



## HORSE TRAINING AGREEMENT

For Elise Young – ABN 99 689 296 219

22 Jenkins Road, Bullsbrook WA 6084

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The terms and conditions set out below will form the training contract you agree to. To apply for this service you must complete the training application form provided to you.

Access to the FACILITY is by appointment only.

### DEFINITIONS

<b>BCS</b>	Means Body Condition Score, whereby BCS 3 is ideal of a 0-5 BCS Chart.
<b>FEE</b>	Means the amount of money paid for services per week, paid in advance.
<b>FACILITIES</b>	Means the facilities as described in Schedule 2.
<b>SERVICES</b>	Means training, rider training, agistment and feeding schedule.
<b>TRAINER</b>	Shall herein refer to Elise Young and employees or representatives acting on behalf of Elise Young.
<b>TRAIN/TRAINING</b>	Shall herein refer to the schooling, conditioning and education of horses.
<b>COACHING</b>	Shall herein refer to the education of an owner to interact and or ride the horse at the facility under the guidance of the trainer.
<b>HORSE (S)</b>	Shall herein refer to all equine species and also to the specific animal/s to which this agreement refers.
<b>HORSEBACK RIDING</b>	Shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted
<b>RIDER</b>	Shall herein refer to the owner and the parents or legal guardian thereof if a minor.
<b>CONTROL</b>	Shall herein refer to any and all actions being done to the animals.

**FEE OUTLINE** The basic or standard fees are listed below.

Please note, due to limited hay supplies and additional costs; I regret to inform that price increases for the basic fee structure have been applied 1/4/24.

- Yearling Groundwork - \$330.00 per week
- Horse training and ridden education - \$380.00 per week

Variations to the FEE may be required – see warranties 2.2. Should a variation to the FEE be applied you will be consulted on arrival of the HORSE at the FACILITY.

## **1. THE AGREEMENT**

- 1.1 This agreement relates to the horse whose details are set out in Schedule 1 Training Application.
- 1.2 For the FEE, the OWNER intends for the TRAINER to undertake to TRAIN the HORSE and or educate the OWNER on how to CONTROL the HORSE.
- 1.3 The FEE shall also include board at the facilities and as per the feeding schedule in Schedule 2 of this document (FEEDING SCHEDULE)
- 1.4 Training schedule is as outlined in Schedule 3 of this document (TRAINING SCHEDULE)
- 1.5 Schedule 4 of this agreement outlines gear and possessions provided by the owner during the HORSES attendance at the FACILITY.

## **2. WARRANTIES**

You warrant that:

- 2.1 The information set out in Schedule 1 is true and correct.
- 2.2 The horse meets the BCS score of 3. Horses that do not meet the BCS score of 3 may attract additional FEES to provide correct nutrition and health for the HORSE.
- 2.3 The HORSE is free of disease.
- 2.4 If the HORSE has undesirable vices, they are listed on Schedule 1 under “Other Relevant Information Pertaining to the Horse”
- 2.5 The HORSE is up to date with vaccinations, worming, dentistry and farrier work prior to arriving at the facility unless otherwise noted on Schedule 1.
- 2.6 The HORSE is sound, and any known medical conditions are noted on Schedule 1 under “Other Relevant Information Pertaining to the Horse”

## **3. YOUR OBLIGATIONS**

You agree that you will:

- 3.1 Comply with reasonable suggestions in respect of the education, feeding and management of the HORSE.
- 3.2 Comply with stable procedures and rules that are set out in this agreement.
- 3.3 Accept full responsibility for the personal safety of yourself and any other person visiting the facilities with you, either together or separately.
- 3.4 Pay for repairs or reinstatement for any damage caused by you or your HORSE, to a stable, a paddock, a trailer or any of our training equipment and tools.

## **4. TRAINING SCHEDULE**

- 4.1 The horse training program described in Schedule 3 is a guide only.
- 4.2 The TRAINER will train the HORSE and perform all services in accordance with generally accepted professional standards. The TRAINER will exercise reasonable care for the protection of the HORSE and shall educate and train the HORSE and OWNERS to the best of their ability.
- 4.3 Other than the guarantee outlined in 4.2 the TRAINER cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since it depends greatly on the individual physical and mental ability of each horse.

## **5. PAYMENT OF FEES**

- 5.1 The weekly training fee is payable in advance.
- 5.2 An invoice will be provided if you require.

- 5.3 Upon completion of this agreement the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from the TRAINERS possession until all expenses are paid in full.
- 5.4 In the event a payment in full is overdue by five (5) days a late fee of \$5.00 per day late fee per HORSE starting on the sixth (6) day will be charged.
- 5.5 In the event a payment is not forthcoming, the TRAINER shall be entitled to a lien against the HORSE and or equipment stored upon the trainer's premises in the full amount due, in accordance to the appropriate laws of the state of Western Australia.

## **6. RIGHT TO REFUSE SERVICES**

- 6.1 The TRAINER reserves the right to refuse the continuation of training services of any horse for any reason, to include but not limited to
  - a) animals poor health
  - b) unsoundness
  - c) dangerous propensities, habits and or vices
  - d) non trainable condition
  - e) OWNERS refusal to abide by stable rules or to cooperate with TRAINER on reasonable requests relative to the management and training, welfare and safety of animals and people on the premises.

## **7. ROUTINE HORSE CARE REQUIREMENT**

- 7.1 Horses in training must participate in the TRAINERS worming, immunization, hoof trimming/shoeing, and dental costs if required and the cost of which shall be borne by the OWNER.
- 7.2 All expenses for the HORSE by other professionals (i.e. Veterinarians, Farriers, Chiropractors) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice.
- 7.3 The OWNER shall schedule their own appointments for their HORSE and be available at the facility to hold the horse.
- 7.4 If the OWNER is unavailable to be present during a professional appointment, the OWNER must advise the TRAINER. If the TRAINER is required to assist, a fee shall be applied by the TRAINER, payable by the OWNER at a rate of \$50.00 per hour.

## **8. EMERGENCY CARE**

- 8.1 The TRAINER agrees to attempt to contact the OWNER should the TRAINER determine that veterinary treatment is needed for the HORSE. If the TRAINER is unable to contact the OWNER then the TRAINER is authorized to secure emergency veterinary and farrier care required for the health and wellbeing of the animal.
- 8.2 All costs of such care shall be paid by the OWNER directly with the professional, or in the event of the OWNER not having direct billing with the attending professional, the TRAINER shall be reimbursed all expenses pertaining to the professional within the billing practice set out by the professional.
- 8.3 The OWNER agrees to notify the TRAINER of any and all changes to addresses and emergency telephone numbers in the event of an emergency.

**9. INHERENT RISK AND ASSUMPTION OF RISK**

- 9.1 The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as
- a) Running, bucking, biting, stopping short, changing direction, or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to person on or around them or to the animal itself or to other animals around them
  - b) The unpredictability of an equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or animals
  - c) Certain hazards such as surface and subsurface conditions
  - d) Collisions with other animals
  - e) 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 or not acting within such participants ability.

**10. RISK OF LOSS OF ANIMAL OR PROPERTY AND STANDARD OF CARE**

- 10.1 During the time that the animal is in the care of the TRAINER, the TRAINER shall not be liable for any sickness, disease, straying, theft, death or injury, which may be suffered by the animal or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of the horse, except in the event of willful negligence on the part of the TRAINER. This includes, but is not limited to, any personal injury or disability the owner may receive on the TRAINERS premises.
- 10.2 The OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of the OWNERS horses, tack, equipment or other property is not covered by the TRAINERS insurance and the TRAINER shall not be liable for the OWNERS horses, tack, equipment or other property.

**11. OWNERS ACCEPTANCE OF RESPONSIBILITY**

- 11.1 During the time that the horse is being trained, the horse shall be in the custody of the TRAINER.
- 11.2 The OWNER has inspected the TRAINERS facilities/premises and has satisfied themselves that the conditions of the premises and facilities will provide an adequate and reasonable level of safety for OWNERS and HORSES.
- 11.3 The 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 the TRAINER is in no way responsible for the results of the reasonable levels of stress, which could potentially cause injury. Illness, and or loss of a HORSE by death.
- 11.4 The OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animals while in the control of the OWNER, owners family members, invitees, or other handlers or agents appointed by them and also for any acts of the HORSE caused by vices or dangerous behavior not disclosed to the TRAINER by the OWNER.
- 11.5 The 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 the OWNERS HORSE.

## 12. RELEASE OF LIABILITY

- 12.1 in consideration of the TRAINER undertaking the training and incidental services under the terms set forth herein, I the undersigned OWNER, do agree to hold harmless and release the TRAINER of all claims, demands, causes of action and legal liability.

## 13. OWNER RIGHT OF TERMINATION

- 13.1 Upon the written notice to the TRAINER the OWNER may terminate this agreement for any reason. The OWNER is entitled to a refund. TRAINER shall be paid for all fees incurred up to the termination time. After all fees have been paid in full, this agreement is concluded.

# SCHEDULE 1 – TRAINING APPLICATION FORM

Online form (Jot Form) comprising the OWNERS details, the agreed commencement of the Training Service and the details of the horse; including any other relevant information pertaining to the horse's health, history and education.

# SCHEDULE 2 – FEEDING SCHEDULE

**The following feed schedule is for horses that meet the ideal Body Condition Score 3 on a 0-5 body Condition Score Chart, if additional feed is required – additional fees will apply.**

## TWO (2) HARD FEEDS PER DAY COMPRISING

Lucerne chaff and Pegasus Liberty, Mitavite Breeda or Mitavite Xtracool, T&R Lupin Fibre Cubes, Electrolytes where necessary.

Quantities will be dependent on the individual HORSE, it's condition and it's work load.

## HAY TWO (2) TIMES PER DAY

Lucerne Hay and Wheaton (Wheaton/Vetch Blended) Hay are available at this FACILITY. The hay given will be dependent on the individual HORSE, it's condition and its workload. The hay available is dependent on the season and availability.

If the OWNER has specific items to include in the feeding schedule, it is to be supplied by the OWNER on arrival.

Please ensure that any dietary issues have been listed on Schedule 1, for example sugar intolerance, allergies etc.

## **SCHEDULE 3 – TRAINING SCHEDULE**

1. The HORSE will most likely commence training on the ground, reviewing manners, control, sensitization / desensitization and its ability to manage situations presented to it.
2. The HORSE'S first sessions may be undertaken in the round pen.
3. The HORSE may be driven in drive lines.
4. The HORSE may be hobble broke with leather hobbles.
5. The HORSE generally works Monday through to Friday.
6. The HORSE may require multiple shorter training sessions per day if required.
7. Groundwork includes round pen work and work performed in hand at the FACILITY. Groundwork does not include riding.
8. Float or Trailer loading attracts additional contractual requirements and FEES.
9. The OWNER may organize to view the horse's progress weekly. It is the OWNERS responsibility to schedule their viewing or riding session with the TRAINER.
10. The TRAINER may provide video updates as and when they see fit. This will be provided in good will and does not form a mandatory element in the TRAINING SCHEDULE.
11. The TRAINER may be available to show the HORSE in a competition if the TRAINER deems the horse to be ready for the event.

## **SCHEDULE 4 – GEAR AND POSSESSIONS BELONGING TO OWNER AND HORSE**

1. If the HORSE is rugged, dependent on the season, please provide 2 x cottons, 1 x Shell and 1 x heavy rug ONLY. These should be contained in a bag or crate on delivery. Named preferably with marker on left front corner.
2. No other gear is required unless previously discussed with Elise Young.