular basis of four to seven week intervals depending on the needs of the particular horse. Farrier work includes regular trimming, shoeing, specialty shoeing and resets as necessary, as deemed by R-NPH.

Farrier charges will either be billed by R-NPH or a separate bill will be provided by the farrier where in a separate check must be paid directly to the farrier or sent to R-NPH for the farrier.

VETERINARY EXPENSES

A veterinarian will be called when R-NPH, its agents, employees or associated facility, deem necessary. In emergency situations owners may not be contacted prior to listed persons calling the vet. In ordinary circumstances owners will be called prior to veterinary care or inspection. Upon entering an agreement with R-NPH, owners authorize R-NPH to administer medications and drugs as necessary and owners trust that R-NPH has the required knowledge and skill to do so. Any drugs administered, or supplies used by R-NPH when treating conditions or injuries will be billed accordingly to owners if they exceed allowable minimums.

The owner must provide credit card information to R-NPH or directly to the veterinarian any time care is required. R-NPH will not cover any veterinary charges; routine or incidental, whether due to the negligence of R-NPH, its employees or agents or associated facility. When a horse enters into the R-NPH program, R-NPH is authorized to obtain all necessary veterinary care to maintain the horse in good health and good working condition.

Vaccinations will be administered annually between January 1st and May 31st depending on the particular vaccine. Horses with R-NPH are most commonly given flu/rhino, strangles, and tetanus/eastern/western sleeping sickness/west Nile vaccines. Potomac fever, rabies, anthrax or any other vaccines may be administered if they are deemed necessary. Flu/rhino vaccines are generally boosted later in the year for horses that are travelling frequently. The same may apply for the strangles vaccine. All owners will be billed accordingly. *Owners understand that if authorized, R-NPH will administer vaccines & other injections as requires; that R-NPH is adequately experienced; and that no liability nor financial responsibility will be held against R-NPH should a side effect arise.*

Dewormer will be administered to all horses every eight to twelve weeks or as deemed necessary by R-NPH or as directed to R-NPH by a veterinarian. In certain situations, a Panacur Power Pack regime may be administered. Owners will be billed accordingly.

Joint Health—R-NPH recommends and often requires show horses are administered monthly Legend/Adequan/Acetyl D-Glucosamine or subsequent products to protect and promote strong, healthy joints. Though shots are most effective, some oral products can scientifically support their claims.

R-NPH is a big believer in herbal, natural and preventative measures thus sometimes natural supplements or remedies will be implemented and may affect billing.

R-NPH has a strong fundamental knowledge of soundness and has specific favored vets trusted to care for the horses. Outside vets may not be permitted. If R-NPH feels there is a veterinary/soundness issue that requires veterinary attention, the owner will be contacted, and a vet appointment will be arranged. The result of such a vet appointment can mean joint injections. R-NPH is happy to discuss injections with clients who may not be familiar with them. The more demanding the training regime becomes the more soundness issues can arise. Properly addressing these issues helps promote a happier and sounder horse down the road.

Owners will be charged directly by the veterinary clinic and in most cases, payment information must be received up front.

EQUINE SPORTS THERAPIST

R-NPH employs the expertise of an equine sports therapist, equine massage therapist/chiropractor or equine osteopath on a regular basis. The equine sports therapist applies various techniques to treat and often help prevent muscular and skeletal issues associated with the demands of training. (R-NPH does not endorse use of hammering or forceful procedures and uses only therapists whose results are felt and long lasting and whom the horses respond positively to.) In the first 6-12 months of training all horses will at some point be checked to see how their bodies are handling the rigors of daily riding. As training intensifies, the therapist will check horses more often as necessary and ideally, be treated on a monthly basis. Because of the physical demands of our sport it is important that these athletes are feeling well. Costs for alternative therapies will be billed to clients.

STATESIDE TRAINING

Competitive stateside showing is a prominent and a continuous goal for R-NPH. In the past, R-NPH occasionally has had horses to show in the US in the winter as well as clients competing. This can result in a unique opportunity to school, show & compete in a whole different environment with exposure to a larger scale of the industry. It also provides a learning opportunity for R-NPH. This is a regular occurrence.

Side Note: Coggins testing: R-NPH does not require coggins testing and never will. Feel free to inquire about the facts of EIA.

SALES

Horses offered for sale while with R-NPH may require special/extra photos & videos. R-NPH will bill accordingly for arranging and overseeing these services and for creating & placing ads. Generally, the 10% gratuity payable on sale price for horses bought or sold with the assistance of R-NPH includes some promotion. Commissions will be paid to assisting parties as required & will come off the sale price of the horse.

SUMMARY

R-NPH is in the business of producing mentally and physically strong, happy, healthy show horses. If a horse is not good enough or is not ready, it will not be shown. R-NPH prefers a limited number of horses so that individual training time is not jeopardized with too many horses. R-NPH does not believe in going "half way" with a show horse. It is all or nothing; care will not be sacrificed.

The goal is to do the best job possible with the given judges and the given circumstances while providing the horse with a positive experience. Winning is strived for but having a good ride for the particular horse and putting in a good performance is most important.

Having a horse trained is entirely a cost to the owner and with show horses the cost is certainly not minimal. In signing this agreement, it is clear that you, the owner, understand that you are responsible for *ALL* costs: board and training, farrier, veterinary, show, extra feed, commissions, laundry, horse "clothing" and any other costs described or not described previously that may arise and that these costs are *not* minimal. When not provided, R-NPH will take care of needs and bill owners accordingly. R-NPH is very conscious of expenses and will try to keep costs to a minimum whenever possible. However, R-NPH cannot do a proper job, and will not, when things are sacrificed because of cost.

This contract contains the entire understanding of the parties and may be modified only by a writing signed by all parties. The invalidity or unenforceability of any term or provision of this contract shall not affect the validity or enforceability of any remaining provisions hereunder. This contract shall be construed and governed by the laws of the Province of Alberta, Canada, and the parties expressly agree the jurisdiction and venue for any and all disputes arising under this contract shall be decided only in Olds, Alberta, Canada. In the event that R-NPH incurs lawyer fees and/or legal costs in securing or protecting any right available to it under this contract or under the laws of the Province of Alberta, the customer agrees to pay said lawyer fees and costs.

****A copy of registration papers must accompany each horse brought to R-NPH.**

For show horses R-NPH requires copies of special forms (ex: competition license) and owner's membership cards when the time comes.

****All horses must have proof of current flu/rhino vaccinations within 3 months of arrival. Current strangles vaccines are strongly recommended as well. Horses that are not current will be vaccinated upon arrival at R-NPH.**

*****It is the responsibility of the client to read and understand the terms outlined in this agreement and to read and understand the *Rates*. Upon entering into business with Reiner-Nic Performance Horses, the client will be subjected to all fees accordingly.**

FORMS MUST BE COMPLETED before business with R-NPH begins.

Signed: (Owner) _____ Dated: _____

Signed: (R-NPH) _____ Dated: _____

**** The above client hereby authorizes R-NPH / NICKER EQUINE to utilize photos of he/she and his/her horse for the purpose of advertising.**

Initial to consent: _____



