

CANYON LAKE FARM- TRAINING CENTER, INC

TRAINING AGREEMENT

TRACY FINCHER

760-443-3651

WWW.CANYONLAKEFARM.COM

1. PARTIES. THIS AGREEMENT is made this ____ day of _____ 20____
by and between Canyon Lake Farm – Training Center, INC, whose mailing address is 30003 San
Timoteo Canyon Road, Redlands, CA 92373.
(hereinafter “TRAINER”) and :

OWNER’S NAME

DAYTIME PHONE

CELL PHONE

WORK PHONE

ADDRESS

CITY/ZIP

SOCIAL SECURITY

AHA CARD#

USEF CARD#

FARRIER:

VET #1:

VET #2

EMERGENCY CONTACT:

IN CASE OF EMERGENCY PLEASE DESCRIBE WHAT YOU WOULD LIKE DONE IN THE
EVENT THAT YOU CANNOT BE CONTACTED:

A. DEFINITIONS - The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be trained under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The terms "TRAIN" and "TRAINING" shall herein refer to the schooling, conditioning and education of horses. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor.

B. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER intends for the TRAINER to undertake the training of the animal(s) listed below and to provide other incidental services according to terms and conditions set forth herein. OWNER agrees to pay to the TRAINER the sum of \$_____ per month. Payment is due on the 1st of each month, and is considered late on the 6th, if payment has not been received by the 6th then all services will be discontinued until payment is received. All expenses incurred for veterinarians, shoeing, or other out-of-pocket cost shall be paid directly by OWNER.

C. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE TRAINED

1. Barn Name of Horse _____ Date of Birth: _____
Registered Name _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____
Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

Type of Training Desired _____

2. Barn Name of Horse _____ Date of Birth: _____
Registered Name _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____
Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

Type of Training Desired _____

D. FEE SCHEDULE FOR TRAINING SERVICES - TRAINER shall provide OWNER with a fee schedule for services in advance of the signing of this agreement, which shall become part of this agreement. TRAINER'S fee schedule may change at any time. Should such a change be required TRAINER shall give no less than 30 days written notice prior to implementation.

E. MISCELLANIOUS SERVICES, FEES, and EXPENSES. Customer shall pay all miscellaneous fees and expenses as set forth in the CLF Fee Schedule attached hereto and as may be increased or modified hereafter by CLF together with all amounts necessary to reimburse CLF for services provided and expenses incurred on behalf of Customer and Horse. Customer shall also pay or reimburse CLF promptly for all taxes, however defined or denominated except income taxes, related to this Agreement and for any interest and penalties imposed in connection with such taxes. Such amounts described in this Section shall be referred to in this Agreement as "Miscellaneous fees and Expenses."

F. PAYMENT OF INVOICES - Invoices are payable with cash, check, CC or bank pay upon receipt. A fee of \$25.00 will

be applied for each returned check and checks will no longer be accepted as a form of payment. 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 thirty (30) days, TRAINER shall be entitled to a lien against the horse. 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.

G. TRAINING OF HORSE - The TRAINER shall train horse and perform all services in accordance with generally accepted professional standards. The TRAINER will exercise reasonable care for the protection of the horses and shall train the animals to the best of his/her ability. OWNER shall submit an information sheet for each horse on the premises belonging to OWNER within forty- eight (48) hours of delivery. This Information Sheet shall include any and all information on each horse that will aid the TRAINER in training and maintaining the horse. This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse and how well the horse gets along with others.

H. HORSE HEALTH WARRANTY - Each horse shall enter the TRAINER's premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for this area at least 6 months prior to arriving at the training facility. TRAINER will make an effort to keep each horse in good health but cannot guarantee each horse's health. OWNER must present the following up-to-date documents to TRAINER prior to the entry of horse onto TRAINER's premises.

Worming and Immunization Record

Negative Coggins Test (if horse is coming from out of state)

The following is highly recommended but is not required. Vaccination against Strangles and Veterinarian Health Certificate

I. INSURANCE - If the Horse is insured, please provide a copy of the policy. Client acknowledges that TRAINER is not obligated to carry any insurance covering the Horse and that Client is to obtain, at Client's sole cost, all insurance coverage of and concerning the Horse in amounts that Clients deems appropriate, but is not obligated to obtain any such insurance. All insurance obtained by client regarding or concerning the Horse shall contain a waiver by the insurer of any right of subrogation against TRAINER and its subsidiaries, affiliates, owners, servants, employees, representatives, contractors and agents. Clients releases TRAINER from all liability, damages or injuries regarding or in connection with any information given or not given to Client's insurers by TRAINER, including, but not limited to, notifying Clients insurer or obtaining insurer consent for surgical or other health-related services rendered or to be rendered to the Horse, which shall remain Client's responsibility.

J. TRAINER'S RIGHT TO REFUSE SERVICES - TRAINER reserves the right to refuse the continuation of training services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices; and/or non-trainable condition which TRAINER may not be equipped or capable to handle; OWNERS refusal to obey stable rules or to cooperate with TRAINER on reasonable requests relative to the management, training, welfare and safety of animals and people on premises; and, also in such event TRAINER shall give OWNER **7 (SEVEN)** days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded.

K. ROUTINE HORSE CARE REQUIREMENT - Horses in training must be on a normal worming, immunization, shoeing, and teeth floating program, the cost of which shall be borne by OWNER.

L. 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).

M. OWNER ACCEPTANCE OF RESPONSIBILITY - During the time that the horse(s) are being trained the horse(s) shall be in the custody of the TRAINER. OWNER has inspected the TRAINER's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further understands that the training of a horse involves the placing of above normal stresses on the horse both physically and mentally and that 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 horse(s) by death. OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animals while in the control of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the TRAINER by OWNER. OWNER is also responsible for

accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s).

N. RELEASE OF LIABILITY - In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER's owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on TRAINER's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to TRAINER's and/or TRAINER's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the TRAINER's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the TRAINER and TRAINER's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the TRAINER.

O. 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 attorney's fees, costs, and other related expenses for which a minimum charge of \$1000.00 will be assessed.

P. OWNER RIGHT OF TERMINATION - Upon **30 (thirty)** days written notice to the TRAINER and after a minimum training period of **30 (thirty) days**, the OWNER may terminate this agreement for any reason. If OWNER is unable to give **30 (thirty)** days written notice, **30 (thirty)** days of fees will still be applied. TRAINER shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this agreement is concluded.

Q. 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.

R. AGREEMENT SCOPE AND TERRITORY - This agreement shall be legally binding upon the TRAINER and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the TRAINER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

S. 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

PLEASE INCULDE A COPY OF HEALTH AND VACCINATIONS RECORDS, REGISITRAION PAPERS, USEF CARDS, AND AHA CARDS. IF OWNER IS A MINOR, PARENTS OR LEGALLY RESPONSIBLE ADULT MUST SIGN

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

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.

SIGNATURE OF OWNER _____ **DATE:** _____

SIGNATURE OF OWNER _____ **DATE:** _____