

Anita Howe's Gaited Horsemanship

3820 Claud Rd, Eclectic, AL 36024 ph - 816-686-7748

TRAINING CONTRACT

WITNESS THIS AGREEMENT this ____ day of _____, in the year 2021, by and between Anita Howe, hereinafter referred to as "Trainer" and

_____, Hereinafter referred to as "Owner". Trainer agrees to accept Owner's horse _____, Breed _____, for Gait Correction/Refinement training.

It is the intention of the Owner to place this horse into training with the Trainer.

It is understood and agreed that the events or purpose for which the horse as above-described is accepted for training are as follows:

(Select one)

_____ Standard month to month ... Gaited horse to be trained under saddle (including ground work as needed) in authentic breed gaits and in willingness to carry a rider, without the use of artificial aids such as heavy shoes, chains, pads, or action devices of any kind. Primary focus will be on gait correction and/or behavior modification as discussed prior to the signing of this contract. Trainer agrees to work with owner's horse for 5 hourly lessons per week, or equivalent thereof. We recommend horses remain in training for a minimum of 90 days for solid gait correction. Any training anticipated less than 60 days must be previously agreed upon with Trainer.

_____ Gait Correction Guarantee: Healthy horse that "willingly" carries a rider to be trained and corrected in authentic conformational easy-gaits... minimum of 90 days commitment required, and if horse does not self-carry "natural" and authentic 4-beat gait faster than traditional walking speeds within that time period, a refund of the training portion of your charges will be refunded to the owner. Any additional services are outside of this refund guarantee (farrier, vet, deworming's, etc.) Additional training goals agreed upon shall also fall outside of the parameters of this guarantee. "Natural" is defined as "self-carried by the horse, unassisted through mechanical influences, abnormal shoeing or hoof manipulation geared toward gait manipulation, and to include only gentle biting".

Owner agrees and attests to the following requirements for this guarantee:

- ◆ Horse must be barefoot or keg shod evenly all around only (*we much prefer barefoot*) with anterior toe length no more than 4 inches from hair to ground
- ◆ horses must be completely sound, healthy, in good flesh and ready to enter training (health certificate appreciated, vaccination records and coggins required)
- ◆ Horses must be "willing" to carry a rider... (no rank horses, please). Behavior corrections training should be discussed and agreed to *separate from this guarantee*
- ◆ horses must have had a recent performance dental float within 6 mos.
- ◆ Stallions accepted only with advanced scheduling, due to limited facilities for stallion board.

1. FEES and TERMS:

► Owner shall pay the Trainer for professional services and board as described below:

■ The fee of \$900.00 per month combined training and stall board. Board only being \$300.00 per month. Prorated daily training rate at \$28.00

- ▶ Changes in monthly rates or other charges are subject to alteration upon thirty- (30) day's notice to Owner.
- ▶ All expenses incurred for veterinarians, shoeing, supplements, show grooming or special handling shall be billed with any other out-of-pocket costs after the incurrence thereof and included in the next billing if no direct billing arrangements have been made.

2. PAYMENT OF INVOICES:

- ▶ Training and boarding fees are payable *in advance*, with first month payable upon arrival of equine at Howe They Walk Farm. Trainer will make all efforts to issue timely invoices *through email* at the first of each monthly billing period and are payable **upon receipt**. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the horse will not be released from Trainer's possession until all expenses have been paid in full. In the event payment is overdue by more than fifteen (15) days, training services for the horse shall be suspended while boarding expenses will continue to accrue until such time as the owner satisfies the outstanding bill. At that time arrangements can be made for owner to pick up said horse or training may resume if all parties agree. Trainer shall be entitled to a lien against the horse until all outstanding fees and expenses have been satisfied by the owner. Enforcement of said lien shall be at the discretion of Trainer who may sell the horse for amounts outstanding in accordance to the appropriate laws of the State of Alabama.
- ▶ Note: non-receipt of invoice prior to the new month does not in any way effect the owner's liability or responsibility to pay by the beginning of that month.

3. VETERINARIAN, SHOEING AND RELATED SERVICES:

- ▶ Trainer assumes responsibility for arranging veterinarian and farrier services as deemed necessary or as requested by the owner. Trainer will use a veterinarian and farrier of her choice to provide ordinary and necessary care unless Owner has requested Owner's veterinarian and farrier be used. However, if they are unavailable, Trainer will engage his choice.
- ▶ All veterinarian, farrier and medical expenses shall be paid by Owner, as further described herein. Owner agrees to provide Trainer with all pertinent health records with regard to the horse(s).
- ▶ Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule. In the event same is not accomplished and proof of same presented to Trainer within thirty (30) days from the date of such services or veterinary treatment, trainer 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 Trainer of the bill for such services rendered, including service charges. Such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.
- ▶ Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable.

4. 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. **Above Guaranteed Gait Correction is the only exception to this statement, with a minimum 90 days training commitment.** 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.

5. SHOWING OF HORSE:

- ▶ ~~Unless specifically advised by the Owner not to exhibit said horse, Trainer shall, at Trainer's discretion, have the horse shown at the horse shows of his choice.~~
- ▶ ~~Trainer shall provide any necessary transportation to and from said shows at the rate of 40 cents~~

per mile, plus 0 per show with the minimum charge per show being \$10.00. In the event professional horse transportation services are utilized, Owner agrees to pay all said applicable charges. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees or other directly related charges incurred while horse is being shown or transported, including any and all lay-up charges in transit. This includes an allocation of the horse Owner's prorated portion of expenses for all horses being shown by Trainer at the time said expenses were incurred in order to reimburse Trainer for Trainer's and Trainer's employee's expenses, costs of grooms and related expenditures incurred while away from the Farm.

- ▶ ~~Owner shall receive all trophies and ribbons earned by said horse. Trainer shall receive all remaining monies earned and awarded with said trophies and ribbons. Trainer shall be entitled to be reimbursed by owner for any and all fees or expenses paid on behalf of the horse(s) outside of noted awards.~~

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 already incurred.

7. FEED, FACILITIES, AND SERVICES:

- ▶ Trainer agrees to provide adequate and healthy feed and safe facilities for normal and reasonable care required to maintain the well being of all animals on premises. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

8. RISK OF LOSS AND STANDARD OF CARE:

- ▶ During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, astray, 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 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 Trainer's premises.
- ▶ The Owner fully understands that Trainer does 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 Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal.
- ▶ Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000).
- ▶ Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

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 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.

10. HOLD HARMLESS:

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

- ▶ Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, 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 incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner.
- ▶ Trainer shall assume that Owner desires surgical care *if recommended by a veterinarian* in the event of colic, or other life-threatening illness, unless 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 Trainer 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, prior to departure Owner shall notify 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).

12. LIMITATION OF ACTIONS:

- ▶ Any action or claim brought by Owner against 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 owns the horse(s) and will provide proof satisfactory to Trainer of the negative Coggins test upon request. COGGINS # _____

14. CHANGES OR TERMINATION OF THIS AGREEMENT:

- ▶ The Parties agree that this Agreement may be changed or terminated by Trainer upon thirty-(30) days notice, regardless of the rental or training period. All notices must be issued in writing unless otherwise agreed upon by the parties.

15. RULES AND REGULATIONS:

- ▶ The Owner agrees to abide by all the rules and regulations of 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), and prior notification of intent shall be made via email or telephone from the Owner of such arrangements.
- ▶ No horses are to be removed from Trainers premises without said prior notification of intent.

16. RIGHT OF LIEN:

- ▶ The Owner is given notice that Trainer has a right of lien as set forth in the laws of this state, for the amount due for the 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, Trainer will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse (s.) In the event Trainer exercises
- ▶ Trainer's 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 Trainer's representatives setting forth the material facts of the default and foreclosure as well as 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 \$500.00 will be assessed.

17. 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 of Trainer's stable, and shall be enforced and interpreted in accordance with the laws of said State.

18. 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.

Please be aware that the following are requirements for horses coming to Howe They Walk Farm

- 1. They must be sound, healthy and in good flesh.**
- 2. They must be current on all vaccinations and dewormings.**
- 3. They must be either barefoot or keg shod all around with natural hoof angles, no toe lengths in excess of 4 inches.**
- 4. Any wolf teeth should have been extracted and they should have had a dental float within the last 6 months (or agree to have this done upon arrival).**
- 5. No horse younger than 3 yrs old will be accepted for training.**
- 6. The canter will not be trained on any horse younger than 4 yrs. old.**

Owners Name: _____

Address: City / State / Zip Code _____

Daytime Phone / Evening Phone: _____ / _____

Cellular phone or emergency contact: _____

Please indicate which number to contact first in case of emergency.

Signature of Owner (Or Authorized Agent) and Date _____

Acceptance signature of Trainer and Date: _____

Anita J. Howe
Howe They Walk Farm,
3820 Claud Rd, Eclectic, AL 36024

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