



HORSE & CATTLE COMPANY

1289 4th Street Almena, WI. 54805

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## TRAINING & BOARD AGREEMENT

1. This Training and Board Agreement (“Agreement”) is being entered into on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between P&H Horse & Cattle Co. (“P&H”) and \_\_\_\_\_, (“Trainee”).
2. This Agreement applies to services rendered by P&H to Trainee relating to the horse described as:  
Horse’s name \_\_\_\_\_  
Age \_\_\_ Color \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_  
Items left with horse \_\_\_\_\_  
Horse’s special needs \_\_\_\_\_  
\_\_\_\_\_
3. Board & Training Costs. The total cost of board and training payable by Trainee to P&H per month shall be \$750. First month’s board and training is due when the horse arrives at P&H. Rates of board and training are subject to increase upon 30 days notice by P&H to Trainee. Surcharges for feed and fuel may be billed at anytime by P&H for extreme costs.
4. Feeding Program. P&H agrees to implement a feeding program suitable for each horse. Any special supplements, grain, or hay required shall be billed by P&H to Trainee in addition to the cost of board and training set forth in Paragraph 2.
5. Veterinarian Services. In case of sickness, injury or accident to the Trainee’s horse, Trainee expressly authorizes P&H, in its sole discretion, to retain the services of a veterinarian to treat the horse. All bills and expenses incurred as a result of such treatment, including any handling fees incurred, shall be the exclusive responsibility of Trainee. Trainee agrees to hold P&H harmless and to indemnify P&H from any liability arising from such treatment or services.
6. Farrier Services. Farrier work will be obtained for the horse in the sole discretion of P&H and, in addition to handling fees, will be billed to Trainee. Trainee agrees to hold P&H harmless and to indemnify P&H from any liability arising from such services.
7. Vaccinations & Coggins. Trainee warrants that the horse is free from all communicable diseases upon deliver to P&H. On or prior to arrival, Trainee will provide (has provided) a record of current vaccinations, including: 5-way; nasal

strangles; Potomac horse fever; west Nile; BPM and rabies. On or prior to arrival Trainee will also provide (has provided) a current calendar year Coggins test. While the horse is stabled with P&H, P&H shall administer such vaccinations and tests and bill Trainee for the cost, including any handling fees.

8. Worming. While the horse is stabled with P&H, P&H shall worm the horse every 2 months and bill the Trainee for the cost, including any handling fees.
9. Equipment. Upon the arrival of the horse at P&H, Trainee shall provide all equipment necessary and appropriate, in the discretion of P&H, for the horse's care and training, including sheets, blankets, hoods, etc. If not provided by Trainee, P&H shall procure such items and shall bill Trainee for the expense. P&H is not liable for damage to, loss or theft of such equipment. Trainee is liable for damages to such equipment, whether owned by P&H or Trainee, and Trainee shall pay all expenses necessary for the repair or replacement thereof.
10. Rules. Trainee agrees to abide by the following rules:
  - a. No smoking or open flame in or near the horse barn.
  - b. No alcohol on premises.
  - c. No pets (dogs, cats or other animals) on premises at any time.
  - d. *Trainees and guests shall be on premises by appointment only.***
  - e. Gates and barn doors shall be left (open or closed) the way they were found.
  - f. Trainees who bring guests to the farm are responsible for their guests' conduct, are responsible for their guests' safety, and shall ensure that their guests comply with all farm rules.
  - g. Trainees are responsible for their own personal items, including tack and grooming equipment, and shall keep such items in designated areas when not in use.

Trainee agrees to abide by such rules, and any other rules posted or otherwise communicated by P&H to Trainee. Failure to comply with such rules may result in Trainee and/or Trainee's guests being asked to leave the premises.

11. Acknowledgment of Risk. Trainee understands and accepts that all horse-related activities contain inherent risk. Such risks include but are not limited to the fact that horses are unpredictable and have dangerous propensities. For example, horses are large animals which run, buck, bite, kick, rear, stumble, fall, and step on handlers. Such inherent risks may result in an injury, harm or death to persons on or around horses.
12. Risk of Loss or Injury. Trainee assumes the risk of any loss, damage, personal injury or injury to property, including injury or the death of Trainee's horse, whether from illness, accident or any other cause, while in the care or possession of P&H.

13. Sales Commission. P&H is Trainee's agent for the sale of any horse which is, at the time of sale, being trained and/or boarded at P&H. Trainee shall pay P&H a 15% commission fee on the sales price of the horse, due and owing at the time of sale. Neither Trainee nor the purchaser of the horse shall be entitled to remove the horse from P&H until such commission has been paid.
14. Notice of Removal. Trainee shall give P&H a minimum of 30 days' notice prior to removing the horse from training and/or the premises, and shall make specific arrangements for the release of the horse by P&H at least 48 hours in advance.
15. Health on Removal/Risk of Harm in Transit. Trainee is solely responsible for determining whether the horse is sufficiently healthy to be moved from P&H and for obtaining any necessary blood tests, vaccinations and health certificates, whether through P&H's veterinarian or otherwise. Once the horse has been loaded for shipment, Trainee assumes full responsibility and releases P&H from any responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.
16. Lien Rights. P&H has lien rights in the Trainee's horse pursuant to Section 779.43, Wis. Stats., for all fees, charges and expenses incurred under this Agreement. No horse shall be removed from P&H until such time as all fees, charges, and expenses are paid in full.
17. Statement on Account, Interest & Late Fees. P&H shall issue monthly statements on account, which show accumulated fees, charges and expenses owed by Trainee. A \$50.00 late fee shall be charged to Trainee if payment in full is not made on or before the 15<sup>th</sup> of each month. Interest on unpaid balances and late fees shall accrue at a rate of 1.5% per month (18% per annum).
18. Right to Sell Horse in Satisfaction of Unpaid Balance Owed. If at any time the Trainee's statement on account includes past-due charges in excess of \$2,500.00, which remain overdue for a period of 90 days or more, P&H shall have the right, at its election and its sole discretion, to conduct a private sale of Trainee's horse in any commercially reasonable manner, retaining such proceeds as are required to compensate P&H for the unpaid balance on account and the costs and expenses of the sale. If the proceeds of such sale exceed the amount owed by Trainee to P&H plus the cost and expense of the sale, P&H shall refund the balance to Trainee. If the proceeds of such sale are less than the amount owed plus the costs and expenses of the sale, P&H retains the right to collect the deficiency in any manner allowed by law.
19. Forum Selection & Choice of Law. Any and all disputes arising under this Agreement shall be adjudicated in the courts of Barron County, Wisconsin. The laws of the State of Wisconsin shall apply.

20. Release & Waiver. In conjunction with this Agreement, Trainee has signed a Rules, Release & Waiver document, the terms of which are incorporated into this Agreement as if fully set forth herein.

Trainee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

P&H, by Hoyt Rose: \_\_\_\_\_ Date: \_\_\_\_\_