



## HORSE TRAINING AGREEMENT

WITNESS THIS AGREEMENT this day of \_\_\_\_\_, 20\_\_\_\_, by and between Old Wire Stables, hereinafter referred to as "OWS," Charles Bryan and/or Alana Jackson, hereinafter referred to as "Trainer(s)" and \_\_\_\_\_, hereinafter referred to as "Owner," and if Owner is a minor, Owner's parent or guardian. OWS and Trainer agrees to accept Owner's horse: \_\_\_\_\_, Registration Number \_\_\_\_\_ for training, and it is the plan and intention of the Owner to place this horse into a training program at OWS.

### 1. Fees, Terms, and Location

Owner shall pay OWS and Trainer for professional services and board as described below, the fee of \$\_\_\_\_\_ per month for a period of 30 days. All fees for training and other incidental services are due upfront each month at the start of each 30-day cycle, prior to commencing training and are non-refundable. Changes in monthly rates or other charges are subject to alteration upon fourteen (14) days' notice to Owner unless emergent. All expenses incurred for veterinarians, shoeing, or other out-of-pocket cost shall be billed directly to Owner at the time of occurrence by providers or contractors. OWS is not responsible for veterinarian fees and charges, farrier's charges or other out of pocket expenses related to Horse unless expressly listed in this agreement.

### 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 be used as collateral and shall not be released from OWS's possession until all expenses are paid in full.

### 3. Lien for Charges

Horse Owner hereby grants OWS a possessory lien against the horse and/or equipment of Owner stored upon OWS's premises in the full amount due in accordance with Florida State Statute 713.65 for the value of any unpaid boarding or other charges due to Stable under this Agreement. Owner understands that in the event that the specified training/boarding fees and charges are not fully paid when due, Stable will exercise its lien rights, and, in connection with these rights, to sell or auction horse mentioned within this contract in the manner permitted by Florida State Statute 85.031(2) or other applicable Florida Law.

### 4. Veterinarian, Shoeing, and Related Services

OWS and Trainer assumes responsibility for arranging veterinarian and farrier services as necessary. OWS and Trainer will use a veterinarian and farrier of OWS' choice to provide ordinary and necessary care. All veterinarian, farrier, and medical expenses shall be paid by Owner, as further described herein. Owner agrees to provide OWS and Trainer with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to OWS within (3) days from the date of such services or veterinary treatment, OWS is authorized to arrange for such treatment, but not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by OWS or vendor of the bill for such services rendered, including service charges, such bill shall be paid immediately on the date the bill is submitted to Owner. OWS reserves the right to refuse any horse upon the premises if same does not appear to OWS or Trainer to be in good health, or is deemed dangerous or undesirable.



## **HORSE TRAINING AGREEMENT**

### **5. Training of Horse**

The Trainer shall train 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. OWS and Trainer shall furnish all labor, provide suitable facilities and care for horse in an adequate manner with feed being determined by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. Owner shall submit a fully completed Horse Information Sheet for each horse on the premises belonging to Owner prior to delivery. This Information Sheet may include but is not limited to listing of vices, bad habits, medical conditions, personality, and physical conditions of the horse and how well the horse gets along with others.

### **6. Death 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 accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees owed. OWS fees and charges are non-refundable.

### **7. Feed, Facilities, and Services**

OWS agrees to provide adequate feed and hay unless owner prefers to provide. OWS and Trainer agree to provide adequate facilities for normal and reasonable care required to maintain the health and wellbeing of the animals in training. Owner acknowledges inspection of the facilities and finds same in safe and acceptable order \_\_\_\_\_

(Initial)

### **8. Risk of Loss and Standard of Care**

During the time that the horse is in the care, custody and control of OWS and Trainer, OWS and Trainer shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of OWS or the Trainer, its agents, and/ or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on OWS's premises. The Owner fully understands that OWS and Trainer do 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(s) in the possession of, and on the premises of Trainer are to be borne by the Owner. The standard of care applicable to OWS and Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall OWS and Trainer be held liable to Owner for equine death or injury. Owner is encouraged to obtain equine insurance for any animals, at Owner's expense, or forego any claim for any amount. Owner agrees to disclose this entire agreement to Owner's insurance company and provide OWS and Trainer with the company's name, address, and policy number. Failure to disclose insurance information shall be at the Owner's risk.



## **HORSE TRAINING AGREEMENT**

### **9. Inherent Risks 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 ways such 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 equine's 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; the 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 participant's ability. Owner expressly releases OWS and Trainer 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 OWS or its representatives, agents, or employees.

### **WARNING**

**Under Florida State Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.**

### **10. Hold Harmless**

Owner agrees to hold OWS and Trainer harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend OWS and Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with OWS and Trainer. OWS and Trainer reserves the right to notify owner within seven (7) days of the horse's arrival if said horse, in OWS's and 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.

### **11. Emergency Care**

OWS and Trainer agrees to attempt to contact Owner should OWS or Trainer determine veterinary treatment is needed for said horse(s), but, if OWS or Trainer are unable to contact Owner, OWS or Trainer is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within five (5) days from the date Owner receives notice thereof, or OWS or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner. OWS and/or Trainer shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illnesses or injury, unless OWS or Trainer is instructed herein by Owner or on Owner's Information Sheets, that the horse(s) is/are not surgical candidates. Owner agrees to notify OWS and 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 OWS and Trainer as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s). In the absence of such notification, OWS and Trainer will operate off of the implied consent philosophy in regard to the Horse's care and well-being.





## **HORSE TRAINING AGREEMENT**

### **12. Limitations of Actions**

Any action or claim brought by Owner against OWS or Trainer for breach of this contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

### **13. Ownership - Coggins Test**

Owner warrants that he/she owns the horse(s) and will provide proof satisfactory to OWS and Trainer of the negative Coggins test prior to the horse arriving on OWS property.

### **14. Changes or Termination of This Agreement**

It is agreed by the parties that this agreement may be changed or terminated by OWS or Trainer upon fourteen (14) 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 OWS's stables shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by OWS or Trainer.

### **15. Rules and Regulations**

The Owner agrees to abide by all the rules and regulations of OWS and 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).

### **16. Right of Lien**

The Owner is given notice that OWS and the Trainer has a right of lien as set forth in the laws of the State of Florida, for the amount due for the training, 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 horse(s) and other property until the amount of said indebtedness is discharged. However, OWS or 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 OWS or Trainer exercises 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 OWS's or Trainer's representatives setting forth the material facts of the default and foreclosure as well as OWS's and 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.

### **17. Property in Storage on Trainer's Premises**

Owner may store certain tack and equipment on the premises of OWS at no additional charge to Owner. However, OWS or 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. OWS or Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

### **18. 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 (Florida) of OWS's and Trainer's stable, and shall be enforced and interpreted in accordance with the laws of said state.



## HORSE TRAINING AGREEMENT

### 19. 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 has requested a training cycle of \_\_\_\_\_ days at a rate of \$\_\_\_\_\_ per 30-day cycle beginning on (date) \_\_\_\_\_. Stable will provide Purina grain and Coastal hay. Owner can provide additional grain or hay of their choosing at owner's expense. This does not change the training fee totals. Any supplements owner wants for their horse will be provided by owner upon arrival of horse.

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature of Owner Date

\_\_\_\_\_  
Printed name of OWS Rep./Trainer

\_\_\_\_\_  
Signature of OWS rep / Trainer: Date

### Horse Owner Information:

Horse Owner(s) Full Name: \_\_\_\_\_

Last four Social Security # XXX-XX-\_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License # \_\_\_\_\_ State of Issuance: \_\_\_\_\_

Current Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email address: \_\_\_\_\_

Emergency Contact: (name) \_\_\_\_\_ Phone: \_\_\_\_\_

Horse Owner agrees to notify Stable immediately of any changes to the above information. \_\_\_\_\_

(Initial)

Please list the names, addresses and phone numbers of a preferred veterinarian, farrier, and other important people you would like contacted for non-emergency visits: In the absence of the above information, OWS or Trainer will utilize OWS on call contractors. Tack and equipment inventory that is stored on OWS premises:



## HORSE TRAINING AGREEMENT

### Horse Information and bio-data:

Horse Barn Name: \_\_\_\_\_ Reg. Name: \_\_\_\_\_

Breed Association Registered With: \_\_\_\_\_ Reg. # \_\_\_\_\_

Foal Year: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_  Photo attached

Date of Coggins: \_\_\_\_\_ (FL State Law Requires a Current Coggins at boarding or training facilities)

**Required Vaccinations:** (proof required or vaccines must be administered upon arrival at owner's expense) Rabies, West Nile, Equine Influenza (EIV), Eastern, Western & Venezuelan Encephalomyelitis (EEE/WEE), Tetanus Toxoid, Equine Herpes (EHV-1 / EHV-4), & Equine Influenza Rhino (EIV) vaccines:

Date Administered: \_\_\_\_\_ Administered By: \_\_\_\_\_

Medical / Other Information: \_\_\_\_\_

Colic: Yes No Describe: \_\_\_\_\_ N/A

Choke: Yes No Describe: \_\_\_\_\_ N/A

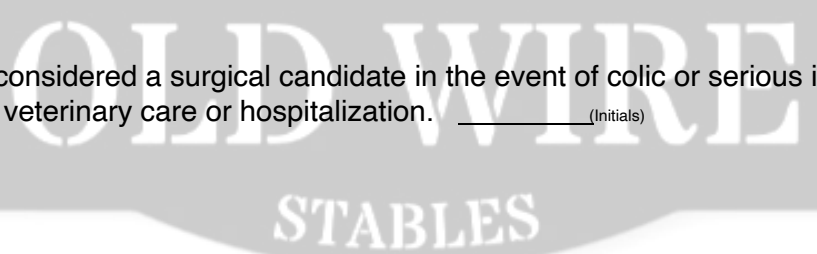
Abscesses: Yes No Describe: \_\_\_\_\_ N/A

Insurer & Policy: \_\_\_\_\_ N/A Insurer Emergency #: \_\_\_\_\_ N/A

### Extent of emergency care desired: (Check IS or IS NOT)

This horse IS considered a surgical candidate in the event of colic or serious illness or injury emergent veterinary care or hospitalization up to amount \$ \_\_\_\_\_ (Initials)

This horse is NOT considered a surgical candidate in the event of colic or serious illness or injury requiring emergent veterinary care or hospitalization. \_\_\_\_\_ (Initials)





## HORSE TRAINING AGREEMENT

### Training Questionnaire

Does your horse make you nervous and uncomfortable? Yes or No

Do you leave a halter on your horse all the time? Yes or No  
Why? \_\_\_\_\_

Are you able to catch your horse with ease or do you use treats, shake a feed bucket, etc.?  
\_\_\_\_\_

Are you able to lead your horse comfortably and without issues? \_\_\_\_\_  
\_\_\_\_\_

Does your horse push you around, drag you, bite you, nibble you, turn its butt to you, or constantly run away from you? \_\_\_\_\_  
\_\_\_\_\_

Have you or anyone else ridden your horse and what were the results? \_\_\_\_\_  
\_\_\_\_\_

Have you ever fallen off your horse or been bucked off? Yes or No

Do you feel you may need halter lessons and/or riding lessons? Yes or No

On a scale of one to ten, what is your confidence level in regard to your horse? \_\_\_\_\_  
\_\_\_\_\_

Please describe behaviors you've observed about your horse that raise questions or concerns.  
\_\_\_\_\_  
\_\_\_\_\_

Has your horse ever received formal training and if so, how long, what training and by who? \_\_\_\_\_  
\_\_\_\_\_

What are your goals for this horse; what do you want to do with your horse? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What will this horse be used for after it returns home? \_\_\_\_\_  
\_\_\_\_\_

Please describe what level of training and expectations you have: \_\_\_\_\_  
\_\_\_\_\_

Will you be committed to learning and training yourself so that you may continue your horse's training once the requested training cycle is completed? Yes or No