

TRAINING AGREEMENT

THIS TRAINING AGREEMENT is by and between Helen O'Reilly Equestrian Services, LLC, manager of Waldingfield Stables, located at Waldingfield Estate, 55 Waldingfield Road, Ipswich, MA 01938 (hereinafter referred to as "Trainer") and _____ (hereinafter referred to as "Owner").

1. **Scope of Agreement.** Trainer agrees to accept Owner's horse described as _____ named _____ 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:

Owner shall submit a fully completed Owner's Information Sheet for each horse on the premises belonging to Owner within forty-eight (48) hours of delivery.

2. **Fees and Term.** Owner shall pay the Trainer for professional services and board as described below, the fee of \$ _____ per month, for training and board, board alone being \$ _____ per month, for a minimum of _____ months. All fees for training shall be payable thirty (30) days in advance. A security deposit of \$ _____ payable with this Agreement, shall be refunded within thirty (30) days after completion of this Agreement or termination of training. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days' notice to Owner. All expenses incurred for veterinarians, shoeing, or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by Trainer.

3. **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 animal 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 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 to the appropriate laws of the Commonwealth of Massachusetts.

4. **Veterinarian, Shoeing and Related Services.** Trainer assumes responsibility for arranging veterinarian and farrier services as necessary. Trainer will use a veterinarian and farrier of his/her 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/her choice. All veterinarian, farrier and medicine expenses shall be paid by Owner, as further described herein. Owner agrees to provide Trainer with all health records with regard to the horse. Owner agrees to have the horse wormed and vaccinated 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.

5. **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.

6. **Showing of Horse.** Unless specifically advised by the Owner not to exhibit said horse, Trainer shall, at Trainer's discretion, have the horse shown at the horse shows of his/her choice. Trainer shall provide any necessary transportation to and from said shows at the rate of _____ cents per mile, plus \$_____ per show with the minimum charge per show being \$_____. 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. This consists of \$_____ per night and/or an allocation of the horse Owner's prorated expenses for all horses being shown by Trainer at the time said expenses were incurred in order to reimburse Trainer for Trainer's and Trainer's employee's expenses, costs of grooming and related expenditures incurred while away from the Farm. _____ shall receive all trophies and ribbons. Owner shall receive _____% of all money earnings. Prior to the disbursement of any winnings, the party paying said entry fees shall be entitled to be reimbursed to the extent of _____% of said advances prior to all other such disbursements.

7. **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.

8. **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 horse in training. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

9. **Risk of Loss and Standard of Care.** During the time that the horse is 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 or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse, 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 in the possession of, and on the premises of Trainer are to be borne by the Owner.

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.

10. **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.

11. **Hold Harmless.** Owner agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by said horse to anyone, and defend Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of the horse 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 Agreement shall be deemed terminated.

12. **Emergency Care.** Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for said horse, 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. 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 is 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.

13. **Ownership-Coggins Test.** Owner warrants that he/she owns the horse and will provide proof satisfactory to Trainer of the negative Coggins test upon request.

14. **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. The posting of updated rate schedules in a conspicuous or open place in Trainer's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Trainer.

15. **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, such person shall have written authority signed by the Owner to obtain said horse.

16. **Right of Lien.** The Owner is given notice that Trainer has a right of lien as set forth in the laws of the Commonwealth of Massachusetts, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain said horse and other property until the amount of said indebtedness is discharged. However, Trainer will not be obligated to retain and/or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. 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 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. Owner agrees to pay all attorneys' fees, costs, and other related expenses in the event Trainer exercises its lien rights.

17. **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 or trailers stored upon the premises will be subject to a daily storage cost as indicated on the rate schedule posted throughout the premises.

18. **Entire Agreement.** This Agreement 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 Agreement is made and entered into in the Commonwealth of Massachusetts, and shall be enforced and interpreted in accordance with the laws of Massachusetts.

19. **Enforceability of Agreement.** In the event one or more parts of this Agreement are found to be unenforceable, the other portions hereof shall be deemed in full force and effect.

20. **Ambiguity.** In the event of any ambiguities in this Agreement, this Agreement shall be construed without consideration of which party may have drafted this Agreement.

Printed Name of Owner or Authorized Agent

Signature of Owner or Authorized Agent

Date

Printed Name of Trainer or Authorized Agent

Signature of Trainer or Authorized Agent

Date

WARNING

Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

OWNER'S INFORMATION SHEET

(Fill out one for each horse to be trained)

Owner Name: _____
Address: _____
Home Telephone No.: _____
Cell Phone No.: _____
E-mail address: _____

COVERED HORSE

Name: _____ Nickname: _____
(Registered or Legal Name)

Male Female

Age: _____ (or approximate)

Weight: _____ (or approximate)

Breed: _____

Colors: _____

Distinguishing Marks: _____

Does The Horse have dangerous propensities? Yes No

If Yes, Please discuss: _____

Feeding Instructions: _____

Special Care Requirements: _____

Please describe the Animal's medical history and any allergies the Horse may have:

