



TRAINING AGREEMENT

This agreement is made and entered into on this _____ day of _____ 20__ by the following two parties _____ and Clark Performance Horses hereinafter referred to as Horse Owner and Stable Owner/Trainer.

The purpose of this agreement is for the Stable Owner/Trainer to board and train a horse owned by the Horse owner at the stable premises or abroad at request of the Horse Owner, subject to the following terms and conditions:

BOARDING & TRAINING FEES

Horse Owner and Stable Owner agree that the Horse Owner may board the horse at the stable premises, 726 Spring Street, Winchendon, Massachusetts, and both parties agree that the horse will be trained there as well, at a rate of \$_____ per month, first month paid in advance starting on arrival date of horse and to be paid on the 1st of each month following the arrival date. Training abroad, showing and trucking will be charged and billed separately.

CARE OF HORSE

Stable Owner, at their discretion, shall provide reasonable good care to the Horse Owners horse, including feeding two times daily, stall cleaning, bedding, providing water and supervision. Stable Owner reserves the right to contact the Horse Owners veterinarian or any veterinarian in case of emergency and follow prescribed treatment.

Horse owner agrees to pay all additional care expenses, including but not limited to, veterinarian, farrier, trucking, supplements and dentist.

TRAINING PROVISIONS

Horse Owner agrees to hold Stable Owner/Trainer or his assigns, employees or agents harmless from damages suffered, or injuries to, or death of the Horse Owners horse while being ridden, trained, exercised, shown, turned out or cared for by the Stable Owner/Trainer.

Stable Owner/Trainer will be held harmless for the injuries or permanent damage to the Horse Owners horse due to the strains and rigors of training the horse.

Stable Owner/Trainer carries no insurance on the Horse Owners horses for mortality, loss of use, or liability while on the stable premises, abroad, or being transferred to and from stable premises. If the Horse Owner does not carry insurance on the horse, Horse Owner agrees to be self-insurer under the laws of The Commonwealth of Massachusetts.

Horse Owner understands that working around and handling horses can be a dangerous activity due to the size and unpredictability of horses. Horses can seriously injure people, cause harm to personal property and cause death. Horse Owner understands this and agrees to hold Stable Owner/Trainer harmless and free from liability or damages suffered by the Horse Owner, guests or family while on the stable premises or abroad.

Horse Owner has read and understands the following: 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 Chapter 128, Section 2d of the General Laws.

NON-PAYMENT

Either party may terminate this agreement at any time by giving the other party reasonable notice. Reasonable notice being 30 days, and to be agreed on by both Horse Owner and Stable Owner/Trainer. There will be no refunds for horses leaving mid-month, Horse Owner agrees to this. Before the horse can be removed from premises by Horse Owner, all fees and charges due to Stable Owner must be paid current.

Stable Owner has the right not to release the horse to any party, Horse Owner, or any person with any claim, and shall have a lien on the horse as security until all payments have been made to the Stable Owner. Stable Owner has an automatic lien on the horse pursuant to Massachusetts General Laws, Chapter 255, Section 24 and 26, under which the horse can be sold to satisfy lien.

ASSIGNMENT

Signature below reflects understanding of Horse Owner to this Training Agreement and from date of signing agreement shall commence.

Signature of Horse Owner _____
Date

Signature of Stable Owner/Trainer _____
Date

Print Name of Horse Owner: _____

Address: _____

City, State, Zip: _____

Home Telephone: _____ Work Telephone: _____

Cellular Telephone: _____ Email Address: _____

Horse Registered Name: _____

Description: _____
