

KH TRAINING AND WINN FARMS TRAINING AGREEMENT

TRAINING

This Agreement is made between Kristen Hassen/Robert Winn (Trainers) and _____ (Owner), owner of the horse described herein.

Fee

In consideration of \$600.00 per month paid by Owner in advance on the first day of each month, Trainer agrees to board and train said horse beginning _____, 2007 on a month-to-month basis. Included in the fee above is hay, grain, daily cleaning of stall, training time (no less than 5 days per week), and regular turn-out time.

Right of Lien:

Trainer has the right of lien as set forth in the law of the State of Ohio 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.

Owner's Address _____ City _____

Zip _____

Home Phone _____

Other contact number _____

Email _____

How did you learn about KH Horse Training/Winn Farms Equestrian Center?

Description of Horse

Name: _____

Year Foaled: _____

Sex: Stallion Gelding Mare

Breed: _____

Height: _____

Color/Markings: _____

Please describe the horse's current level of training:

- What are your goals for this horses training?

- Has this horse ever seriously injured someone? What were the circumstances?

Standard of Care

Trainer agrees to provide normal and reasonable care to maintain the health and well-being of said horse. Care and services NOT included in the fee are: Farrier services, deworming, vaccinations, and fly-repellant.

Emergency Care

If emergency treatment is needed, Trainer will attempt to contact Owner but, in the event Owner is not reached, Trainer has the authority to secure emergency veterinary and/or farrier care. Owner is responsible to pay all costs relating to this care. Trainer is authorized as Owner's agent to arrange billing to Owner.

Risk of Loss

While the horse is boarded at 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 of the horse. Owner fully understands that Trainer does not carry any insurance for any horses not owned by her for boarding or for any other purposes, for which the horses are covered under any public liability, accidental injury, theft, or equine mortality insurance; all risks are assumed by Owner. Owner agrees to hold Trainer harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding, training, or for any other reason for which the horse in on the premises of Trainer, are to be borne by Owner.

Hold Harmless

Owner agrees to hold Trainer harmless from any claim resulting from damage or injury caused by said horse and agrees to pay legal fees incurred by Trainer in defense of a claim resulting from damage by said horse.

Termination

Either party may terminate this Agreement given thirty (30) days notice to the other. In the event of a default, the wronged party has the right to recover reasonable attorneys' fees and court costs resulting from this failure of either party to meet a material term of this Agreement.

Trainer/Instructor:

Date _____ Signature _____

Address:

Phone:

Owner:

Date _____ Signature _____

Address: _____ Phone: _____