

Shane Brown

PERFORMANCE HORSES

Training Contract

This certifies that _____ (hereinafter the Owner) has engaged the service of Shane Brown Performance Horses (hereinafer SBPH) for the training of the horse _____.

1. Training costs are \$_____ per month. Billing is based on monthly increments from the start date. Bills are sent out the 25th of each month, payment is due on the 1st of each month. Billing is for training/board charges for the month in advance, and out-of-pocket expenses are billed for the previous month. Out-of-pocket expenses include farrier, veterinarian, breeding, and showing. Failure to pay by the due date may result in accrual of 1.5% interest, and/or the account going to collections.
2. If a bill or expense remains unpaid, SBPH reserves the right to place a lien on the horse to secure payment. If payment is still not forthcoming, SBPH may sell said horse at an auction or privately to recover the unpaid balance. Any excess from the sale will be returned to the now former owner.
3. SBPH will have 10% ownership of the horse while this contract is in force. Termination of this contract according to the terms and conditions set out in items 12 and 13 will relinquish SBPH's ownership of any part of the horse.
4. SBPH agrees to train and show the horse and to feed and care of it in a normal and reasonable manner.
5. So long as the contract is in force, Owner assumes all risk of loss for animal. Owner also agrees to hold harmless SBPH for any and all injuries and sickness to the horse. The Owner is required to pay legal fees and other expenses incurred by SBPH in defending a lawsuit based on harm.
6. SBPH reserves the right to employ veterinary care as needed for the horse at Owner's expense. SBPH agrees to attempt to contact the Owner prior to authorizing major veterinary procedures. The veterinary bill will be sent directly to the Owner for payment.
7. If the horse is insured, SBPH agrees to contact the insurance company in case of emergency. The Owner agrees to provide the name of the insurer and contact information.
8. The horse shall be in healthy condition and have current vaccinations and deworming. A Coggin's Test is required of all out-of-state horses and/or horses to be shown. The Owner agrees to provide dates and proof of these vaccinations. SBPH agrees to continue vaccinations and deworming of the horse during the length of the contract, at the Owner's expense.
9. By signing this contract, the Owner is authorizing SBPH to act as an agent for the veterinarian in the routine administration of vaccines and other activities under the care of the veterinarian.
10. Legal disputes to this contract must be brought to the Douglas County Court. One or both parties have the right to submit disputes over this contract to a court alternative, such as binding arbitration.
11. This contract is binding, subject to all terms and conditions, when SBPH signs and returns one copy of this contract to the Owner. This contract is a complete expression of all parties and replaces any prior understanding between the parties. Amendments to this contract must be in writing and signed by all parties. This contract shall not be assigned or transferred.
12. Termination of this contract for either party requires 30 days' notice in writing. Violation of this contract will allow the party terminating the contract to recover attorney fees and court costs from the other party.
13. The duration of this contract is a minimum of 90 days, or 30 days after written notice is received, whichever is longer. If the Owner desires to remove the horse from training without giving 30 days notice, the remainder of the contracted preliminary 90 days full training/board or a full 30 days of Training/Board will be due before the horse can be removed from the property.
14. This contract is for training services only. SBPH does not board horses. If Owner wishes to discontinue training services, Owner's horse must be removed from SBPH's facilities.

Signed: _____ Date: _____
(Owner of Horse)

Signed: _____ Date: _____
(Agent of SBPH)

OWNER INFORMATION:

Address: _____

Phone Numbers: Day: _____
Evening: _____
Cell: _____

INSURANCE INFORMATION:

Company: _____
Agent: _____
Phone Number: _____
Emergency Phone Number: _____

HORSE INFORMATION:

Barn Name: _____
Registered Name: _____
Registration Number: _____
Breed: _____ Color: _____
Sex: _____ Age: _____

VACCINATION INFORMATION:

Sleeping Sickness: _____ Tetanus: _____
Rhinopneumonitis: _____ Strangles: _____
Influenza: _____ West Nile: _____
EEE/WEE: _____ Dewormed: _____