

Sharkey Farm

Training Agreement

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between

Kate Sharkey (Herein referred to as TRAINER):

Sharkey Farm
Kate Sharkey
36521 SE 94th Street
Snoqualmie, WA 98065
(425) 736-0245
kjsharkey1@gmail.com

Horse Owner (herein referred to as OWNER):

Contact Name:
Address:
City/State/Zip:
Phone:
E-mail:

These parties warrant that they have the right to enter into this AGREEMENT.

1. DESCRIPTION OF HORSE(S)

Name:
Age:
Color:
Sex:
Breed:
USEF Number (if applicable):
Insurance Carrier, Policy and phone number (if applicable):
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2. FEES

Training fees are due in advance, either upon arrival of the horse or on the first of the month, whichever comes first. Fees must be paid directly to TRAINER via check, cash, or PayPal. Partial months of training shall be billed at \$40 per lesson or training ride. A late fee of \$50 will be charged when the balance owed is outstanding for 10 days and may be charged again in 10 day increments while the balance remains outstanding. OWNER will be notified at least 30 days in advance of training rate changes.

3. TERMS

Expenses in addition to training and board fees, such as, but not limited to, veterinarian, farrier, medication, deworming, supplements, blanket cleaning, hauling, and show fees

will be billed when incurred. Payment for these services is due either in advance or upon receipt.

4. VETERINARIAN AND FARRIER

TRAINER assumes responsibility for arranging veterinarian and farrier services as necessary. TRAINER will use a veterinarian and farrier of her choice unless OWNER has requested OWNER's veterinarian or farrier instead. However, if they are unavailable, TRAINER will engage her choice.

5. SCOPE OF AGREEMENT

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 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. RISK OF LOSS

During the time that the horse (s) is/are in the custody of TRAINER, TRAINER 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 under TRAINER's care. OWNER fully understands and hereby acknowledges that TRAINER does not carry any insurance on any horse s) not owned by TRAINER, 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 boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of TRAINER, are to be borne by OWNER.

7. COMMISSION

There is a 10% commission charge per sale of any horse presented by TRAINER while under this contract. This includes both purchasing and selling this horse or a new horse.

8. TACK AND BELONGINGS

If OWNER chooses to store his/her tack or other property at TRAINER's premises, he/she accepts responsibility for such property and agrees to hold TRAINER, her agents, and employees harmless for loss, damage, and/or theft of such property. TRAINER shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows, clinics, or other outings.

9. HOLD HARMLESS

OWNER agrees to hold TRAINER 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 incurred by TRAINER in defense of such claims. OWNER agrees that any persons, including themselves, will have a current liability waiver on record at TRAINER.

10. LIABILITY INSURANCE

TRAINER recommends that the OWNER carry private liability insurance covering their horse. This is the responsibility of the OWNER to procure.

11. 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 Stable 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 TRAINER 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 TRAINER of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

12. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of TRAINER.

13. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to TRAINER as to the termination of this AGREEMENT. TRAINER may terminate this agreement with thirty (30) days notice to the OWNER as well.

14. Special Instructions to TRAINER

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THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Washington.

OWNER (SIGNATURE):..... DATE:

TRAINER (SIGNATURE):..... DATE:

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