**R Squared Ranch**

**Training and Boarding Contract**

**WITNESS THIS AGREEMENT this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ in the year 20\_\_, by and**

**between Cassie Rose/ R Squared Ranch, hereinafter referred to as "Stable" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **, Hereinafter referred to as "Owner.”**

OWNER INFORMATION

Name:

Address:

Cell:

Home:

Office:

Emergency:

Cell:

Email:

Alt:

ANIMAL INFORMATION

Registered Name:

Registration Number:

Breed:

Gender: DOB: Color:

Horse’s Stable Name:

Sire: Dam:

Insurer’s Name:

Medical Emergency Name & Phone:

This horse **is not** considered a surgical candidate in the event of colic or serious illness.

***XX\_\_\_\_\_\_\_\_\_Owner’s initial***

1. TRAINING:

Stable agrees to accept Owner’s horse for training, and it is the plan and intention of the Owner to place this horse into training. It is understood and agreed that the events or purpose for which the horse as above-described is accepted for training are as follows: Horse will be trained on the ground and under saddle in traditional breed gaits without the use of artificial aids such as heavy shoes, chains, pads, or action devices of any kind. Stable agrees to work with owner's horse for 20 hourly rides per month.

1. FEES, TERM, AND LOCATION:

|  |  |
| --- | --- |
|  | Owner shall pay the Stable for professional services and board as described below, the fee of $2000 per month, for training/boarding, for a minimum of 2 months (3 recommend) to be completed in 20\_\_\_\_. Boarding includes semi private paddock and loafing shed. The Owner may assess the horse’s progress after 20 days and accept continuation of the Stable’s services.  A down payment of the first month is due upon completion of the training contract. The remainder of the training and boarding fees are due when the horse is dropped off at the facility for training. The preceding installments and any additional expenses (ie. feed, fly spray, medication etc) shall be invoiced on a monthly basis.  Board fees of $200 per month will be charged for anytime spent without training.  **Late Fees:** Monthly fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of $15.00. Fees received after the sixteenth will be subject to a late fee of $25.00. |

1. PAYMENT OF INVOICES:

|  |  |
| --- | --- |
|  | Invoices for fee balance and expenses are payable upon receipt. 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 Stable’s possession until all expenses are paid in full. |

1. VETERINARIAN, HOOF TRIMMING, WORMING AND RELATED SERVICES:

|  |  |
| --- | --- |
|  | All veterinarian, pelleted feed, medicine, hoof trimming and worming expenses shall be paid by Owner, as further described herein. Owner agrees to provide Stable with all health records with regard to the horse as requested.  Owner assumes responsibility for arranging veterinarian, hoof trimming and worming services as necessary. |

|  |  |
| --- | --- |
|  | Stable reserves the right to refuse any horse upon the premises if same does not appear to Stable to be in good health, or is deemed dangerous or undesirable. |

1. OWNERSHIP-COGGINS TEST:

|  |  |
| --- | --- |
|  | Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of a negative Coggins test. |

1. FEED, FACILITIES, AND SERVICES:

|  |  |
| --- | --- |
|  | Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals in training. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order. |

7. RISK OF LOSS AND STANDARD OF CARE:

|  |  |
| --- | --- |
|  | During the time that the horse(s) is/are in custody of Stable, Stable shall not be liable for any sickness, disease, astray, theft, death or injury, which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of Stable, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner’s guest, may receive on Stable’s premises. |

|  |  |
| --- | --- |
|  | The Owner fully understands that Stable does not carry any insurance on any horses not owned by Stable 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 horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. |

|  |  |
| --- | --- |
|  | The standard of care applicable to Stable is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Stable be held liable to Owner for equine death or injury. |
|  |  |

|  |  |
| --- | --- |
|  | Owner agrees to disclose this entire agreement to Owner’s insurance company and provide Stable with the company’s name, address and policy number. Failure to disclose insurance information shall be at Owner’s risk. |

1. INHERENT RISKS AND ASSUMPTION OF RISK:

|  |  |
| --- | --- |
|  | The undersigned, both Owner and Stable, 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, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine’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 or not acting within such participant’s ability. |

1. HOLD HARMLESS:

|  |  |
| --- | --- |
|  | Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable. Stable reserves the right to notify owner within seven (7) days of the horse’s arrival if said horse, in Stable’s opinion, is dangerous, unhealthy, handicapped, or otherwise unfit for boarding. Upon such notification, Owner shall remove said horse within seven (7) days, and all expenses incurred for the horse’s stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated. Stable shall hold Owner harmless and indemnify Owner from any injury to any persons or damage to property caused by said horse. |

1. EMERGENCY CARE:

|  |  |
| --- | --- |
|  | Stable agrees to attempt to contact Owner should Stable determine emergency veterinary treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary care required for the health and well-being of said horse(s). |
|  | All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner’s agent, to arrange direct billing to Owner. |

|  |  |
| --- | --- |
|  | In the event that Stable is unable to contact Owner, Stable shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Stable is instructed herein by Owner above in paragraph 2 on Animal Information, that the horse(s) is/are not surgical candidates. |

|  |  |
| --- | --- |
|  | Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner’s place with regard to the health, well-being, and/or medical treatment of the horse(s). |

1. LIMITATION OF ACTIONS:

|  |  |
| --- | --- |
|  | Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (l) year of the date such claim or loss occurs. |

1. CHANGES OR TERMINATION OF THIS AGREEMENT:

|  |  |
| --- | --- |
|  | The Parties agree that this Agreement may be changed or terminated by Stable or Owner upon thirty (30) days notice, regardless of the boarding period. All notices must be issued in writing unless otherwise agreed upon by the parties. |

1. RIGHT OF LIEN:

|  |  |
| --- | --- |
|  | The Owner is given notice that Stable has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services. Services are as defined in paragraph 3. and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse (s.) In the event Stable exercises Stable’s lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable’s representatives setting representatives setting forth the material facts of the default and foreclosure as well as |

|  |  |
| --- | --- |
|  | Stable’s compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney’s fees, costs, and other related expenses for which a minimum charge of $200.00 will be assessed. |

1. 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. This contract is made and entered into in the state of Stable, and shall be enforced and interpreted in accordance with the laws of said State. The prevailing party in any dispute shall be entitled to all reasonable attorney fees, court costs, and other related expenses, as may be awarded by the court. |

1. ENFORCEABILITY OF CONTRACT AND SEVERABILITY:

|  |  |
| --- | --- |
|  | In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect. |

**NOTICE**

**A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481 (1) (e) of the Wisconsin Statutes.**

**Signature of Owner (Agent) and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_

**Signature of Stable and Date: \_\_** Cassie Rose

Cassie Rose

1791 235th Street

St Croix Falls, WI 54024

651-815-5541 –