

**NSA HORSEMANSHIP LLC
TRAINING CONTRACT**

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between **Rodolfo "Rudy" Lara**, 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, and it is the plan and intention of the Owner to place this horse into 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:

1. Fees, Term, and Location. Owner shall pay the Trainer for professional services and board as described below, the fee of \$_____ per month plus applicable taxes, or \$_____ per day, for training and board, for a minimum of _____ months. Pro rating of fees; Upon arrival of horse, customer agrees that the first payment due will be prorated to the 1st of the next month and a **signed contract and first month payment due prior to at time of horses arrival on property.**

2. Payment of Services. **Monthly training fees are due on the 1st of each month the horse is in training.** 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 five (5) days, all training stops and a late fee of \$10.00 per day will be added to the amount due in order to cover the costs associated with the care of said horse. 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 Trainer who may sell the horse and/or equipment for amounts outstanding in accordance with all applicable laws of the State of New Mexico.

3. Veterinarian, Farrier and Related Services. Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care unless Owner has requested Owner's veterinarian and farrier be used. However, if they are unavailable, Trainer will engage his choice. All veterinarian, farrier and medicine expenses shall be paid by Owner, as further described herein. Owner agrees to have the horse(s) wormed, vaccinated, and shod or trimmed on a regular schedule, and in the event same is not accomplished and proof of same presented to Trainer within thirty (30) days from the date of such services or veterinary treatment, Trainer is authorized to arrange for such treatment, but not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable.

Your signature below indicates that you have read, understand, and agree with the terms of this contract.

Date: _____

4. 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 with feed being determined by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. **In order to get the most of the training methods used, Trainer offers and suggests individual lessons with Owner and horse so that Owner can fully understand the training methods used. These lessons will be charged at an hourly rate set forth by Trainer and said fees are due at the time the lesson is provided. Any lessons will be scheduled by the trainer at a time determined to be best for both horse and owner.**

Owner shall submit a fully completed Owner's Information Sheet for each horse on the premises belonging to Owner at time of delivery.

5. Death of Horse. It is hereby agreed that in the event of the death of the horse, sale of the horse, or if the horse becomes unfit to train, Trainer has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

6. Feed, Facilities, and Services. Trainer agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals in training. **Feed includes alfalfa and water. Any supplements will be provided by Owner at Owners expense. Trainer does not recommend the blanketing of your horse but should you choose to have your horse blanketed there will be a \$2.50 per day charge for this service.** Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

7. Risk of Loss and Standard of Care. During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, estray, 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 on the part of Trainer, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on 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.

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Date: _____

The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

8. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

Warning

Under New Mexico law, no person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities, pursuant to the New Mexico Equine Liability Act, 42-13-1, et. seq.

9. 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 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.

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Date: _____

10. 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 secured 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).

11. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Trainer of the negative Coggins test upon request.

12. Changes or Termination of This Agreement. It is agreed by the Parties that this Agreement may be changed or terminated by Trainer upon thirty (30) days notice, regardless of the rental or training period. All notices must be issued in writing unless otherwise agreed upon by the parties. There will be an early termination fee if Owner removes horse from training prior to the initial period set forth in this contract. Owner is also required to provide thirty (30) days notice that they wish to discontinue said services and remove the horse from traing.

13. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Trainer. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

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Date: _____

14. Right of Lien. The Owner is given notice that Trainer has a right of lien as set forth in the laws of the State of New Mexico, 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 \$250.00 will be assessed.

15. Property in Storage on Trainer's Premises. Owner may store certain tack and equipment on the premises of Trainer at no additional charge to Owner. However, Trainer shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Owner's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$_____/day storage cost for all delinquent accounts.

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. Consent to use media. The owner agrees to allow No Strings Attached Horsemanship to use photographs and/or video clips on the website. If you do not wish to have any information about your horse published, please initial and date here.

19. Owner visits. Trainer encourages you to check on your horse's progress by regularly visiting the barn. Feel free to stop by at any time and I will make every effort to accommodate you but **will not stop** any training session that may be ongoing when you arrive. In the event that your horse has already had his training session for the day that you stop by unannounced, another session will not be provided. However, if you set up an appointment ahead of time, I can ensure you will be given the attention you deserve.

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_____ Date: _____

20. All dogs must be on a leash and not allowed to run loose or cause any sort of disruption.

OWNER or (AUTHORIZED AGENT)

Address:

Telephone:

Home: _____

Work: _____

Cell: _____

Your signature below indicates that you have read, understand, and agree with the terms of this contract.

_____ Date: _____

OWNER'S INFORMATION SHEET

Owner's Name _____ Phone No. (h) _____
(as recorded with the Registry) (w) _____

Address _____
Street City State Zip

Horse's Name _____
Age _____ Color _____ Markings _____

Does Horse have any dangerous propensities? If yes, describe:

Medical History of Horse: Colic Frequency
Founder _____ When _____

Allergies, if known _____

Other _____

Tetanus Toxoid _____ Date _____

VEE _____

Encephalomyelitis (sleeping sickness), Eastern & Western Strains

Date of last worming _____ Coggins Test _____

Feeding Program: Hay type _____ Amount _____
Grain type(s) _____ Amount _____
Pellets _____ Amount _____

Known allergies to feeds _____

Special Care Requirements _____

Habits _____

To be contacted in case of emergency, if owner cannot be reached:

Name Phone Number

Address

Is Horse insured? _____

Insurance Carrier _____ Policy # _____

Carrier's Address _____

Insurance contact for emergencies and phone number: _____

Veterinary emergency contact: _____

Name _____ Phone Number _____

This Horse is/is not considered a surgical candidate in the event of colic or serious illness (check one).

_____ IS _____ IS NOT

Owner's Initials _____

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_____ Date: _____