

HIDEAWAY STABLES

Training Contract and Agreement

19492 411th Ave.

Arlington, MN 55307

(507) 964-2918

www.hideawaystables.com

BOARDING:

This contract is between HideAway Stables (hereafter referred to as “stable”), owned and operated by the Thomas family, and the person(s) listed below (hereafter referred to as “owner”), for the boarding of the owner’s horse. For the fee of \$185.00 per month paid by the owner due in advance on the first day of each month, the stable agrees to board said horse (board paid after the tenth of the month is subject to late fees). This boarding fee includes the use of one 10x10 box stall, space in the stables tack room for saddle, bridle, and grooming equipment owned and supplied by the owner, daily turnout (as appropriate, weather permitting, at the discretion of the stable), both hay and up to 6lbs. grain/3lbs. senior feed a day if desired. If a specific grain is fed and stable can not provide, then the owner may bring in feed for said horse at owner’s expense. Extra costs that may be incurred include but are not limited to: Horse trailer storage \$10-\$20 (depending on size) per month, worming services \$2 plus cost of wormer if not provided by owner, holding your horse for the farrier or vet \$5, extra bedding in stalls \$20/month, and any additional special needs will be decided when they occur or need to be provided.

Owner: _____
(please print)

Address: _____

Home Phone: () _____

Cell Phone: () _____

Email Address: _____

Description Of Horse

Name: _____

Breed: _____

DOB: _____ Age: _____

Sex: Gelding Mare Stallion (circle one)

Color: _____ Height: _____

Registration #/Tattoo: _____

(copy of registration papers are requested for stables records)

Stable agrees to provide normal and reasonable care to maintain the health and well being of the horse listed. If medical treatment is needed, stable will attempt to call owner. In the event the owner cannot be reached, stable reserves the rights to secure emergency veterinary and/or

farrier care. Owner is responsible for any and all expenses of such care. Payment is due upon receipt. The stable reserves the right to arrange for the owner to be billed directly in cases of care in excess of \$100.00. Dr. Susan Patton and Dr. Jessica Hafemann of MN Valley Veterinary is the stable's veterinary services. Owner has the right to arrange their own services if they desire as long as it coincides with the stable schedule.

The stable agrees to implement a shoeing and worming/vaccination program consistent with recognized standards. Stable shall attempt to inform owner when such services are to be scheduled. If the owner chooses such service, they will be billed, and payment is due upon receipt. If owner cannot be reached, and stable determines such services are necessary for the well being of the horse, the services will be performed and billed to the owner consistent to the process mentioned above. The stable requires that worming, vaccinations, and coggins testing be done regularly, in accordance with stables set schedule, for the benefit of all animals on the premises. The stable also requires regular farrier services; the stable schedules with Zach Thompson every 6 to 8 weeks and will post when farrier is due to come out. If owner chooses to use a different farrier, they must be present when that horse is scheduled for farrier work.

While horse is boarded at the stable, the stable shall not be liable for any sickness, disease, theft, injury, or death suffered by said horse or any other cause of action arising from or connected with boarding of said horse. The owner assumes all risks. The owner agrees to hold stable harmless from any loss or theft of items left on the premises. The stable assumes no responsibility for injury or death of owner or guests of owner on stable property. Ride at your own risk. Stable reserves the right to refuse access to stable property to any person(s) who exhibit unruly or dangerous conduct, which stable believes will put human or animal at risk for injury, or will damage stable property. Owner of said horse may be responsible for damage done to stable property by themselves, their guest(s) and/or said horse(s).

The stable mandates and enforces the proper apparel when riding. Helmets are required at all times when riding any horse on stable property. If non-compliance, there will only be one warning and then boarding agreement will terminate with written notice and said horse will need to be removed from stable property within 10 days.

Barn rules follow as such: No smoking in the barn or around any buildings, all parties must remain 15 feet from any structure and dispose of the remains in designated areas. No alcoholic beverages may be brought or used on stable premises. No dogs allowed. Don't use other people's equipment without permission, and return it clean and in its original position/place. Please pick up after yourself. Throw garbage away and put your equipment away. No riding inside the stable. Please keep aisles clear of clutter. Always use proper riding apparel; helmet, boots (with small heel), and reflectors when called for. Riding is allowed along edges of the fields unless other notification is posted.

The stable hours are sun-up to sundown. For security reasons the Thomas' would like to know if you plan on being here early mornings or late evenings to visit your horse when it is not usual barn hours. All arena schedules will be posted for open riding times. You may visit your horse seven days a week, 365 days a year. HideAway Stables values the time anyone can take to come out and see his or her animal(s).

HideAway Stables does not tolerate any stable vices the said horse may have; cribbing, weaving, etc. If vices are not correctable and damage has been done, HideAway Stables will hold owner responsible for replacement costs and will terminate boarding contract. If said horse is causing stress among the other horses within the facility and they have started mimicking vices, HideAway Stables reserves the right to terminate board immediately and request horse is removed from stable property within 48 hours of notice. If owner fails to do so, the stable reserves the right to remove the animal to another housing facility. The owner will be notified of such doing.

TRAINING:

WITNESS THIS AGREEMENT this _____ day of _____, 20_____, by and between _____, hereinafter referred to as "Trainer" and _____, hereinafter referred to as "Owner," and if owner is a minor, Owner's parent or guardian. Trainer agrees to accept owner's horse _____ for training. It is understood and agreed that the events or purpose for which the horse as above-described is accepted for training are as follows.

FEES and PAYMENT: Owner shall pay the Trainer for professional services and board as described within this contract, the fee of \$ _____ per month or \$ _____ a day, for training and board, board alone being \$ _____ per month or \$ _____ per day. All fees for board and training are due on day of arrival or the first of each month whichever falls first. 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 not be released from Trainer's possession until all expenses are paid in full. In the event payment is overdue by fifteen (15) days, Trainer shall be entitled to a lien against the horse and/or equipment stored upon Trainer's premises in the full amount due. Enforcement of said lien shall be at the discretion of the Trainer who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State of Minnesota.

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. Trainer shall furnish all labor, provide suitable facilities and care for horse in an adequate manner. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. Trainer guarantee's working with the horse a minimum of five (5) days a week, weather permitting. Trainer also requires Owner participation at the same time so that the Owner can observe and learn. Owner is responsible for scheduling sessions with the Trainer. Owner agrees to provide trainer with all health records with regards to the horse(s) if requested. Trainer reserves the right to refuse any horse(s) upon the premises if horse(s) does not appear to be in good health or is deemed dangerous or undesirable.

RISK OF LOSS and STANDARD OF CARE: During the time that the horse(s) is/are in custody of the Trainer, Trainer shall not be liable for any sickness, disease, stray, 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 of the Trainer, its agents, and or employee's. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest(s), may receive on the 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. It is up to the Owner to seek equine insurance for horse(s) at Owner's expense. Owner agrees to provide Trainer with the company's name, address, and phone number and policy number. Failure to disclose insurance information shall be at Owner's risk.

HOLD HARMLESS: Owner agrees to hold Trainer 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 Trainer. Trainer reserves the right to notify Owner within (7) days of the horse's arrival if said horse(s), 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.

Either party may terminate this agreement. Termination must be made in writing 30 days prior to termination date. In the event of default, stable has the right to recover any and all attorney fees and court costs resulting from failure to meet a material term of this agreement. Stable shall give the owner 30 days written notice of change in the boarding rate. The stable has right of lien for the amount due for board and additional services agreed upon. Stable shall have the right, without due process of law, to retain said horse until payment is made. If payments become greater than 30 days delinquent, stable reserves the right to sell said horse to secure payment.

A copy of the horse's current Coggins test, vaccination records (issued by vet for current year), and registration paper's (if any) are due before horse is brought onto stable property.

I have read and understand this contract, as well as the stable rules given.

Owner: _____
(Parent/Guardian signature required if horse owner is under age of 18)

Date: _____

NOTES:

Stables Signature: _____

Date: _____