

High Trail Arabians

Training Agreement

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, _____ made by and between High Trail Arabians, hereinafter referred to as "HTA", providing services as an independent contractor, located at 989 S. Stillwell Road., Boston Kentucky 40107 and (Owners Name) _____ residing at (Owner's address) _____, hereinafter referred to as "Owner". These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of **\$600.00** per horse per 30 days paid by OWNER in advance on the First day of training, HTA agrees to train the herein described horse(s) on a month to month basis commencing date _____, year _____. Partial months training shall be paid on a pro-rated based on the number of days training in a standard 30 day month. The first 30 days training fees are not refundable unless agreed to by both HTA and Owner.

Late Fees: Training fees paid after 15 days from due date of the current training period will be subject to a late fee of \$15.00. Fees received after the sixteenth day will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

Name: _____ Barn Name _____

Age: _____

Color: _____

Registration / Tattoo _____

Sex: _____

Breed: _____

Number (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable)

3. FEED, FACILITIES, AND TRAINING

HTA agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse(s).

A. HTA will provide a stall approximately 12x12 feet in size where the horse(s) will be kept after dark each day.

B. HTA will provide 2 feedings per day amount depending on horse size and needs.

C. HTA does not make any guarantee on the out come of training or Owners horse(s) ability to learn.

D. HTA reserves the right to increase charges for but not limited to, training, feed and hay expenses.

E. Horse(s) left at HTA after allocated training period time elapses will be charged standard HTA boarding fees at \$400.00 per month. Partial months boarding shall be paid on a pro-rated based on the number of days boarded in a standard 30 day month.

Additional surcharges may be added for horse (s) left at HTA after scheduled transportation has been agreed upon by HTA and Owner.

4. VACCINATIONS

Upon arrival of horse(s) to HTA proof of current **tetanus, influenza vaccinations are required**. West Nile vaccinations should be given as well.

A negative current Coggins test and health certificate is required for all horses arriving at HTA.

5. RISK OF LOSS

During the time that the horse(s) is/are in the custody of HTA, HTA shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of HTA premises. Owner fully understands and hereby acknowledges that HTA does not carry any insurance on any horse(s) not owned by HTA, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to training and boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of HTA, are to be born by Owner.

6. HOLD HARMLESS

Owner agrees to hold HTA harmless from any claim resulting from damage or injury caused by said horse, owner or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses by HTA in defense of such claims.

7. LIABILITY INSURANCE

Owners are encouraged to carry in full force and effect, and throughout the period of this agreement should continue to carry and maintain in full force and effect, liability insurance protecting Owner and HTA from any and all claim(s) arising out of or relating to this agreement.

8. EMERGENCY CARE

HTA agrees to attempt to contact owner, at the following emergency telephone number (_____), should HTA feel that treatment is needed for said horse(s), provided however, that in the event the HTA is unable to so contact owner within a reasonable time, which time shall be judged and determined solely by HTA, HTA is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by licensed providers of such care who are selected by HTA, as HTA determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by Owner within fifteen days from the date Owner receives notice thereof, provided however, that HTA is authorized to arrange direct billing by said care provider to the Owner.

9. HTA RULES

Owner hereby acknowledges receipt and understanding of the current HTA RULES, which are incorporated by reference in full, as if fully set forth herein. Owner agrees he/she and his/her guests and invitees will be bound and abide by these rules, and accepts responsibility for the conduct of his guests and invitees according to these rules. Owner acknowledges the rules include but are not limited to:

- A. No persons shall mistreat or abuse any horse at HTA for any reason.**
- B. No smoking will be permitted in barns or where hay or any flammable material is stored.**
- C. Persons riding horses on HTA trails must let HTA personal know they are riding and approximately when they will return. Any person handling or riding any horse(s) at HTA must first fill out a hold harmless agreement form first.**
- D. No persons under the influence of alcohol or drugs will be permitted to handle or ride any horse on HTA premises.**
- E. No person shall take charge of any horse for any reason without the permission of HTA.**

HTA may revise these rules from time to time and owner agrees any revision shall have the same force and affect as current rules. Failure, as determined in HTA'S sole discretion, of Owner or Owner's guests and invitees to abide by HTA rules may result in HTA declaring Owner in default hereunder and result in termination of this Agreement.

10. DEFAULT

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement, including but not limited to item 9. HTA RULES. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due HTA under this agreement shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place Owner in default hereunder. Acceptance by HTA of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This agreement may not be assigned to any other parties by Owner without the express written consent of HTA.

12. NOTICE OF TERMINATION

Owner agrees that fifteen (15) days notice shall be given to HTA as to the termination of this agreement. Owner shall forfeit paid training fees if the horse is removed from HTA Prior to the 15 day notice.

13. RIGHT OF LIEN

Owner is put on notice that HTA has and may assert and exercise a right of lien, as provided by the laws of the State of Kentucky for any amount due for the training and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees HTA shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment and HTA can then sell horse(s) to recover its loss.

14. SPECIAL INSTRUCTIONS TO HTA

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THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF KENTUCKY

By _____
 You're Signature

By _____
 Witness Signature

Owner's Name: _____
 Print name

Address: _____

City: _____

State: _____

Zip: _____

Day Phone: _____

Evening Phone: _____

Cell Phone: _____

E – Mail: _____

High Trail Arabians
989 South Stillwell Road
Boston Kentucky 40107

Phone 502-549-8171

Cell 502-489-0667

Rodney McCracken

By _____

Please make all checks out to Rodney McCracken

Amendment For Gun Proofing Training

1. FEES, TERMS AND LOCATION

In consideration of **\$750.00** per horse per month paid by OWNER in advance on the First day of each month, HTA agrees to train the herein described horse(s) on a month to month basis commencing date , year . Partial months training shall be paid on a pro-rated based on the number of days training in a standard 30 day month.

This amendment applies only to those owners who want gun proof training for their horse (s). Gun proof training also includes manner management training.

Gun proof training incorporates the following

1. Desensitizes the horse to stand for a gun being fired.
2. Gun caliber used in training: .22BPB, .38 special & .45BPB calibers.
3. The extra cost of the training covers the cost of the ammo.
4. HTA makes no guaranties to the effectiveness of gun proof training, based on the fact that every horse is different and may or may not except the training. Once your horse is signed up for gun proof training there will be no refund if your horse does not except the training for that month.
5. Eye and ear protection is mandatory for owners participating in gun proof training.
6. Only fire arms provided by HTA will be permitted during training.
7. Weapons will only be fired under the supervision of HTA.

DESCRIPTION OF HORSE(S)

Name: _____ Barn Name _____

Age: _____

Color: _____

Registration / Tattoo _____

Sex: _____

Breed: _____

Number (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable)
