

**TRAINING AGREEMENT**

This Agreement is made between:

Longevity Equine, LLC, Kristine Hanes, Member (Trainer) and (Client),

of (address) as of (date).

* **Horse to be Trained:** This agreement will apply to the following horse:

Name of horse:

Check one: ( ) Stallion ( ) Gelding ( ) Mare

Color and Markings:

Breed, registry and reg. # if applicable:

Horse’s current fair market value (as estimated by Client): $

Horse’s recent vaccination/s and worming(type and date given):

Is Horse a surgery candidate in event of emergency? (yes or no):

This horse will be referred to as “Horse” for the purpose of this agreement.

* **Client’s Warranty of Horse Ownership:** Client warrants that client is the sole lawful and registered owner of Horse and has unlimited rights to care, custody and sale of Horse.
* **Training Services:** Trainer currently offers the following training programs. Prior to beginning training, Trainer will meet with Client to discuss Client’s goals for Horse and then develop a training program designed to work toward such goals. Select a training option below.
* **1.1 – Full Training, Board Included.** For $1200.00 per month, riding/training/conditioning of Horse 5-6 days/week for the purpose of training Horse in furtherance of Client’s goals, Horse’s health and soundness permitting. Full Training also includes full care board at Elk Haven Equestrian Center or Longevity Equine, LLC, Kristine Hanes, Member Facility and two lessons per month. Client is responsible for scheduling lessons within training month period.
* **1.2** **– Full Training Off Premises.** For $1200.00 per month, plus $.53 mileage fee, based from Cle Elum, WA 98922, to Client’s address per day, riding/training/conditioning of Horse 5-6 days/week at Client’s boarding location or home, for the purpose of training Horse in furtherance of Client’s goals, Horse’s health and soundness permitting. Full Training Off Premises also includes two lessons per month. Client is responsible for scheduling lessons. No boarding care included. (Full Training Off Premises is only available as a case by case basis.)

**Client’s initials:**

**1.3 – Trailer Training.** For $55 per session, Trainer will work with Horse for up to a maximum of 2 hours, training to load into Client’s trailer. It may take more than one session, sometimes several sessions depending on Horse’s experience and sensitivities. Mileage fee of $.53/mile, based from Cle Elum, WA 98922, is applied when Trainer travels to Client’s location.

**1.4 – Lesson.** For $55 per hour, Trainer will work with Horse and/or Client with riding and/or groundwork skills in one-hour sessions. Mileage fee of $.53/mile, based from Cle Elum, WA 98922, is applied when Trainer travels to Client’s location.

**1.5 – Trainer Offers No Warranty.** Client understands that Trainer offers no guarantee or warranty of any kind regarding Horse. In particular, Client understands that while Trainer will develop a training program for Horse designed to meet Client’s goals, Trainer can offer no guarantee that Client’s goals will be met within the time period that Client would like, or at all.

**Client’s initials:**

* **Location of Horse During Training:** During the Training Period (check as applicable)

( ) Client will keep Horse at Client’s facility and trailer to Elk Haven Equestrian Center for training.

( x ) Horse will be kept at the following facility and (check as applicable)

( X ) Board is included in the cost of training.

( ) Client is responsible for contracting separately with the following boarding facility and paying such boarding facility directly for board.

Name of Facility: Elk Haven Equestrian Center

Address: 201 Elk Haven Rd. Cle Elum, WA 98922

* **Payment Terms:** A non-refundable deposit of $300 is required to reserve Client’s training term for Horse. This deposit will credit towards the full training fee due at the beginning of said training term. Training payments are due in full every month by the first day of the month. Training payments made by the first of the month will apply to the days in that month.

**2.1.- Penalty of Late Payments:** If Trainer fails to receive Client’s training payment by the fifth day of the applicable month, it will be considered late. A $25.00 late fee for each late payment will be applied. If any of Client’s payments are 30 days past due, client will also owe Trainer interest in the amount of 10% per year on the past due amount.

* **Client’s Responsibilities for Horse Health:**

**3.1.-Routine Veterinary Care.**  During the Training Period (check as applicable):

( ) Trainer arrange for all routine veterinary care for Horse and Client will be responsible for all resulting charges.

( X ) Client will arrange and pay for all routine veterinary charges.

**3.2.- Farrier Care.** During the training period, Trainer will arrange for all routine farrier/trimming care for Horse and Client will be responsible for all resulting charges.

**3.3.– Urgent Veterinary Care.** If, in Trainer’s sole and absolute discretion, Horse appears to require urgent veterinary care while at Elk Haven Equestrian Center or Trainer’s (Longevity Equine, LLC, Kristine Hanes, Member’s) facility or in Trainer’s care, Trainer will contact Client at the telephone numbers in Section 7.1. If Trainer is unable to reach Client promptly, Trainer may, in their sole and absolute discretion, will have any veterinarian whom they reasonably believe is licensed, to administer veterinary care to Horse. If Client cannot be reached, and veterinary care is administered to Horse, Client agrees to pay for such veterinary care. Client understands and agrees that in certain instances, appropriate veterinary care may include euthanasia. If Client does not want Horse to receive certain types of veterinary care, including euthanasia, or veterinary care beyond a certain dollar limit, Client must notify Trainer of such limitations in writing.

* **Property Damage:** Client agrees that Client will pay for any damage to property caused by Client or Horse, except for damage that is normal wear and tear.
* **Term and Termination of Agreement:**

**4.1.-Term.** Client and Trainer (Longevity Equine, LLC, Kristine Hanes, Member) agree that the Training Period will be:

( ) Month-to-month, beginning on , 20 .

( ) Fixed term, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_.

**4.2.-Extension of Term.** At any time, client and Trainer may mutually agree to extend the Training Period.

**4.3.-Termination for Any Reason.** Client and Trainer (Longevity Equine, LLC, Kristine Hanes, Member) each have the right to terminate this agreement for any reason. Except as specified in Section 4.4, the party terminating the agreement must provide 30 days written notice to the other party.

**4.4.- Termination for Cause.** Client understands and agrees that if Trainer (Longevity Equine, LLC, Kristine Hanes, Member) determines, in their sole discretion, that Client has materially breached this agreement, Trainer (Longevity Equine, LLC, Kristine Hanes, Member) may terminate this agreement for cause at any time with either written or verbal notice to Client. Client understands that safety is a paramount concern, and if Trainer (Longevity Equine, LLC, Kristine Hanes, Member) determines at any time, in their sole discretion, that Horse poses a danger to Client, Trainer (Longevity Equine, LLC, Kristine Hanes Member) or others, Trainer (Longevity Equine, LLC, Kristine Hanes, Member) may terminate the agreement at any time with either written or verbal notice to Client.

**4.5.-Removal of Horse Upon Termination.** Client understands and agrees that all amounts due to Trainer (Longevity Equine, LLC, Kristine Hanes, Member) under this agreement must be paid in full before Client will be permitted to remove Horse from Trainer (Longevity Equine, LLC, Kristine Hanes, Member) or Elk Haven Equestrian Center facility. If, on the 90th day after termination date of this agreement, Horse is still at Trainer (Longevity Equine, LLC, Kristine Hanes, Member) or Elk Haven Equestrian Center facility, Trainer (Longevity Equine, LLC, Kristine Hanes Member) and Client agrees to forfeit Client’s interest in Horse, regardless of Horse’s value.

* **Client’s Assumption of Risks and Agreement to Hold Longevity Equine, LLC, Kristine Hanes, Member Harmless:**

**5.1.- Risk of Loss of or Injury to Horse:**

IN ACCORDANCE WITH THE WASHINGTON STATE STATUTE, RCW.4.24.530: Client understands that keeping Horse at any training facility, including Longevity Equine, LLC, Kristine Hanes, Member’s facility and/or Elk Haven Equestrian Center, is inherently risky. For example, in common areas, such as arenas, tie racks and wash racks, other horses could bite, kick, run into or otherwise injure Horse. Horse may be allergic to feed or bedding, and it may catch diseases or other contagious conditions from other horses. In wet or cold weather, the facility, including paddocks, round pens and arenas, may become muddy or slippery, injuring horse. Longevity Equine, LLC, Kristine Hanes, Member’s facility or Elk Haven Equestrian Center facility may contain defects. As at any training facility there is always a risk of fire or theft. Each horse is an individual and may react unexpectedly to Longevity Equine, LLC, Kristine Hanes, Member’s training methods, causing injury to or loss of Horse.

**Client understands and expressly assumes all risks of putting Horse in training, including the risk that Longevity Equine, LLC, Kristine Hanes, Member and “Longevity Equine, LLC Parties” may be negligent. Accordingly, client agrees to hold Longevity Equine, LLC, Kristine Hanes, Member and Longevity Equine, LLC Parties harmless for loss of or injury to Horse.**

**Client’s initials:**

**5.2.-** **Risk of Loss or Damage to Client’s Property.** Client understands that keeping personal property, such as tack, equipment, feed, automobiles or horse trailers, at any stable, including Longevity Equine, LLC, Kristine Hanes, Member’s or Elk Haven Equestrian Center’s facility, is inherently risky. For example, property may be damaged or stolen by other clients, rodents and other wild animals, horses, weather conditions, earthquakes or fire.

**Client understands and expressly assumes all risks of keeping personal property at Longevity Equine, LLC, Kristine Hanes, Member’s, or Elk Haven Equestrian Center’s facility, including the risk that the Longevity Equine, LLC, Kristine Hanes, Member may be negligent. Accordingly, Client agrees to hold the Longevity Equine, LLC, Kristine Hanes, Member harmless for loss of or damage to Client’s property.**

**Client’s initials:**

**5.3- Risk of Loss or Injury to Horse During Transportation.** Client acknowledges the inherent risks that are involved in shipping and transporting horses. These risks may include, but are not limited to, damage to personal property, illness, bodily injury, trauma, or death of Horse. Client assumes all risk of loading, unloading, and hauling of Horse. If Horse damages any of Longevity Equine, LLC, Kristine Hanes, Member's trailer or equipment, Client agrees to pay for the damage.

**Client understands and expressly assumes all risks of transporting Horse while in training with Longevity Equine, LLC, Kristine Hanes, Member. Client agrees to indemnify and hold harmless Longevity Equine, LLC, Kristine Hanes, Member and further release them from any liability or responsibility for any accident, injury, damage, or death of Horse, or any property of the Client.**

**Client’s initials:**

**6.1 Client Photo Release:**

I hereby grant permission to the Longevity Equine, LLC, Kristine Hanes, Member and licensees to take photographs or videos of myself, my horse and to make recordings of my voice. I give Longevity Equine, LLC, Kristine Hanes, Member permission to use these images, videos, and recordings, as well as my likeness, name and voice. The use may include reproduction, distribution, derivative works, display, and performance. The use may be in composite or modified forms and in any media, now known or later developed, including without limitation newspapers, television, radio, the World Wide Web, and social media. The use may be for any purpose throughout the world and in perpetuity, including, without limitation, education, trade, advertising, and promotion.

I further acknowledge that I will not be compensated for these uses, and that the Longevity Equine, LLC, Kristine Hanes, Member exclusively owns all rights to the images, videos, and recordings, and to any derivative works created from them. I waive the right to inspect or approve of the uses of any printed or electronic copy. I hereby release Longevity Equine, LLC, Kristine Hanes, Member and its assigns and licensees from any claims that may arise from these uses, including without limitation claims of defamation or invasion of privacy, or of infringement of moral rights or rights of publicity or copyright. This Release is binding on me, my heirs, assigns, and estate. Longevity Equine, LLC, Kristine Hanes, Member is not obligated to use any of the rights granted under this Release. This Release expresses the complete understanding of the parties with my initials below.

**Client’s initials:**

**7.1 Client’s Information:**

Name:

Signature: Date:

Street Address:

City: State: Zip:

Telephone Number: Work Phone:

Email Address:

Emergency Contact Name: Phone:

**Longevity Equine, LLC:**

Printed Name: Longevity Equine, LLC, Kristine Hanes, Member

Signature:

Date:

**Please make checks payable to: Longevity Equine, LLC**

**100 Elk Pond Rd Cle Elum, WA 98922**