



SM Performance Horses

c/o Sunnie Meiers
441022 Range Road 43, Rimbey AB
587-777-7168
sunmeiers@hotmail.com

Equine Training Agreement

This agreement is made _____ (date), by and between _____ (hereinafter “Owner”), and SM Performance Horses, c/o Sunnie Meiers (hereinafter “Trainer”).

Whereas, Owner is the legal owner of certain horse(s) described in paragraph for performance training and desires to have those horses trained and or consigned while in the care of SM Performance Horses. Trainer is a performance horse trainer and agrees to train said horse(s) and or exhibition/showcase said horses with help of staff as required.

In consideration of the agreements herein set forth, the parties agree to the following terms:

Description of horse(s):

<i>Name</i>	<i>Age/Gender</i>	<i>Color</i>

1. Owner agrees to the living conditions and current feed program of the horses to the Trainer.

Fees & Payment:

2. Owner agrees to pay Trainer the monthly rate of \$950.00. Upon invoicing, the Owner is expected to pay in full within 30 days of invoicing – after 30 days the Owner will be charged interest and issued an updated invoice.
 - a. If monthly rate is to change at any point in time, a new contract will be issued for the Owner with updated pricing. Trainer agrees to give Owner 30 days notice to any change in monthly rate.

3. If horse is removed from care prior to affirmed 30 days (due to health or injury to Trainer and or staff or whereas the horse is unable to continue the program) the monthly due will be prorated for days the horse was in care.
4. Fees are accepted through personal cheque, cash and e-transfer. Horse(s) arrival date, departure date & daily/monthly fee as stated in agreement.
5. Owner shall bear the cost of initial transport of the horse(s) from their care or facility to Trainer as well as departure of horse from the program – otherwise; veterinary, farrier services and additional feed outside already implemented feed program are owner responsibility to provide. These costs will be shown and added on client invoice.

Trainers' Duties:

6. Trainer shall train horses, feed, and care for them, in a manner with consistent and accepted horse training practices in the province of Alberta.
7. Horse(s) are to be in training/handling, guaranteed 21 days of the month. This will be considered standard for the duration of time that is placed in the agreement based on a generalized 30-day month, under training 5 days a week.

Exhibition & Events:

8. In the event the horse is being exhibited at rodeo/jackpot events:
 - a. In the case where the Owner wishes to have the horse showcased at rodeos, jackpots and or other events – the Trainer agrees to pay entries unless otherwise stated by Owner.
 - b. Owner agrees to pay flat rate of \$25.00 per jackpot/event the horse is hauled to. The fees will be made aware to the Owner and discussed prior to the horse(s) being entered.
 - c. Monetary earnings of the horse(s) while at events under the jockeying of Trainer;
 - i. If Trainer has paid entries; 100% earnings are property of the Trainer (SM Performance Horses)
 - ii. If Owner has paid entries; earning are split 30% to Owner 70% to Trainer (SM Performance Horses)
 - d. In regards to prizes won by horse(s); Tack & Accessories (blankets, pads, boots, supplements etc) is to be considered the Owners property, wearable and usable by the horse in which won the item(s). For prizes and items won that pertain to human wear or use, they are to be considered as property of the Trainer.

Insurance & Liability:

9. Owner is responsible for procuring any and all insurance to protect owner from losses of any type of Owner's horse(s).
10. Trainer shall not be liable for accident, injury, disease, theft, or death of any horse while in Trainer's custody. Owner agrees to defend, indemnify and hold harmless trainer to the fullest extent permitted Alberta law from all liability claims, demands actions, costs, and/or damages, for or arising out of training Owners horse(s), unless caused solely by negligence of trainer, agents or employees.

11. Trainer shall have a lien on the horse(s) pursuant hereto. Owner agrees that in the event the specified boarding/training charges are not paid within thirty (30) days after they become due and payable, in accordance with the terms hereof, trainer may exercise it's lien rights, and in the connection therewith, may dispose of the horse for any and all unpaid charges, at public or private auction. Trainer shall be entitled to notify any organization engaged in selling horses at public auction of the amount of unpaid boarding and other charges resulting from the training of the horse(s) pursuant to this agreement and trainer shall be entitled to receive the proceeds on the sale of the horse(s) all amounts due hereunder.

Emergencies:

12. In the event the Trainer is unable to contact Owner in an EMERGENCY SITUATION within a reasonable time, which time shall be judged and determined solely by Trainer, Trainer is then hereby authorized to secure emergency veterinary care and or farrier care, and by any licensed providers of such care who are selected by Trainer, as they determine is required for the health and well being of said horse(s). The cost of such care secured shall be due and payable by Owner within 30 days from the date Owner receives notice.

PRIMARY VETERINARY SERVICE: (Owner's preferred Veterinary Hospital for Horse(s))
Name:

Address:

Termination of agreement:

13. In the case that this agreement is terminated, Owner must pay prorated dues for days horse(s) were in the care of Trainer regardless of circumstance or reason. Immediate termination by Owner or Trainer: In the case of immediate termination, initiated by either Owner or Trainer; horse(s) have 7 days to be removed from property upon full payment of dues owed for days that horse(s) were in the care of Trainer. If payment is refused, Trainer has rights to legal action. Generalized termination by Owner or Trainer: In the case where termination is planned for unknown or known reasons, 14 days notice to Trainer is customarily respectful but not necessary. Horse(s) may be removed from the property upon full payment of dues owed for days that horse(s) were in the care of Trainer. If payment is refused, Trainer has rights to legal action.

This agreement may be amended at any time by writing into the provisions herein set forth, the amendment must be initialed by both parties.

OWNER:

Signature

Street

City, Province, Postal Code

Telephone #

Date

TRAINER:

SM PERFORMANCE HORSES c/o Sunnie Meiers

Name

Signature

Date