

Bowman Performance Horses

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Board & Train Contract

This agreement is made between Bowman Performance Horses (hereinafter referred to as "Trainer") and _____ (hereinafter referred to as "Owner") on this ___ day of ___ 20__.

Horse: This contract pertains to the following horse(s) hereinafter referred to as "Horse".

Name: _____

Registered Name: _____

Registration #: _____

Breed: _____

Age: _____

Color: _____

Height: _____

Any identifying marks such as; scars, brands, stockings, ect: _____

Check one of the following: Mare Gelding Stud

Preferred Vet (Please list name, location, phone number, and email): _____

Farrier (Please list name, location, and phone number): _____

If you're farrier is unavailable, or too far away, are you ok with us using our personal farrier? Yes No
Please specify what kind of trimming or showing your horse gets done, and how often: _____

Goals for training: _____

Length of training:

30 Days

60 Days

120 Days

240 Days

Owner:

Full Name: _____

Address: _____

Phone Number: _____

Email: _____

Fees & Terms:

In consideration for a fee of \$ _____ per month, due on the FIRST day of each month. A \$150.00 non-refundable deposit is required to hold your training spot which will go towards your first months fee. This fee includes training of horse (3-5 days a week), board, feed for the horse, and general maintenance of the horse; feeding, water, and cleaning stall or corral. This fee DOES NOT include the cost of farrier, vaccinations, worming, or veterinarian care. Owner is responsible for those fees and for any supplements or grain they would like there horse to be on. There will be a \$10 per day late fee for each day payment is late past the FIRST day of the month. After 45 days of non-payment for board, care, and training a lien will take effect in which the trainer will gain full ownership of said horse and has the right to sell the horse to recoup lost costs. Owner will be required to sign the horse over via brand inspection within one week of the lien taking place. 15 days written notice will be sent via certified mail to the owner before the lien takes full effect. A minimum of 60 days training is required for ALL horses sent to Bowman Performance Horses; (unless stated otherwise or discussed beforehand).

Care & Maintenance:

The trainer will provide reasonable conditions and facilities, proper feed, and sufficient water; in a manner consistent with good horsemanship in the state of Colorado, during the term of this contract. If owners horse has special requirements, they are to be fully detailed on the back of this contract.

Vaccinations & Health:

Owner warrants that the horse is sound and free from all communicable diseases upon delivery to the trainer. On or prior to arrival at the trainers, owner shall provide a record of current vaccinations. Owner will also provide a current negative coggins upon horses arrival. If the horse arrives without record of such vaccinations, the trainer may, at its option, either not accept the horse or will provide vaccinations and any necessary tests at the owners expense. Owner warrants that to the best of their knowledge the horse is free from any condition that could adversely affect their ability to receive the full benefit of the service selected.

Veterinary Care:

The trainer is authorized to maintain and provide vaccinations, deworming, and other veterinary needs; including emergency care at there discretion and at clients expense. All of this will be billed directly to the owner by either the vet or trainer.

Farrier Care:

The trainer is authorized to maintain and provide necessary farrier care, including shoeing, trimming and any corrective work, at there discretion, and at client's expense. Farrier expenses will be billed to the client by the trainer.

Use of facilities:

Owner is not entitled to use any of the trainers facilities or equipment without the prior consent of trainer and/or barn owner (Lori Melies).

Release of horse:

Owner agrees that all outstanding balances due for board, training, veterinarian care, farrier work and other fees, charges and expenses incurred pursuant to this contract shall be paid prior to trainer releasing the horse. Owner shall make arrangements with trainer for the horse's release at least 5 (five) days in advance. If owner fails to do so, owner will be responsible for all fees (including training); A) for the balance of the current month if notification is made before the 20th of the current month or, B) the balance of the current month and the next full month if notification is made on or after the 20th of the current month. Owner is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates. Upon commencement of loading of the horse for shipping or transport, Client agrees to assume full responsibility and liability for the horse's health, soundness, transportation and care from here on out.

Acceptance of horse:

This contract is not effective until approved and executed by the trainer, which reserves the right to reject any horse at their sole discretion, and to return any unruly horse at owners expense.

Assignability:

Owner may not assign any rights or delegate any duties under this contract without prior consent of the trainer.

Termination of service:

The trainer may, without cause, terminate any service program provided or intended to be provided by the trainer under this agreement by notifying owner at least 15 (fifteen) days prior to the termination date.

Terms of contract:

This contract shall continue in full force and effect until terminated by trainer or the services have been fully met.

Limitation of liability and indemnification:

In the performance of its services under this contract, the trainer shall be an independent contractor, acting in its own behalf, and shall have no authority to act in any other capacity and shall not be deemed an agent of owner, and shall not be responsible for the performance of any services, except as expressly set forth in this agreement. The trainer and its subsidiaries, owners, officers, independent contractors, guests, agents and employees shall not be liable for any sickness, disease, theft, death or injury that may be suffered by the horse while in the trainers care, not any loss, damages or injury arising out of or connected with boarding conditioning, training, transporting or other services pursuant to this contract. Owner fully understands and assumes the special risks inherent in conditioning, training, handling, riding, boarding and transporting horses. Owner acknowledges that mortality and other insurance is available, and that it is the owners sole responsibility to obtain any desired coverage. The trainer shall not be liable for any personal injury or disability which the client or their agents, representatives or family may receive while on the trainers property or due to the trainers equipment. Owner agrees to indemnify and hold harmless the trainer from any claim related to damages, illness or injury caused by the horse, and from any claim by a buyer of the horse. Owner further agrees to reimburse the Farm for damages to any of the trainers facilities or equipment which is caused by the horse. Owner agrees to pay all expenses and attorney's fees incurred by the trained in defending such claims.

Notices:

All notices, requests and consents required or permitted by this contract shall be in writing via text, email, or sent by registered or certified mail to the appropriate address specified, or such other addresses as the sender has been notified in writing.

Social Media:

The owner can either [] Agree or [] Diagnose to have their horse posted on the trainers social media pages for educational, professional, and business purposes. This includes videos and photos. All social media posts made about the horse will be in a positive, and non-negative manner.

Behavior: The owner agrees and understands that once a horse is brought home after being in a new environment for training he/she may act differently. The owner also agrees and understands that without proper upkeep and knowledge of the training the horse may not behave the same with them as it did with the trainer. This is no fault of the trainers, as horses are animals with a mind of there own and react differently to different riders and environments.

Entire agreement:

This contract contains the entire understanding of the parties concerning the subject matter, and may be modified only in writing. Headings and titles are for convenience only and shall not influence construction or interpretation of this contract. The invalidity or un-enforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be interpreted and construed by the laws of the state of Colorado. At the trainers option, jurisdiction and venue for all disputes connected with this contract shall be Fremont County, Colorado. This contract shall be binding upon the heirs, assigns, executors and administrators of the respective parties. If a lawsuit is filed, counsel is retained to enforce Board/Train Contract and the provisions of this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

Signature of Maddison Schwindt (Bowman Performance Horses)

Signature of Owner

Date