



Judging, Training and Lessons

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TRAINING AGREEMENT

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This Training Agreement is made and entered into on this ____ day of ____, 2022 by and between Ferro Equine Services LLC, a Colorado Limited Liability Company (hereinafter designated "Trainer") and _____ (hereinafter designated "Owner"), The signatories to this Contract are collectively referred to as the "Parties." The Parties agree that the Owner desires to have Trainer train the Owner's horse _____ (the "Horse"), and Trainer agrees to accept the Horse for training, subject to the following mutually agreeable terms and conditions:

A. SERVICES AGREED UPON

Trainer shall train Horse and perform all agreed-upon 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 ability of the Horse. Trainer has complete and sole control over the manner of training and shall take all precautions for the proper performance thereof, within guidelines of USDF and USEF.

Riding lessons and barn visits shall be provided and/or allowed by Trainer, but must be set up by appointment with Trainer. Owner assumes responsibility for arranging veterinarian and farrier services as necessary. Owner will use a veterinarian and farrier of his choice to provide ordinary and necessary care. All veterinarian, farrier and medicine expenses shall be paid by the Owner. Trainer is not responsible for the veterinarian and farrier's actions. Owner will try to coordinate with the Trainer and let the Trainer know of all Veterinary and or Farrier arrangements, so as not to interfere with the training schedule.

Trainer reserves the right to notify the Owner within seven (7) days of Horse's arrival if Horse, in Trainer's opinion and/or discretion, is deemed dangerous, handicapped or untrainable. In that event, the Owner is responsible for removing the Horse within seven (7) days of such notice from Trainer and shall pay Trainer for all expenses incurred during Horse's stay as set forth in Paragraph (B) below. After all fees have been paid in full, this Contract is concluded.

PAYMENT TERMS

1. Training Owner shall pay Trainer for professional services as described below, the fee of \$_____ per month, for training. Owner shall pay one (1) month's training, \$_____, immediately upon the arrival of the Horse and prior to each month of training thereafter.

2. Fees And Other Expenses. Owner shall pay in advance, when possible, for the Horse's entry fee(s), ground fees, stall fees, and all other related expenses incurred while being shown or transported, including, but not limited to, day fees. A day fee is calculated as \$35.00 every day the horse is away from the barn. In addition, Owner shall pay an allocation representing a ratio of Owner's Horse to the total number of horses being shown by Trainer, to cover Trainer's and employee's expenses, cost of rooms and related expenses incurred while staying away from home.

In addition, Owner shall pay the Trainer for the transport of the Horse to and from any shows, clinics or trail riding at the rate of \$.75 per mile, with the minimum charge of \$25.00 per one way trip. In the event the transport exceeds 100 miles one-way, Owner shall pay the Trainer mileage at a rate of \$1.00 per mile. Local transport to trail riding or other local arenas is at the Trainer's discretion. It is assumed that the Horse might be locally transported as seen fit by trainer, and trailering and transport is seen as part of the "Training" event.

3. Payment Deadlines. Invoices are due upon receipt. If payment is received on or after the 25th of each month, the Owner will be charged a \$75.00 late fee. If payment is late by sixty (60) days or more, a certified letter will be sent to the Owner, giving the Owner ten (10) days from the date of the certified letter to settle any and all monies owed to Trainer. If all late and current monies owed to the Trainer are not received within ten (10) days of the date of the certified letter, the Trainer is entitled to lien against the Horse for the amount due and shall have the right to enforce the lien against Horse for the amount due, including, but not limited to, selling the Horse.

4. Payments To Trainer Non-Refundable. Owner agrees that all payments made to Trainer in accordance with Paragraphs (B)(1), (2), and (3) of this Contract are non-refundable.

5. Amendments Or Modifications. All amounts and/or rates set forth in Paragraphs (B)(1), (2), and (3) of this Contract are subject to change upon thirty (30) days written notice to Owner.

B. REPRESENTATIONS AND WARRANTIES

1. Owner represents and warrants that:

(a) The Horse is in a healthy and sound condition, free from infectious, contagious or transmissible diseases;

(b) A current negative Coggins Test, and copy of registration papers (both sides), veterinarian's health certificate, plus health, worming, and immunization record will accompany each Horse. If they do not, Trainer will have Horse examined and/or tested at Owner's expense;

(c) He/she has and will continue to maintain during the term of this Contract full insurance coverage on the Horse, himself/herself and personal property, including blankets, hoods, halters, tack, etc., as well as liability insurance for any damages caused by the Horse.

2. Trainer represents and warrants that the Horse will be free from any illegal drugs per USEF rules.

C. NO LIABILITY

Owner agrees that Trainer, its agents, assigns, officers, managers, members, employees, and anyone working on its behalf shall not be liable for death, sickness, injury and/or accident caused to the Horse, including, but not limited to any actual, consequential, incidental, and/or punitive damages. Also, Trainer, its agents, assigns, officers, managers, members, employees, and anyone working on its behalf shall not be liable for any damage or accidents caused by the horse.

G. TERM OF CONTRACT

In the event the Horse dies, is sold by the Owner, and/or becomes unfit to train, all monies due and owing to Trainer, including for training, board, fees, and other expenses shall be immediately payable to Trainer. In addition, upon thirty (30) days written notice, after minimum training period, either Party may terminate this Contract for any reason. In the event the Contract expires and/or is terminated, all monies due and owing to Trainer, including for training, board, fees, and other expenses shall be immediately payable to Trainer. The Owner agrees that he/she cannot remove the Horse from Trainer's possession until all such amounts are paid in full. After all fees have been paid in full, this Contract is concluded. If the contract is not paid in full, Trainer can sell Horse for all unpaid training and miscellaneous expenses after 60 days of non-payment from the Owner.

H. MISCELLANEOUS

This Contract is non-assignable and non-transferable. This Contract is entered into in the State of Colorado, and shall be enforced and interpreted under the laws thereof. Should any clause be in conflict with state law and/or deemed null and void, the remaining terms of the Contract will remain in full force and effect. The Parties affirm that each of them has fully read the entire Contract, that each has had the opportunity to consult with their respective attorneys and advisors regarding the terms of this Contract, that this Contract constitutes the full and complete understanding between them, and that each of them signs this Contract as their own free and voluntary act.

TRAINER:

Ferro Equine Services, LLC, a Colorado
Limited Liability Company

By _____

Jessica Ferro, Manager

Dated: _____

OWNER:

(Printed Name)

(Signature)

Dated: _____

OWNER INFORMATION:

Name To Be Billed _____

Address _____

Work Telephone Number _____

Cell Number _____

Fax Number _____

E-Mail Address _____

HORSE INFORMATION

Name _____

Breed _____

Age _____

Veterinarian _____

Phone Number _____

Farrier _____

Phone Number _____

Special Instructions: