Shenanigan Stables LLC Training Contract

This agreement has been	made on the	day of	
between Jordan Inman,	hereinafter referred to	as "Trainer"	
and	, hereinafter refe	erred to as "Owner."	

- 1. **Fees, Term, and Location**. Owners shall pay Trainer for professional services, the fee of \$750 per month, plus any additional fees for medication given, supplements, or additional lessons. Invoices will be sent out before the 2nd and Payment is due by the 5th of each month. Horse will reside at Meadow Lane Equestrian Center. Owner will sign a different boarding agreement with MLEC.
- 2. **Payment of Services**. Monthly training fees are due by the 5th of each month. Invoices will be sent by the 2nd of each month. In the event payment is overdue by three days, all training stops and a late fee of \$15 per day will be added to the amount due to cover costs of care.
- 3. <u>Veterinarian, Farrier, and Related Services.</u> Trainer will use a veterinarian and farrier of their choice to provide ordinary and necessary care. All veterinarians and farriers expenses should be paid by the Owner directly. Owner agrees to have the horse(s) wormed, vaccinated, shod, and trimmed on a regular schedule. Trainer is authorized to schedule such treatment. In addition, Owners of horses that require sedation or handling by Trainer during such treatment, agree to pay for the handling and medicine administered by the Trainer.
- 4. <u>Training of Horse</u>. The Trainer shall train and exercise the 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. The Trainer has complete control over the horse's training schedule including but not limited to riding time, lunging, turn out, and days off. The Trainer will use consistent communication with Owner on progress being made and hear any concerns.
- 5. **Exclusivity of Training**. Owner agrees that the horse is exclusively in training with Shenanigan Stables and will not bring in other trainers, instructors, or clinicians without approval of the Trainer. In addition, the Owner agrees not to take the horse off the property without permission from the Trainer. Owner also agrees not to take any lessons with any other barn without approval of Trainer as consistency is key to progress.

6. **Risk of Loss and Standard of Care.** During the time the horse(s) is/are in custody of the Trainer, the Trainer shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse(s), except in the event of negligence on the part of the Trainer or their employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on the premises.

The Owner fully understands that the Trainer does not carry any insurance on horses not owned by them and that all risks connected with time the horse(s) is/are in the possession of or care of the Trainer are to be borne by the Owner. In no event should the Trainer be held liable to the Owner for equine death or injury. Owner agrees to obtain equine insurance for any animal valued over \$20,000 at Owner's expense. Owner agrees to disclose the entire agreement to Owner's insurance policy and provide Trainer with the company name, address, and policy number. Failure to disclose insurance information shall be at Owner's risk.

- Veterinary Care seem necessary for said horse(s). However, if the Owner is unable to be reached, then the Trainer has the right to secure emergency veterinary or farrier care required for the health and well-being of the horse(s). Trainer is authorized, as Owner's agent, to arrange direct billing to the 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.
- 8. **Property in Storage on Trainer's Premises**. Shenanigan Stables is not liable for the theft, loss, damage, or disappearance of any tack or equipment stored on the property. Trainer is also not liable for the theft, loss, damage, or disappearance of any tack taken to horse shows or clinics.
- 9. <u>Consent to Use Media</u>. Owner agrees to allow Trainer to use photos and video clips on the website, advertisements, Facebook, and Instagram.
- 10. <u>Feed, Facilities, and Services</u>. Owner is aware that all questions over facilities and feed concerns should be directed to Trainer. If needed, owner agrees to put the horse on Alfalfa for an additional fee of \$70 per month.
- 11. <u>Inherent Risks</u>. Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of feasible safety measures which can be taken, and Owner agrees to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons

on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Owner also acknowledges that these are just some of the risks and agrees to assume others not mentioned here. Owner is not relying on the Trainer to list all possible risks.

- 12. **Ownership-Coggins Test**. Owner warrants that he owns the horse(s) and will provide proof satisfactory to the Trainer of the negative Coggins test upon request.
- 13. <u>Showing of Horse</u>. Trainer and Owner shall agree on a horse show schedule for said horse. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees, or other related charges incurred while the horse is being shown or transported, including any and all lay-up charges in transit. Owner agrees to pay Trainer's rates at shows and hauling. Trainer agrees to provide Owners with explanations and details of show bills at any time.
- 14. <u>Sales and Purchasing of Horses</u>. Owner will not purchase horse(s) to be put in training without approval and involvement of the Trainers. The Trainer has ultimate veto and does not have to allow any horse into the program. Refusal to adhere to this rule can result in termination of other Training Contracts between Owner and Trainer. Trainer shall receive a 10% commission on any horse found for Owner. Trainer will handle all communication between Owner and Seller of said horse. In addition, Owner will not sell any horse currently in Training without the consent of the Trainer. Trainer will handle all communication between prospective buyers about the sale. Trainer agrees not to allow a sale to go through without Owner's consent of purchase price. Owner agrees to a 10% commission paid to Trainer for assisting in the sale. A minimum commission of \$1500 is due if the price of the horse is under \$15,000.
- 15. <u>Hold Harmless</u>. Owner agrees to hold Trainer and assistant trainers harmless from any and all claims arising from damage or injury 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 Trainers. 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

- 16. **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.
- 17. **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.
- 18. <u>Communication</u>. Trainer and Owner agree to communicate and work out any conflict as soon as it occurs. Concern with horse(s) progress should be voiced on either side. Owner agrees to speak positively of the program and uphold a positive culture at the barn. Gossip and slander are not tolerated. Owner and Trainers agree to a 15 day notice before termination of training services, unless contract is broken in which case immediate termination will occur. If Owner decides to move the horse before the agreed upon date, there will be no refund of training money issued.

Owner's name:			
Signature:	Date		
Trainer signature:			
Jordan Inman:		Date	

Horse Information

Registered Name:		
Barn Name:		
Breed:	Registration #:	
Height:	Gender:	
Color:	Markings:	
List any and all health conditions either current or past:		
Circle answer:		
In case of emergency and horse colics and I my horse.	cannot be reached I do / do not desire surgery for	
My horse is / is not insured. I have provided necessary information to Shenanigan Stables.		
Anything else you want to note about your horse:		