

## Prairie Rose Training Center: Boarding and Training Contract

This training contract is made & entered into on \_\_\_\_\_ 2014, by & between Prairie Rose Training Center, hereinafter designated "PRTC", & \_\_\_\_\_, hereinafter designated "Owner", & if owner is a minor, Owner's parent/guardian\_\_\_\_\_. PRTC agrees to accept Owner's horse\_\_\_\_\_ Reg.#\_\_\_\_\_. for boarding & training, It is the plan & intention of Owner to place this horse at PRTC for boarding & training. For and in consideration of the mutual agreements hereinafter set forth, the Owner & PRTC mutually agree to the following:

1. Owner shall disclose all information relating to soundness both physical & mental to PRTC before presenting the horse for boarding and training with PRTC.
2. Horse shall arrive at PRTC healthy & free from infectious, contagious or transmissible diseases. Horse shall have current vaccinations for Tetanus, EWT, WN, Flu & Rhino & be dewormed.
3. PRTC shall train horse & perform all services In accordance with generally accepted professional standards. PRTC does not & cannot guarantee effect of training or that any particular results will be achieved, since this depends a great deal on the individual ability of the horse. PRTC shall furnish all labor, provide suitable facilities & care for the horse in an ordinary manner with feed being determined by training schedule & individual's metabolism. Supplements are to be provided by Owner. PRTC has complete control over manner of boarding & training & shall take precautions for proper performance thereof.
4. PRTC reserves the right to notify owner if horse, in PRTC's opinion, is deemed dangerous, handicapped, or untrainable. If requested Owner is responsible for removing horse from PRTC within 7 days & all bills & expenses incurred during horse's stay are to be paid in full.
5. Owner has seen & understands PRTC's fee Schedules & Owner agrees to pay the boarding & training according to PRTC's fee schedules. A deposit of \$\_\_\_\_\_ is due with return of this contract to be applied to the final month's boarding & training bill. The current month's board & the previous month's training bill are to be paid on or before the 10<sup>th</sup> of each month. A 10% late charge will be added to any payments made after the 10<sup>th</sup> of that month & each subsequent month's unpaid bill unless other arrangements have been made prior to the 10th of that month. Owner agrees to pay all additional bills & expenses incurred while at PRTC including but not limited to veterinary, farrier, transportation & showing expenses within 10 days of billing.
6. If any part of the payment is 60 days past due, PRTC is entitled to lien against the horse for the amount due according to appropriate laws of the state. On completion of this contract, the remainder of the bill & expenses are due & payable. Owner agrees to give 1 month notice prior to moving horse permanently & 48 hours notice for short term removal of horse from PRTC premises. Failure to do so will result in loss of deposit. Horse will not be released until all bills & expenses are paid in full.

7. If the horse becomes ill or injured, PRTC, or PRTC's agent shall endeavor to notify Owner for instructions. If Owner cannot be informed or does not answer the notice or the horse's health requires immediate attention, Owner authorizes PRTC, or PRTC's agent to use his/her judgment connected with measures to be taken for the welfare & health of the horse at Owner's expense. These measures include (but are not limited to) veterinary care, surgery, humane destruction, transportation, shoeing or purchase of special equipment & Owner shall be liable for all costs associated with above mentioned circumstances. If horse is insured, contact information with appropriate instructions will be provided to PRTC.
8. Both parties agree that PRTC, the trainer, their agents & employees are not liable for death, sickness &/or accident including consequential damages to horse unless such death, sickness &/or accident was caused by the willful & wanton gross negligence of PRTC; & Owner is not liable for death, sickness &/or accident including consequential damages caused by horse, unless Owner had knowledge of horse's pre-existing conditions or problems which were a substantial cause of such.
9. Warning Under ND 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.
10. For any matter not addressed by paragraph 9, Owner agrees that horses, other farm animals & farm properties present inherent risks. Owner waives any claims against PRTC for any personal, bodily, or property injury or loss unless PRTC is grossly negligent. Owner agrees to indemnify, save & hold harmless PRTC or any damages or injuries related to the actions of Owner or Owner's associates unless the damages or injuries are solely attributable to PRTC.
11. In the event that PRTC is required to engage the services of an attorney(s) to enforce the terms of this agreement, Owner shall pay all costs & reasonable attorney's fees incurred by PRTC whether or not suit is brought.
12. This contract represents the entire agreement between the parties. No other agreements of promises verbal or implied are included unless specifically stated in this written contract. Additional agreements will be individually initialed by each party. When PRTC & Owner & Owner's parent or guardian, if Owner is a minor, sign this contract it will then be binding on both parties, subject to the above terms & conditions.

This agreement is non-assignable & non-transferable, except as stated above. This contract is made & entered into in the state of North Dakota & shall be enforced & interpreted under the laws of this state. Should any clause above be in conflict with the state law, that individual clause shall be null & void.

Trainer (or authorized agent's) signature \_\_\_\_\_

Owner (or authorized agent's) signature \_\_\_\_\_

Owner's Parent/Guardian signature (if Owner is a minor) \_\_\_\_\_

Owner's address, phone # & email \_\_\_\_\_

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