

# Spring Meadows Farm LLC

## Training Contract

**TRAINING AGREEMENT** (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between \_\_\_\_\_ hereinafter referred to as "Owner", and Michelle Stickley and Spring Meadows Farm, LLC hereinafter referred to as "Trainer".

WITNESSETH that Owner owns the below described horse and covenants with Trainer to train said horse for the purpose and under the terms hereto agreed as follows:

### Owner Information

Name \_\_\_\_\_

Birthdate \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Email \_\_\_\_\_

Employer \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

### Description of Horse

Name \_\_\_\_\_ Barn Name \_\_\_\_\_ Year Foaled \_\_\_\_\_

Sex \_\_\_\_\_ Breed \_\_\_\_\_ Reg. # \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Color/Markings \_\_\_\_\_

Current level of training according to owner \_\_\_\_\_

Owner Goals \_\_\_\_\_

Previous Trainer \_\_\_\_\_ Phone \_\_\_\_\_

Previous Trainer \_\_\_\_\_ Phone \_\_\_\_\_

Previous Trainer \_\_\_\_\_ Phone \_\_\_\_\_

**Terms of Payment**

Owner shall pay Trainer \$\_\_\_\_\_ per month of training. This contract covers \_\_\_ month(s) of training. Payments can be made in cash or check. Payment for first month is due on the day of arrival \_\_\_\_\_. For horses in training more than 1 month next payment is due on same date \_\_\_\_\_ in the next month and each month following for the duration of training. Payment not received by the \_\_\_\_\_ will incur a \$20/day fine for every day after until payment is received. Any additional expenses incurred will be billed on the following month's bill. Training is completed on this date \_\_\_\_\_ and for every day after Owner agrees to pay \$20/day boarding until horse is picked up.

**Services**

Owner agrees to keep horse up to date on all farrier services and veterinary care including but not limited to, immunizations (5 or 6 way, Tetanus Toxoid, West Nile Virus, Strangles, and Rabies), routine worming (Ivermectin/Pyrantel) within past 2 months, and a negative coggins tested and dental float within the last 12 months. Owner also agrees to fill out veterinary information form and agrees to give Trainer a copy of all veterinary care received by horse in the past year including but not limited to: routine vaccinations and coggins.

Care and services included in the training fee are: training and boarding of said horse and one lesson as stated in Training paragraph below. Services NOT included in the training fee are: trailering to locations, farrier services, de-worming, routine veterinary care, clipping, bathing and may include others. Farrier service fees, de-worming done by Trainer, routine veterinary care at Trainer's, and supplements are to be prepaid by Owner prior to services.

**Feed and Facilities**

Trainer will either provide a minimum stall size of 10X12 for each horse or paddock with adequate supply of grass and fresh water. Horse will be fed and watered twice daily. Horse will be fed 2-3 flakes of grass hay per feeding and grain if needed to sustain physique. Horse will be turned out 6 days/week weather permitting, will have heat lamps and heated water buckets in winter and will be provided a stall fan in the summer months if kept in a stall.

**Emergency Care**

Preferred Vet \_\_\_\_\_ Phone \_\_\_\_\_ Emergency \_\_\_\_\_  
Second Choice Vet \_\_\_\_\_ Phone \_\_\_\_\_ Emergency \_\_\_\_\_  
Preferred Farrier \_\_\_\_\_ Phone \_\_\_\_\_  
Second Choice Farrier \_\_\_\_\_ Phone \_\_\_\_\_

Trainer agrees to attempt to contact Owner should Trainer feel that emergency veterinary treatment is needed for said horse. However, if Trainer is unable to contact Owner or emergency contacts, Trainer is then authorized to secure emergency veterinary and/or farrier care required for the health and well being of said horse up to a cost of \$\_\_\_\_\_. All costs of such care secured shall be paid by Owner. Trainer is authorized, as Owner's agent, to arrange direct billing to Owner.

Owner agrees to notify Trainer in writing of any and all change of addresses, 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, Owner shall notify Trainer in writing 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 said horse prior to departure.

### **Training**

Training includes a minimum of **5 (five)** days per week and may include riding, round-pen work, and/or groundwork. Training may include Trainer trailering horse to a different facility for trails or cattle work. Owner agrees to hold Trainer harmless for any injuries that may occur during trailering and training at different locations. Training includes one lesson on said horse prior to departure. This lesson is mandatory and horse is unable to be released from property until lesson is completed. Owner assumes all charges for horse boarded after training until horse is released and picked up. Horses will not be ridden by anyone other than Trainer or Owner while in training unless prior arrangements have been made. Trainer shall train horse and perform all services compassionately, humanely, and conscientiously in accordance with generally accepted professional standards. Trainer does not and cannot guarantee any effect of the training program or that any particular results will be achieved during the term of training, since this depends a great deal on the ability, disposition, and prior training of the horse. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

### **Risk of Loss**

During the time that the horse is being physically trained the horse shall be in the custody of the Trainer. While the horse is under the control of the Trainer, Trainer shall not be liable for any injury, sickness, death, or theft suffered by the horse from any other cause of action arising from or connecting to the training of the horse or any other event or incident. Trainer will exercise reasonable care for the protection of the horses and shall train the horses to the best of his/her ability. It is understood that each animal is unique and the Trainer cannot guarantee the results or degree to which the horses will be trained.

Owner further understands that the training of a horse involves the placing of above normal stresses on the horse both physically and mentally and the Trainer is in no way responsible for the results of the reasonable levels of stress which could potentially cause injury, illness and/or loss of life caused by or to the animal while in the control of the Trainer. Owner fully understands that Trainer does not carry any insurance for any horses not owned by Trainer for boarding or for any other purposes, or for third parties. It is Owner's obligation to see horse is insured and Owner is advised to carry own policy.

Owner agrees to hold Trainer harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with training, or for any other reason, for which the horse is under the control of Trainer, are to be borne by Owner.

**Inherent Risks**

**WARNING: UNDER MISSOURI LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI. (L. 1994 S.B. 457)**

**Right of Lien**

Trainer has the right of lien as set forth in the law of the State of Missouri (MO 430.150) for the amount due for the board and training and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full.

**Entire Agreement**

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be made in writing and signed by all parties to the Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties. This agreement ends once all fees have been paid.

I/We, the undersigned, have read and do understand the foregoing agreement, warnings, and assumptions of risk. I/We further attest that all stated facts and true and accurate.

Date \_\_\_\_\_

**Owner**

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

**Trainer**

Spring Meadows Farm, LLC  
Michelle Stickley

Signature \_\_\_\_\_