

First Field Farm Training Agreement

Name of Owner: _____ Name of Horse: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Breed: _____ Age: _____ Color: _____ Height: _____

Registration: _____ Value: _____

Condition, defects: _____

Vet's name: _____ Phone: _____

Special Instructions: _____

This agreement is entered into this _____ day of _____, by and between Carolyn Brava, First Field Farm, hereinafter referred to as "Trainer" and _____, hereinafter referred to as "Owner," or if Owner is a minor, Owner's Parent or Guardian. Trainer agrees to accept Owner's horse _____, Reg. No _____ for training.

1. **TERMS:** Owner shall pay the Trainer for professional services as described below, the monthly fee per the current training rates. Changes in charges are subject to alteration upon thirty (30) days notice to owner. All expenses incurred for the veterinarians, shoeing, or other out-of-pocket costs shall be billed after the incurrence thereof upon the next billing by Trainer.
2. **PAYMENT:** Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable and the horse will not be released from Trainer's possession until all expenses are paid in full. In the event payment is overdue by fifteen (15) days, Trainer shall be entitled to a livestock lien against the horse and 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 pursuant to California Civil Code, Sections 3080-3080.22
3. **EXPENSES:** Owner assumes responsibility for arranging veterinarian and farrier services as necessary. All veterinarian, farrier and medicine expenses shall be paid by Owner, as further described herein. Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Trainer, Trainer is authorized to arrange for such treatment, but not obligated to do so. Such expenses, if incurred, shall be the obligation of Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, any bills shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.
4. **TRAINING:** Trainer cannot and does not guarantee that any particular result will be achieved from training program. Trainer shall furnish all labor, provide suitable facilities and care for horse in an adequate manner determined by the Trainer. Trainer has complete control over the manner of training. Trainer may refuse to accept horse if it, in Trainer's judgement, is not in good health, or is considered dangerous or inappropriate for the training requested.
5. **SHOWING:** In the event professional horse transportation services are utilized, Owner agrees to pay all said applicable charges. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any and all lay-up charges in transit. Owner's share of expenses for all horses being shown by Trainer at the time of said expenses were incurred will be prorated to reimburse Trainer for Trainer's, Trainer's employee's, grooms and related expenditures incurred while away from the Trainer's facility.
6. **RISK OF LOSS:** Trainer shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or in connection with the training or care of said horse(s). This includes but is not limited to any personal injury or disability to the horse, Owner or Owner's guests, agents, servants or employees. Owner fully understands that Trainer does not carry insurance of any kind on Owner's horse(s) and that all risks connected with the training 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 Owner. Trainer recommends that Owner obtain applicable equine insurance for the subject horse(s). Trainer is not a bailee. In no event shall trainer be held liable for Owner for death or injury to horse(s) in an amount in excess of Five

Thousand Dollars (\$5,000.00) per horse. Owner is advised and agrees to purchase insurance, at Owner's expense for any horse valued in excess of Five Thousand Dollars (\$5,000.00).

- 7. ASSUMPTION OF RISK: Owner acknowledges there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to running, bucking, biting, kicking, shying, rearing, falling or stepping on. This may result in injury, harm or death to persons. Horses' reactions are unpredictable and may result in injury to Owner and others and Owner expressly assumes said risk to person and property.
- 8. HOLD HARMLESS: Owner agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by Owner's horse(s) to anyone or property and defend Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s). Trainer reserves the right to notify owner if in Trainer's opinion said horse(s), is dangerous, untrainable, unhealthy or otherwise unfit for training. Upon such notification, Owner shall remove said horse within ten (10) days, and all expenses incurred for the horse shall be immediately due and owing. Upon payment of all fees, this contract should be terminated.
- 9. EMERGENCY: Trainer will make reasonable attempt to contact Owner should medical treatment be deemed needed for said horses but, if Trainer is unable to contact Owner, Trainer is then authorized to secure emergency veterinary, and blacksmith 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. Unless Trainer is instructed in writing to the contrary Trainer shall assume that Owner requests surgical care as recommended by a veterinarian in the event of colic or other life-threatening illness. Owner agrees to notify Trainer of any and all change of address, emergency telephone numbers, or other information reasonably necessary to contact Owner in the event of an emergency.
- 10. RULES AND REGULATIONS: Owner agrees to abide by all rules and regulations of 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).
- 11. LIEN: Owner is aware that B & B Stables has a right of livestock lien pursuant to California Civil Code, Sections 3080-3080.22 for the amounts due for board, and services shall have the right to retain Owner's horse(s) until the full amount of any indebtedness is repaid. Trainer will not be required to maintain or retain horse(s) should the value not exceed the amount of the outstanding balance. In the event Trainer is required to exercise its lien rights this Agreement shall constitute a Bill of Sale and authorization to process transfer applications upon presentation of affidavit supporting Trainer's lien rights and compliance with applicable state law. Trainer may exercise its lien rights 10 days after written notice to the owner at the address above and may dispose of said horse for the unpaid charges at private or public sale and the owner waives all other legal notice. In the event the sale does not secure a price sufficient to pay the costs and charges, the owner shall be liable for the difference. Any sum realized over and above costs and charges shall belong to the Owner. In the event collections of this account are turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses.
- 12. AMENDMENTS: It is agreed by the Parties that this Agreement may be changed or terminated by Trainer or Owner upon thirty (30) days notice, regardless of the training period. All notices must be in writing unless otherwise agreed upon by the parties.
- 13. ENTIRE AGREEMENT: This contract represents the entire agreement between the parties. Any changes or modifications to this Agreement are to be in writing. This contract is made and entered into the State of California, and shall be enforced and interpreted in accordance with the laws of California.
- 14. 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.

OWNER (OR AUTHORIZED AGENT)

By _____ Date _____

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR)

Address: _____

Telephone (home): _____ work: _____

FACILITY:

By _____ Date _____