

Board & Train Contract

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: _____

Sex: _____ Color: _____ Height: _____

Preferred Vet: _____

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

Goals for

training: _____

Length of Training:

__ 60 Days

__ 90 Days

__ 120 Days

__ Other

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 \$250 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 frosts 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.

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

Sale Commission: In the event the owner chooses to sell the horse while at the trainers, owner agrees to pay the trainer a commission fee equal to 10% (percent) of the sales price and \$_____ per month (due the 1st of each month) in place of training/board fee. Horse will be kept in regular training (3-5 days a week) until sold.

The trainer is authorized to market the horse at a price of \$_____

Owner agrees that the sale price is subject to change due to the market and horses abilities. In the event that the horse sells, the owner is responsible for the fees of coggins test, health certificate, and brand inspection. Trainer or vet will bill the owner for these fees.

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 there 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.

Term 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/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 disagree____ 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.

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 unenforceability 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

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)

Date: _____

Signature of Owner

Date: _____