



(916) 295-7116

www.SandySmythTraining.com

3040 Cramer Road, Cool CA 95614

Horse Training Agreement

Date: _____

Owner: _____

Address: _____

Phone: _____ Email: _____

Horse's Name: _____ Gender: _____

Color: _____ Age: _____

Breed: _____ Value: _____

Training Goals: _____

Does this horse have any known issues on the ground or under saddle? Yes _____ No _____

If yes, describe: _____

VACCINATIONS (EWE, Tetanus, Flu/Rhino are required while in training)

Date last wormed and wormer used _____

Dates of vaccinations: EWE _____ Tetanus _____

Flu _____ Rhino _____

Other _____

Flu/rhino recommended twice yearly. EWE and Tetanus recommended once a year. Strangles, West Nile, and Rabies vaccinations are recommended but not required.

VETERINARIAN EMERGENCY

In the event of an emergency, if OWNER cannot be contacted, \$_____ allowance is authorized to be spent on veterinarian care.

OWNER DOES ____/DOES NOT ____ authorize surgery on said horse.

Health Overview

Horses coming into training are expected to be healthy and ready to work. Horses should be vaccinated in accordance with Sandy Smyth Training policy. Teeth should be free of points and wolf teeth. Hooves should be current on trimming or shoeing. If your horse is due for anything and would like my help in scheduling, please let me know.

PLEASE READ CAREFULLY BEFORE SIGNING
THIS TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSES
IT IS HEREBY AGREED TO AS FOLLOWS:

1. OWNER agrees to pay the training fee of \$1,050.00 per month for full time training and board or \$800.00 for part time training and board (must be pre-approved). Payment is due at time of service unless otherwise agreed upon in advance.
2. A \$25 returned check fee will be charged on all returned checks.
3. A \$25 late fee will be charged on accounts not paid by the 5th of each month.
4. One lesson per week is included with the training package while said horse is in training. No make ups allowed unless prior arrangement is made with TRAINER.
5. If credit is remaining once horse has left training, credit for services will be valid for 90 days unless otherwise agreed upon.
6. If said horse is ridden at a mutually agreed-upon show/clinic/sale/etc, the OWNER shall pay per-day showing fees, clipping/grooming fees, entry fees, stall fees, and/or all expenses incurred while being shown or transported.
7. **RISK OF LOSS** -_During the time that the horse(s) is/are in the custody of TRAINER, TRAINER shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on TRAINER'S premises. OWNER fully understands and hereby acknowledges that TRAINER does not carry any insurance on any horse(s) not owned by TRAINER. Such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of TRAINER, are to be borne by OWNER.
8. **HOLD HARMLESS** -_OWNER agrees to hold TRAINER harmless from any claim resulting from damage or injury caused by said horse, OWNER or their guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by TRAINER in defense of such claims. All guests and invitees must sign a Release of Liability.
9. **DIRECT LOSS TO PERSONAL PROPERTY WARNING** – OWNER is hereby warned that while on TRAINER's premises direct loss or damage, theft or injury to OWNER's horse, tack, equipment, trailer, etc. is not covered by TRAINER's insurance. The actual OWNER, having the financial interest in such items, must carry their own personal insurance policy.
10. OWNER understands that horses are large, possibly dangerous, flighty living animals that can frequently injure themselves. With that, OWNER agrees that while the horse is boarded/trained with TRAINER, TRAINER shall not be liable for any injury, sickness, death or theft suffered by the horse of any other cause of action arising from or connecting to the boarding/training of said horse.
11. **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.

12. **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 OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).
13. **OWNER RIGHT OF TERMINATION** - Upon written notice to the TRAINER the OWNER may terminate this agreement for any reason. OWNER is not entitled to a refund. TRAINER shall be paid for all fees incurred up to the termination time. After all fees have been paid in full this agreement is concluded.
14. **RIGHT OF LIEN** – TRAINER has the right of lien as set forth in the law of the State of California for the amount due for the board and training and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. Any horse left for 90 days past last date of any payment due will be considered abandoned and will be sold as TRAINER sees fit with now reimbursement or recoup of any sales money over and above the outstanding bill by original Owner.
15. **AGREEMENT SCOPE AND TERRITORY** - This agreement shall be legally binding upon the TRAINER and the OWNER or 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 California. Any disputes by the OWNER shall be litigated in and venue shall be the county in which TRAINER 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.

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 California, and shall be enforced and interpreted in accordance with the laws of California.

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.

Owner Name: _____

Owner Signature: _____

Date: _____