

WINDFALL EQUESTRIAN CENTER

HORSE TRAINING AGREEMENT

WITNESS THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Jennifer Collman, LLC, dba "Windfall Equestrian Center" with its principal office(s) at 3843 Oakgreen Avenue North, Stillwater, Minnesota 55082 ("Trainer") and \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter "Owner"). For consideration received, TRAINER agrees to accept OWNER'S horse, \_\_\_\_\_, described as a \_\_\_\_\_, into training, and it is the plan and intention of OWNER to place said 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESSETH:

Trainer and Owner hereby enter this Horse Training Agreement the following Horse (hereinafter "Horse") at Windfall Equestrian Center, located at 3843 Oakgreen Avenue North, Stillwater, Minnesota 55082 ("Premises").

**Description of Horse.**

Registered Name: \_\_\_\_\_  
Barn Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Color: \_\_\_\_\_  
Markings: \_\_\_\_\_  
\_\_\_\_\_  
Sex (note if gelded or spayed): \_\_\_\_\_  
Breed: \_\_\_\_\_  
Registration Number(if Applicable) \_\_\_\_\_

**Horse's Insurance Information.**

Current Insurance: \_\_\_\_\_ Policy Number: \_\_\_\_\_  
Insurance Emergency Phone Number: \_\_\_\_\_  
Type of Insurance Coverage: \_\_\_\_\_

**Owner's contact information.**

Home telephone number: \_\_\_\_\_  
Office/work telephone number: \_\_\_\_\_  
Mobile telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Emergency number: \_\_\_\_\_

**Stable Rules.**

Owner agrees to follow all rules and regulations promulgated by Trainer from time to time, including the signing of an Equine Activity Waiver and Hold Harmless Agreement ("Waiver"). Rules shall be posted by Trainer on or near the stable's message board and any amendments to the rules will be noted. Rules may be amended, in writing, at any time. Failure to follow the rules shall be considered a breach of this agreement.

**Training Fees.**

Cost for full time training is \$400 per month and the horse will have training sessions a minimum of twenty (20) times per month or five (5) days per week.

Cost for part-time training is \$200 per month and the horse will have training sessions a minimum of ten (10) days per month or 2-3 days per week.

OWNER agrees to place herein described horse into training with Trainer at Windfall Equestrian Center on a month-to-month basis commencing on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Partial month's training shall be paid on a pro-rata basis based on the number of days in training in a standard thirty (30) day month. Changes in rates or other charges are subject to alteration upon thirty (30) days notice to OWNER. Owner shall pay to Trainer for the training services listed above a fee of \$\_\_\_\_\_ per month, per horse. The training fee is due upon commencement of training services and on or before the first day of every month thereafter.

Owner may change from full-time to part-time training or vice versa with written notice to Trainer, on or before the first day of the month.

**Training of Horse.**

Trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer can and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal upon the individual physical and mental ability of each horse. Furthermore, it is expressly recognized and understood that the training of said horse(s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by Trainer or its employees, officers, agents, or assistants.

**Ownership – Coggins Test.**

Owner warrants that it owns said horse(s), that there are no liens against said horse(s), express or implied by law, and will provide prior to time of delivery of said horse(s), to Trainer, proof of satisfactory Coggins test current within 12 months immediately preceding delivery of horse(s) to Trainer.

**Payment of Invoices.**

Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the horse will not be released from Trainer’s possession until all expenses are paid in full.

**Additional Services.**

Description and fees of any additional service not listed must be attached in writing to this agreement, agreed to and signed by both parties, and charges will become an addition to the training cost.

**Late Fees and Right of Lien.**

A late fee of \$50.00 shall be charged on payments received after the first of the month. Returned checks will result in a \$30 charge. In the event that payment is overdue by ninety (90) days, Trainer shall have a possessory lien against the horse(s) for the amount due, and shall be entitled to exercise the right to enforce this lien in accordance with laws of the state of Minnesota.

**Owner Responsibilities.**

Owner agrees to be responsible for any and all damages, injuries, loss of life caused by or to Horse while in the care, custody and control of Owner, Owner’s family members, guests or other handler or agent appointed by them, and also for any acts of Horse caused by vices or dangerous behavior not disclosed to Trainer by Owner. Owner agrees to maintain personal liability insurance on Horse and to provide Trainer with proof of the same. Failure to do so will be at Owner’s risk. Owner is also responsible for accidents, injuries, and loss of life sustained by Owner, Owner’s family members, guests, and agents caused by or in relation to Horse. Owner agrees to at all times maintain adequate accident/ medical insurance to cover Owner and family members. Failure to do so will be at Owner’s risk.

PERSONAL LIABILITY INSURER \_\_\_\_\_ POLICY# \_\_\_\_\_

ACCIDENT/MEDICAL INSURER \_\_\_\_\_ POLICY# \_\_\_\_\_

**Visitors.**

In the event someone other than Owner and/or his/her family members visit Trainer’s premises with the intent to remove, handle, or ride Horse on Trainer’s premises, such parties shall have written permission from the owner or other agreed upon pre-arranged permission with Trainer to remove, handle, or ride Horse. Owner agrees to insure that guests follow all Windfall Equestrian Center Rules and Regulations, including safety rules regarding protective headgear and appropriate footwear.

**Adult Supervision.**

No child under the age of sixteen (16) years will be allowed to retrieve or ride horses without adult supervision unless specific permission has been granted by Trainer in writing.

**Refusal of Horse.**

Trainer reserves the right to deny training services to any horse(s) for any reason, including: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which Trainer is not equipped to handle; owner’s refusal to obey trainer rules or to cooperate with Trainer on reasonable requests relative to the management, welfare and safety of animals and people on premises. Trainer shall give Owner fourteen days written notice to remove boarded animal(s) from premises.

**Quarantine.**

Trainer reserves the right to quarantine Horse as needed for any reason, including, but not limited to, health reasons, dangerous propensities, and habits or vices which significantly disturbs the management, welfare or safety of animals and/or people on the premises.

**Grooming.**

Trainer shall provide reasonable grooming for said horse(s), fees which shall not become part of and included within the aforesaid training fees.

**Model Release.**

Owner hereby expressly consents to and authorizes the use and reproduction by Trainer or any and all photographs and other audio-visual material taken of Owner and/or boarded horse(s) for the use in marketing materials.

**Changes to this Agreement.**

Changes to the fees in this agreement may be made at any time and must be made in writing to Owner with a minimum of 30 days notice.

**Agreement Scope and Territory.**

This agreement shall be legally binding upon Trainer and Owner and 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 Trainer and will be interpreted and enforced under the laws of Minnesota. Any disputes by Owner shall be litigated and venue shall be the county in which Trainer is physically located.

**Death or Sale 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.

**Risk of Loss.**

Owner agrees to be responsible for any and all damages, injuries, loss of life caused by/or to the animal(s) while in the care, custody or control of the Owner, Owner's family members, invitee or other handler or agent appointed by them, and maintain personal liability, insurance on the boarded horse and to provide Trainer copy of the same. Owner is also responsible for accidents, injuries, and loss of life sustained by Owner's family members, invitees and agents caused by or in relation to the Owner's boarded horse(s). Owner agrees to at all times maintain adequate accident/medical insurance to cover Owner and family members. It is the responsibility of Owner to carry insurance on Owner, Horse, and Owner's personal property (i.e., riding equipment). During the time that the horse(s) is/are in the custody of Trainer, Trainer shall not be responsible for any sickness, disease, estray, theft, death, or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the training of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of Trainer's premises or while at events such as horse shows or other events. Owner agrees and understands that Trainer shall not be held liable for incidents or accidents while in the care, custody, or control of Trainer, or Trainer's agents or employees. Owner fully understands and hereby acknowledges that all risks relating to training of the horse or for any other reason, for which the horse is in the possession of Trainer, are to be borne by Owner. In no event shall Trainer be held liable to Owner for equine death or injury in excess of \$3,000 per animal. Owner agrees to obtain equine insurance on animals valued in excess of \$3,000. 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.

### **Assumption of risk and Indemnity.**

Owner acknowledges, understands, and agrees that there are risks associated with grooming, tacking, riding, and close proximity to horses, horse showing, horse sports, and other horse-related activities. Knowing the inherent risks, dangers, and rigors involved in horse related activities, Owner hereby warrants to Trainer that Owner shall, and he or she hereby does, expressly assume all hazards and risks associated with boarding of the Horse, including, without limitation, loss of the Horse by theft, fire, illness, disease, injury, or death or escape, running away, or running at large. Owner waives, releases, indemnifies and agrees to hold Trainer and its member, managers, governors, employees, and agents harmless from any claim, loss, damage, or injury to the Owner, family members or wards of Owner, or anyone acting on Owner's behalf, Horse, and tack or property of Owner arising out of or relating to any of the aforementioned risks, boarding of Horse, or any horse related activity involving Trainer, such as transport of Horse. Further, Owner agrees that Owner will not sue or make any claim or demand or take any legal action against Trainer or its members, managers, governors, employees, or agents, except in the event of Trainer's gross negligence and/or willful and wanton misconduct. Owner agrees to hold harmless and release Trainer, its Owners, agents, employees, officers, directors, representatives, assigns, members, Owners of premises, affiliated organizations, insurers and others acting on Trainer's behalf of all claims, demands, causes of action, and legal liability, whether known or unknown, anticipated or unanticipated due to Trainer or Trainer's Associates' ordinary negligence. Owner further agrees that except in the event of Trainer's or Trainer's Associates' gross and willful negligence, Owner shall bring no claim, demands, actions and losses due to bodily injury, death, property damage, and injury to or loss by death to the boarded animal(s), and/or sustained by Owner and/or Owner's minor child/legal ward in relation to the premises and operations of Trainer. Owner agrees to be solely responsible for all acts of the Horse, Owner, or anyone acting on Owner's behalf; and Owner agrees to indemnify, defend, and hold Trainer and its members, managers, governors, employees, and agents harmless from and against any and all actions, claims, suits, demands, losses, costs, damages, and expenses, including costs of defense and attorney and witness fees, arising out of any act or omission of the Horse, Owner, or anyone acting on Owner's behalf.

### **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 in training with Trainer. Trainer reserves the right to notify Owner within seven (7) days of the training period if said horse in Trainer's opinion is dangerous, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Owner may submit a replacement horse for training, in accordance with the conditions set forth herein within seven (7) days; or, in the alternative, terminate this agreement.

### **Termination of this Agreement.**

Upon thirty days written notice on or before the first day of any month, either party may terminate this Agreement for any reason. Training is due for the entire thirty (30) day period regardless of whether Owner chooses to remove its horse(s) prior to the expiration of the thirty (30) days. Partial month's training will not be pro-rated upon termination of this agreement. Any equipment and tack owned by Owner must be removed upon departure or become the property of the Trainer. Owner also agrees to pay the full balance due to Trainer before removing Horse from the Premises. If Trainer deems Owner's horse(s) to be dangerous, infectious, or contagious, Trainer may immediately and at any time terminate this Agreement and remove Owner's horse(s) from Trainer's property, without any further liability to Owner. After all fees have been paid in full this Agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle Trainer to immediately terminate this Agreement, and to keep the animal(s) in Trainer's possession until all fees and charges are paid in full.

### **Enforceability and Severability.**

This Agreement shall be legally binding upon Trainer and the Owner and Owner's parents or legal guardians, should Owner be a minor. This Agreement is entered into in the State of Minnesota and will be interpreted and enforced under the laws of the State of Minnesota. If any provision, clause, phrase or word is deemed unenforceable or otherwise in conflict with Minnesota Law, said provision, clause, phrase or word is null and void and the remainder of the Agreement shall remain in full force and effect. This Agreement supersedes any prior contract, agreement or understanding between the Owner and Trainer and constitutes the entire

Agreement between Owner and Trainer. Any additional agreements between the Owner and Trainer must be in writing and signed by both Owner and Trainer.

**Miscellaneous.**

This Agreement shall be effective upon execution by Owner, shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, and may not be amended or modified, nor any provision waived, except in writing by the party to be charged.

**WARNING! UNDER MINNESOTA STATUTES 604A.12 THE SPONSOR(S) OF LIVESTOCK ACTIVITIES ARE NOT LIABLE FOR THE INJURY OR DEATH OF A PARTICIPANT, OR A SPECTATOR IN AN UNAUTHORIZED AREA, ARISING FROM THE INHERENT RISK OF LIVESTOCK ACTIVITIES.**

**INHERENT RISK MEANS THE DANGERS ARISING FROM THE PROPENSITY OF LIVESTOCK TO BEHAVE IN UNPREDICTABLE WAYS, INCLUDING KICKING, BITING, SPOOKING IN RESPONSE TO SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

I/WE, THE UNDERSIGNED OWNER(S), HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Please print the following words on the line below: "I have read and understand the above."

\_\_\_\_\_

Signature Date: \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: \_\_\_\_\_

TRAINER: Jennifer Collman, LLC dba "Windfall Equestrian Center"

By: \_\_\_\_\_ Its: \_\_\_\_\_