

Charlene Andrade d.b.a. **Foundation Horse Training**
4604 Toutle Court SE, Olympia, WA 98501-9573 phone: 360.292.3739 fax 360.539.8112
candrade@foundation-training.net

Horse Training Agreement

(Please cross out what does not pertain to you or change what you wish best for our partnership)

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury of death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

In consideration of these risks therefore, the undersigned agrees to hold harmless and indemnify Charlene Andrade, Foundation Training, its representatives, Rushing Wind Equestrian Center, and further releases them from any liability or responsibility for accident damage, injury or illness to the Owner’s horse being placed in Training with Charlene Andrade.

This agreement is made and entered into _____ (date), by and between _____ (hereinafter “Owner”), and Charlene Andrade (hereinafter “Trainer”).

Whereas, Owner is the legal owner of _____, described below (hereinafter “Horse”), and desires to have Horse trained, showed, and used in lessons (if applicable). Trainer is a horse trainer and agrees to train, use, and show Horse.

The parties agree to the following terms:

- 1. **Description and Delivery of Horse.** Owner agrees to deliver Horse to trainer, to be trained, and can include the following activities (please circle all that apply) as supportive tools for such training; trail riding, dressage, reining, western pleasure, jumping at boarding establishments and show grounds (when possible) throughout the state of Washington.

Description of Horse: (name, age, color, sex, registration numbers, insurance information).

Delivery of Horse: Owner agrees to deliver and retrieve Horse upon initiation and completion of training /termination of contract. Horse shall enter training and boarding premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for tetanus, rabies, eastern and western encephalomyelitis, influenza, and rhinopneumonitis. Owner will provide to Trainer, upon the arrival of Horse, a complete and current medical record and health papers of Horse, including proof of Coggins Test, current certificates of all vaccinations, and a copy of any insurance policy if in force. Those vaccinations and health clearance items listed above, which Trainer deems necessary, and not accompanied by Horse upon boarding, may be obtained by a veterinarian chosen by Trainer at the Owner’s expense. Trainer shall not be responsible for contacting any insurance company under which Horse is insured with in the case of accident, injury or emergency and will not be held responsible for lack of coverage or non-payment of medical expenses incurred by trainer.

Owner shall provide general equipment for the care and training of Horse, including bridle and saddle (if necessary) and Trainer is not liable for the loss or breaking of equipment, but will provide general care and maintenance of equipment (with supplies provided by Owner) and will lock equipment in a community tack room or individually locked container.

- 2. **Existing Condition and Situation.** Horse has been under training with Trainer for the past ___ months and Owner has been fully satisfied with Horse’s progress.
(please describe goals for new / additional training, or general understanding of horse’s history, patterns, behavioral issues, use, subject and relevant to all items herein)

This original arrangement is intended for _____ months of work but will automatically be continued further unless due notice is given and contract is terminated or amended (all pursuant to 16, 17 and 19 below).

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- 3. Trainer's Duties:** Trainer shall train and show Horse and feed and care for him, subject to item 3 below (Expenses and Payment for Training), in a manner consistent with accepted horse training and horse care practices. Trainer shall decide when Horse is sufficiently trained to be ridden in particular situations (trails, shows, etc). Trainer shall not enter Horse in any shows without prior consent from the Owner.

Owner hereby authorizes Trainer at trainers expense, to transport Horse or consent to such transportation to be affected by any third party selected by Trainer while such horse is under the custody of Trainer.

If Trainer, shall deem it necessary to obtain medical attention for Horse in the case of accident, illness, injury, or in the course of normal veterinary or farrier care, or otherwise, Trainer is authorized to contact a veterinarian or farrier of their choice at the Lessee's expense. Owner authorizes Trainer at Owners expense to maintain general and routine medical maintenance on Horse, such as worming, all vaccinations recommended by a veterinarian.

Owner authorizes Trainer to adjust feed rations and supplements at owners expense, as needed for maintenance and good health of Horse.

Trainer has inspected all boarding facilities and will inform Owner of the general status of potential boarding facilities prior to transferring and boarding Horse at those premises. Owner by verbally agreeing to and signing boarding agreements accepts the facilities as generally in good condition and that they can be used for purposes set forth by this agreement. Trainer provides no warranty or representation of any kind, other than observations, and Owner accepts all liability associated with boarding at said facilities.

Owner authorizes Trainer to allow students, employees, or working students under direction, to handle, warm up (via riding, lunging, walking), cool down (via riding, lunging, walking), or ride Horse during a lesson at Trainer's discretion, if it is for the benefit of the Horse, on and throughout Rushing Wind Equestrian Center's Property.

Owners residing locally are responsible for organizing and maintaining all shoeing, vaccinations, wormings, and other care. For owners not residing locally, Trainer will organize these services, with pre-payment provided by Owner.

- 4. Expenses.** Owner shall bear the cost of originally transporting Horse to/from Trainer's facility, veterinary and farrier fees, costs of training, lessons, and/or any costs of equipment that Trainer deems necessary to properly train and care for Horse, in addition to insurance costs as set forth in Item 8 below. Owner shall organize boarding and care directly with Rushing Wind Equestrian Center, and pay Rushing Wind Equestrian Center Directly.
- 5. Payment for Training:** Owner agrees to pay Trainer _____ dollars per month/session, subject to provisions and paragraph 7. This charge shall be billed pre work and shall be payable on/or before 15 days post billing. Riding and training lessons to owner are billed at \$ _____ a session. Training shall be for _____ (full, half, partial training).
- 6. Accounting & Billing:** Wherever possible, Owner shall directly pay all expenses referred to in item 3 above, otherwise if necessary and possible, the Trainer shall opt to pay expenses, referred to in Paragraph 3, except insurance (though trainer is under no legal or expressed responsibility). Trainer shall keep an accurate account of said expenses and bill Owner for the same at the end of each month.
- 7. Other Compensation to Trainer:** In the event that Horse wins a competition, Trainer retains all awards and moneys, unless otherwise agreed to on a case by case basis. Trainer shall pay all expenses associated with a competition.
- 8. Out of Training Expenses:** If, during this agreement, Horse is taken out of training, Owner shall continue to pay all general care costs such as boarding, feeding, veterinary services and medicine, and transportation in maintaining Horse, but shall not pay Trainer compensation for training as set forth in Paragraph 2.
- 9. Insurance.** Owner is responsible for procuring any and all insurance to protect Owner from losses of any type to Horse.
- 10. Risk of Loss & Indemnification:** Trainer shall not be liable for accident, injury, disease, theft or death of Horse while in Trainer's custody. Owner agrees to defend, indemnify and hold harmless Trainer to the fullest extent permitted under California or Washington law from all liability or claims, demands, actions, costs, and/or damages, for or arising out of training and showing Horse, unless caused solely by the negligence of trainer, his agents or employees.
- 11. Emergency Care:** Trainer agrees to contact Owner, at the following telephone number (_____) should the Trainer feel that medical treatment is needed for Horse, provided however, that in the event the Trainer is unable to

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so contact Owner within a reasonable time, which time shall be judged and determined solely by Trainer, Trainer is then hereby authorized to secure emergency veterinarian care and/or blacksmith care, and by licensed providers of such care who are selected by Trainer, as Trainer determines is required for the health and well being of Horse. The cost of care secured shall be due and payable by owner within fifteen (15) days from the date of services as provided for in Item 4.

12. Ownership: Owner represents and warrants to Trainer that she is the Owner of Horse free and clear of all liens and encumbrances whatsoever. The Owner agrees to notify the Trainer of a sale of all or any interest in Horse within seven (7) days after such event occurs. Notwithstanding a sale of all or any interest in Horse, the Owner shall remain fully bound by the terms of this Agreement unless otherwise indicated in writing signed by both parties hereto.

13. Lien/Costs. Trainer shall have a lien on Horse for all unpaid boarding or other charges resulting from the boarding of Horse pursuant hereto. Owner agrees that in the event that boarding charges are not paid within thirty (30) days after they become due and payable, in accordance with the terms hereof, Trainer may exercise its lien rights, and in connection therewith, may dispose of Horse for any and all unpaid charges, at private or public sale, upon ten (10) days written notice to Owner by certified mail sent to the address below. In addition, Trainer shall be entitled to notify any organization engaged in selling horses at public auction of the amount of unpaid boarding and other charges resulting from the training of Horse pursuant to this agreement and Trainer shall be entitled to receive the proceeds on the sale of Horse in the amounts due hereunder.

In the event such sale does not secure a sufficient price to pay the costs of training, board and other charges, plus the costs of such sale, Owner shall immediately pay to Trainer the sum of \$500.00 plus any and all costs such sale, including attorney's fees, as liquidated damages for the breach of this Agreement by owner.

14. Owner shall not be liable for any physical harm directly inflicted upon Trainer by Horse.

15. Amendment of Agreement: This Agreement may be amended at any time by addendum, email, or other written requests set into the provisions herein.

16. Notices. All notices required hereunder will be served personally, by email, fax, or by registered or certified mail with postage prepaid, addressed to the parties at the addresses and contacts set forth herein or at such other address as may from time to time be designated by written or verbal notice by either party.

17. Binding Effect. This agreement, constitutes the entire agreement between Trainer and Owner of Horse. This agreement may be amended or supplemented in writing as approved by both parties, and attached to original agreement. This agreement will be binding on the Owner and Trainer and on their respective successors and assigned, provided that Trainer will have no right to assign this agreement. If any part of this Agreement is held to be unenforceable, the balance of the Agreement will nevertheless be carried to effect.

18. Duration and Termination of Agreement This Agreement shall commence _____, and terminate by cancellation upon ten (10) days written notice to the other party, provided all funds owed to Trainer are paid before Owner takes possession of Horse.

19. Owner's horse, _____, shall be shown in the name of _____.

Owner:

Trainer:

Signature

Signature

Name: _____

Charlene Andrade, dba Foundation Horse Training

Address: _____

Tel./Fax / Email Contacts: _____

Date: _____