

Section 9. TRAINER'S RIGHT TO REFUSE SERVICES. *TRAINER* reserves the right to refuse the continuation of *TRAINING* of any *HORSE(S)* for any reason, including, but not limited to: poor health or unsoundness; dangerous propensities, habits and/or vices; and/or non-trainable condition which *TRAINER* may not be equipped or capable to handle; and *OWNER'S* refusal to obey stable rules or to cooperate with *TRAINER* on reasonable requests relative to the management, *TRAINING*, welfare and safety of *ANIMAL(S)* and people on *PREMISES*. In such event *TRAINER* shall give *OWNER* seven (7) days written notice to remove *HORSE(S)* from the *PREMISES*. After all fees have been paid in full this *Agreement* is concluded. Failure to pay *TRAINING* and other fees as due shall also entitle *TRAINER* to act upon Sections 4 & 5.

Section 10. EXCLUSIVITY. Nothing in this *Agreement* limit's the right of *TRAINER* to sell any of its *SERVICES* to any other person or entity, and it is anticipated that *TRAINER* will continue to offer its *SERVICES* to such persons or entities even though these *SERVICES* are similar to the *SERVICES* provided to *OWNER*.

Section 11. OWNER DUTIES AND RESPONSIBILITIES.

11.1 Disclosure of ANIMAL(S) Health. *OWNER* shall thoroughly complete the Information Sheet attached as *Appendix B* for each *HORSE* on the *PREMISES* belonging to *OWNER* prior to delivery. This Information Sheet must include any and all information on each *HORSE* to aid *TRAINER* in *TRAINING* and maintaining the *HORSE* including but not limited to, listing of vices, bad habits, medical conditions, personality description, and physical conditions of the *HORSE* and how well the *HORSE* gets along with others.

11.2 Routine HORSE Care. *OWNER* is responsible for immunization, hoof trimming/shoeing and dental programs. *ANIMAL(S)* in *TRAINING* **must** participate in *TRAINER'S* worming program. The cost of which shall be borne by *OWNER*. All expenses for the *HORSE* by other professionals (i.e.: veterinarians, farriers, dentist, trainer's, etc) is the responsibility of *OWNER* and *OWNER* shall pay that professional for their service according to their billing practice. *OWNER* shall schedule their own appointments with the professional for their *HORSE* if a service is to be provided. *OWNER* must be present for dental work or pay an additional fee to *TRAINER* to handle the *HORSE* and/or set up for the dentist. If *OWNER* is unavailable during the service then all expenses incurred for the service, or other out-of-pocket costs shall be billed after the incurrence thereof upon the next billing by *TRAINER*.

11.3 HORSE Health Warranty. Each *HORSE* shall enter *PREMISES* free from transmissible diseases, and must be effectively wormed, and current on immunizations for this area at least **seven (7) days** prior to arriving at the *FACILITY*. *TRAINER* will make an effort to keep each *HORSE* in good health but does not guarantee each *HORSE'S* health. *OWNER* shall present the following up-to-date documents to *TRAINER* prior to the entry of *HORSE* onto *PREMISES* including:

- Worming (to be performed regularly - fee to be added to *OWNER'S* Bill)
- Negative Coggins Test
- Immunization Record (current for rabies and tetanus)

Section 12. ASSIGNABILITY. *OWNER* may not assign any rights or delegate any duties under this contract without prior consent of *TRAINER*.

Section 13. OWNER ACCEPTANCE OF RESPONSIBILITY. During the time that the *HORSE(S)* is being *TRAINED*, the *HORSE(S)* shall be in the custody of *TRAINER*. *OWNER* has inspected *PREMISES* and is satisfied that the conditions of the *PREMISES* and the *FACILITIES* will provide an adequate and reasonable level of safety for *HORSE(S)*. *OWNER* further understands that the *TRAINING* of a *HORSE* involves the placing of above normal stresses on the *HORSE* both physically and mentally and that *TRAINER* is in no way responsible for the results of the levels of stress which could potentially cause injury, illness and/or loss of *HORSE(S)* by death. *OWNER* further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the *ANIMAL(S)* while in the *CONTROL* of *OWNER*, *OWNER'S* family members, invitees or other handlers or agents appointed by them, and also for any acts of the *HORSE'S* caused by vices or dangerous behavior not disclosed to *TRAINER* by *OWNER*. *OWNER* is also responsible for accidents, injuries, and loss of life sustained by *OWNER*, *OWNER'S* family members, invitees and agents caused by or in relation to *OWNER'S HORSE(S)*.

Section 14. DIRECT LOSS TO PERSONAL PROPERTY WARNING. *OWNER* is hereby warned that direct loss or damage, theft, injury or disappearance of *OWNER'S HORSE(S)*, tack, equipment or other property is not covered by *TRAINER'S* insurance and *TRAINER* shall not be liable for *OWNER'S HORSE(S)*, tack, equipment or other property.

Initials:

_____ Owner

Section 15. RISK OF LOSS AND STANDARD OF CARE. During the time that the *ANIMAL(S)* is in custody of *TRAINER*, *TRAINER* shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the *ANIMAL(S)* or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said *ANIMAL(S)*, except in the event of gross negligence or intentional, willful or wanton conduct on the part of *TRAINER*. This includes, but is not limited to, any personal injury or disability *OWNER* may receive on *PREMISES*.

15.1 *OWNER* fully understands that *TRAINER* does not carry any insurance on any *ANIMAL(S)* not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the *ANIMAL(S)* in the possession of, and on the *PREMISES* of *TRAINER* are to be borne by *OWNER*.

15.2 The standard of care applicable to *TRAINER* is that of ordinary care of a prudent *HORSE OWNER* and not as a compensated bailee. In no event shall *TRAINER* be held liable to *OWNER* for equine death or injury in an amount in excess of *Five Thousand Dollars (\$5,000)* per *ANIMAL(S)*. *OWNER* agrees to obtain equine insurance for any *ANIMAL(S)* valued in excess of *Five Thousand Dollars (\$5,000)*, at *OWNER'S* expense, or forego any claim for amounts in excess of *Five Thousand Dollars (\$5,000)*. *OWNER* agrees to disclose this entire *Agreement* to *OWNER'S* insurance company and provide *TRAINER* with the insurer's name, address and policy number. Failure to disclose insurance information shall be at *OWNER'S* risk.

Section 16. ADDITIONAL AGREEMENTS – List any *Additional Agreements* here, Must be individually initialed by each party.

Section 17. RIGHT OF TERMINATION.

17.1 **Termination without cause.** Each party is entitled to terminate this *Agreement* without cause upon *seven (7)* days written notice to the other party and after a minimum *TRAINING* period of one month.

17.2 **Termination with cause.** Each party is entitled to terminate this *Agreement* by written notice to the other party if the other party breaches or is in default of any obligation under the contract, which breach or default is incapable of cure or which, being capable of cure, has not been cured within *seven (7)* days after receipt of written notice of such breach or default. If *OWNER* is unable to give *seven (7)* days written notice, *seven (7)* days of fees will still be applied. *TRAINER* shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this *Agreement* is concluded.

Section 18. LIMITATION OF ACTIONS. Any action or claim brought by *OWNER* against *TRAINER* in connection with this *Agreement* or the provision of the *SERVICES* must be brought within *one (1)* year of the date such claim or loss occurs.

Section 19. AGREEMENT SCOPE AND TERRITORY. This *Agreement* shall be legally binding upon *TRAINER* and *OWNER* when signed by both parties. This *Agreement* is entered into in the state and county of *PREMISES* of *TRAINER* and will be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Any disputes by *OWNER* shall be litigated in and venue shall be the county in which the *FACILITY* is physically located. If any clause, phrases or word is in conflict with the laws of Pennsylvania then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

Section 20. ENTIRE AGREEMENT. This contract represents the entire *Agreement* between the parties. No other *Agreements*, promises, or representations, verbal or implied, are included herein unless specifically stated in this written *Agreement*. All appendices, fee schedules, information sheets, or other information provided on such appendices, schedules, and *attachments* are incorporated into this *Agreement* and made a part hereof.

Section 21. INHERENT RISKS AND ASSUMPTION OF RISK. *OWNER* acknowledges there are inherent risks associated with equine activities such as described below, and *OWNER* hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of *HORSES* to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to *ANIMAL(S)* itself or to other animals around them; the unpredictability of a *HORSE'S* reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain *CONTROL* over the *ANIMAL(S)* or not acting within such participant's ability. I, the *OWNER*, or guardian, if *OWNER* is under 18 years of age, acknowledges that all activities around *HORSES* such as, riding, handling and as a spectator are and can be dangerous.

Initials:

_____ Owner

Section 22.

RELEASE OF LIABILITY AND WAIVER

UNDERSTANDING THIS PARAGRAPH TO BE A RELEASE AND WAIVER, and intending to bind, in consideration of *TRAINER* undertaking the *TRAINING* and incidental *SERVICES* under the terms set forth herein, *OWNER* HEREBY RELEASES, WAIVERS, DISCHARGES, AND COVENANTS NOT TO SUE *TRAINER* and *FACILITY* FROM ALL LIABILITY to *OWNER*, his or her heirs, next of kin, executors, administrators, and assigns, FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIMS OR DEMANDS, whether known or unknown, anticipated or unanticipated, AND HOLD *TRAINER* and *FACILITY* HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING REASONABLE ATTORNEYS' FEES, NOTWITHSTANDING ANY CLAIM THAT *TRAINER* CONTRIBUTED TO THE LOSS OR DAMAGE. *OWNER* further agrees that except in the event of *TRAINER* or *FACILITY'S* gross negligence or intentional, willful and wanton misconduct, *OWNER* shall not bring any claims, demands, legal actions and causes of action, against *TRAINER*, *TRAINER'S* ASSOCIATES, *FACILITY* and *FACILITY'S* ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the *ANIMAL(S)*, and/or by me and/or my minor child or legal ward, in relation to the *PREMISES* and operations of *TRAINER*.

OWNER agrees that this Section 22 extends to all acts of negligence by *TRAINER* or *FACILITY* and is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any portion is held invalid, the balance shall continue in full legal force and effect.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF OWNER #1 DATE: _____

SIGNATURE OF OWNER #2 DATE: _____

OWNER'S NAME(S) DAYTIME PHONE _____

ADDRESS _____

EVENING PHONE CELL PHONE _____

Agreed and Acknowledged: A Gray Day Training

BY: _____ Date: _____

Name: _____ Title: _____

Tack and equipment inventory that is stored on the PREMISES: _____

Initials:
_____ Owner

Training & Boarding Attachment A

Horse Training and Boarding for a period of ___ 30 ___ 60 ___ 90 ___ days ___ other (check one)

Part I - Fees and Services to be Provided:

TRAINER trains the animal(s) for the sum of **\$ 700.00** per month per HORSE. Board is included.

HORSE TRAINING Includes:

- TRAINING time varies from day to day depending on the HORSE'S learning curve, temperament, and athletic ability.
- The HORSE will be exposed to a variety of groundwork depending on the HORSE'S current behavior & needs.
- Activities the HORSE may be exposed to: catching, haltering, leading, standing, picking up feet, clipping, desensitizing, trailer loading and other activities that are a part of a typical life interacting with humans.
- OWNER is encouraged to participate in training sessions on the cues and methods used to TRAIN the HORSE(S).
- Doctoring for Medical Care
- Grooming/Clipping
- Exercise and Conditioning
- Handling Advice - will instruct OWNER on the cues used in the TRAINING of the ANIMAL(S).
- OTHER - describe _____

Additional Options & Fees:

- Owner is responsible for providing the tools recommended for the Horse's Training and welfare
- It is up to OWNER to schedule their sessions with TRAINER. If OWNER defaults on an appointment without providing a minimum of 24 hours prior notice, the owner will be charged a fee of **\$25** for the missed appointment.

BOARD –

Includes:

- Run-in shed
- Daily Turnout
- FREE Access to Water
- At least 2 Hay Feedings Per Day (averaging 20-30 lbs per day)
- Worming (cost to be added to OWNER'S bill as performed)
- Handling For Veterinarian and Farrier

Part II. Payment and Rate Information:

Training and Boarding

Monthly

\$700 – approximately 1-2 hours a day training sessions – Board is included

Payments can be made:

at the Barn location or by mail to: **A Gray Day Training, PO Box 81, Harmony, PA 16037**

or

Online via **PayPal** to: vgrayhorses@graydaytraining.com. Note that a **3%** Service fee will be added to all PayPal payments.

Initials:

_____ Owner

Training & Boarding Attachment B:

HORSE OWNER'S INFORMATION SHEET

Arrival date: _____

OWNER'S INFORMATION:

Owner's Name: _____

Phone No.: (home) _____ cell) _____ (work) _____

Address: _____

City/St/Zip: _____

E-mail: _____ Text: yes no

Ownership of HORSE: (choose one) _____ Has full title _____ Leases the HORSE _____ Manages HORSE _____

Purchased HORSE on installment contract -With full payment due _____ / _____ / _____.

Title and registration currently held by: NAME _____

Address City/State/Zip _____ (Phone) _____

To be contacted in case of emergency, if owner cannot be reached-released to make health decisions on OWNER'S behalf:

Name: _____

Phone No.: (home) _____ (cell) _____ (work) _____

Address: _____

Horses Name: registered: _____ Barn: _____

Height: _____ Age: _____ Breed: _____ Color: _____

Markings/Brands: _____

Sex: S (stallion) M (mare) G (gelding) C (colt) F (filly) {Mares: pregnant?} YES/NO If yes, expected arrival date is _____

Papers: Yes No Reg. Organization: _____ number/brand: _____ Microchip number: _____

Does HORSE have any dangerous propensities? If yes, describe: _____

Habits: _____

Value of HORSE at time of arrival:\$ _____ Is HORSE insured? Yes No (check one)

If HORSE is valued over \$5,000 we require the owner carry mortality/accident/loss of use for the length of training.

Insurance Carrier: _____ Policy # _____

Carrier's Address: _____

Insurance contact for emergencies and phone number: _____

HORSE is usually kept (please check one):

1) at pasture full-time

2) stalled full-time

3) turned out part of most days

Feeding Program:

Hay type _____	Amount _____	AM _____	PM _____
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Grain type(s) _____	Amount _____	AM _____	PM _____
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Pellets _____	Amount _____	AM _____	PM _____
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Known allergies to feeds: _____

Special Care Requirements: _____

Name of Farrier: _____ **Phone #:** _____

Shoeing Instructions: _____

Initials: _____
 _____ Owner

Training & Boarding Attachment B:

HORSE OWNER'S INFORMATION SHEET

Medical History of HORSE:

Colic _____ Frequency _____
Founder _____ When _____
Allergies, if known _____
Other _____

Vaccination Dates: Tetanus Toxoid _____ Rabies _____ Coggins Test: _____
Date of last Worming: _____ West Nile _____ Rhino _____

Veterinary emergency contact: Name: _____ Phone Number: _____

HORSE _____ IS _____ IS NOT (check one) considered a surgical candidate in the event of colic or serious illness

CURRENT BOARDING INFORMATION:

Name of Facility/owner: _____ Phone number: _____
Address: _____ How long at this facility? _____

Describe your HORSE'S temperament: (use reverse side of page if needed:)

Describe your HORSE'S current level of TRAINING: (use reverse side of page if needed:)

Describe any pertinent personality, health, or soundness issues with your HORSE: (use reverse side of page if needed:)

List the specific goals and focuses for your HORSE'S TRAINING: (use reverse side of page if needed:)

The undersigned owner or authorized agent hereby declares that the above information is true and correct, and agrees to indemnify and hold A Gray Day Training and Valerie Gray-Nelson, harmless from any and all costs, liability, damages, including without limitation attorney's fees and costs, resulting from any representation made herein by the undersigned owner.

Signature of Owner: (or authorized agent) _____

Print Name: _____ Date: _____

Initials:
_____ Owner