**Tinker Turner Performance Horses**

Training Agreement

This agreement is entered on \_\_\_\_\_\_ (date), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (owner) and Tinker Turner Performance Horses (Tinker Turner, Trainer).

Witnessed that Owner owns the below described horse(s) and covenants with Trainer to train said horse(s) for the purpose and under the terms hereto agreed as follows:

* Description and delivery of horse(s): Owner agrees to deliver on or about \_\_\_\_\_\_(date), the following described horse(s) to trainer:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg No.\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_Color\_\_\_\_\_\_\_\_\_\_\_\_\_Sex\_\_\_Breed\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg No.\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_Color\_\_\_\_\_\_\_\_\_\_\_\_\_Sex\_\_\_Breed\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg No.\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_Color\_\_\_\_\_\_\_\_\_\_\_\_\_Sex\_\_\_Breed\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg No.\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_Color\_\_\_\_\_\_\_\_\_\_\_\_\_Sex\_\_\_

**Terms of Payment**: Owner agrees to pay trainer the sum of $ \_\_\_\_\_ per month, payable as follows:

* A. **The first month training fee is paid when horse is delivered to TTPH or picked up by TTPH**.

B. **Each payment is due monthly on the next month.**

**C. Any payment not received by the third(3rd) day of each thirty is subject to a thirty ($30.00) dollar penalty charge over and above the monthly bill.**

**D. If payment is not received by the 3rd day, the horse will go OUT of training and there will be a $20 per day added to overall bill for boarding.**

E. **Cash, check, debit/credit card, and paypal (4% processing fee will be charged for credit, debit, and paypal) $35 fee for returned checks. No checks will be held. No horse will be released until all bills are paid in full.**

**Training Fees $1,000/monthly:** This includes at least 22-27 days of riding, training or groundwork. Also Includes Full Horse Board, Quality Hay, Grain, Bedding, One Monthly Lesson, & Turn Out. Additional Lessons $45/hourly. The lesson must be used the month in training.

 **Duties of Horse Trainer**: Trainer shall fulfill theses duties in a manner consistent with good training practices. Training is the action of teaching a person or animal a particular skill or type of behavior. A horse trainer teaches horses the skills they need for performance, making sure they are also fit and obedient.

**Horse Health:** Each horse shall enter the Trainer’s premises free from transmissible diseases and must be effectively wormed, must be healthy to be trained, and current on immunizations for this area at least 7 days prior to arriving at the training facility. Trainer will make an effort to keep each horse in good health but cannot guarantee each horse’s health.

* + Date: \_\_\_\_\_\_ worming
	+ Date: \_\_\_\_\_\_ Immunization Record
	+ **Owner Initial**: \_\_\_ Copy of Negative Coggins Test required
	+ Disclose horse’s vices, unique habits, or safety issues:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Expenses:** Owner shall bear all cost of transportation incidental to the purposes of the Agreement, including but not limited to, veterinary and farrier cost, entry fees, and special equipment. Owner will not be responsible for additional expenses exceeding $\_\_\_\_\_dollars per month without prior written approval. All expenses are due and payable on the first of the month as provided.

* **Feed, Facilities, and Services**: Trainer 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.
* Owner is requested to bring a weeks’ worth of current feed. (if applicable)
	+ **Owner Initial**\_\_\_\_ Any supplements, vaccinations, wormers, specialty feeds, or hay (other than what is provided by trainer) will be provided at owners’ expense (storage fee for specialty feed & hay $50 per month depending on size) if trainer picks up request by owner mileage will be charged.
* **Authority to Obtain Veterinary and Farrier Care**: Owner hereby authorizes Trainer to obtain all necessary emergency veterinary and non-emergency farrier care to maintain said horse(s) in good health. All other non-emergency care needs shall be first approved by Owner unless otherwise authorized hereunder. Owner shall pay all veterinarian and farrier services.
* **Farrier:** Horses in training must have feet in correct condition. Farrier work can be provider. $20 for first hour and $45 per hour after that if horse must be held for farrier work if owner cannot be present.
* **EQUINE DENTIST:** Please have your horses teeth look at by an equine dentist before arrival.
* **Owner Initial** \_\_\_ DOCTORING FOR MEDICAL CARE ($10 Per week if only applying spray, salve, injection, or oral medication. $15 Per occurrence if care includes bandage change. If massage is required, then $15 Per 15 minutes of Trainer’s time.)
* **Owner Initial** \_\_\_ $75 Emergency Trailer Loading (emergency vet care needed)
* **Owner Initial** \_\_\_ Blanket: will be provided by owner. $20 extra on months bill trainer taking on/off, storage, & cleaning. All repairs will be owner responsibility. TTPH is NOT responsible if the horse rips, tears, or does any other destruction of blanket.

**Photos:** TTPH will be taking pictures/videos of your horse(s). The videos will be used for advertising and could be posted on social media and/or you tube.

* **Owner Initial**: \_\_\_ Any photos/videos taken by owner and posted or used for social media/advertising/etc. of the horse while at TTPH, owner will give credit/recognition to TTPH.

**End of Training: Owner Initial**: \_\_\_ At the end of the paid training time, it is my responsibility to pick up or arrange pick up of my horse(s). After three consecutive days of non-pickup after the contract ends, I(owner) am responsible for **$20.00 charge per horse per day** totaling $60.00. After the three days I(owner) am responsible for $**40.00 per horse** **per day** until the day of pickup.

 **Release from Training:** After the agreement of training has ended, owner must pick up horse from training.Trainer must be present when pick time is scheduled by appointment. Full payment must be paid or the horse will not leave the premises this included late fees, vet bills, farrier fees, and all other fees the horse acquired.

**Appointments:** Before you haul, CALL. TTPH has an open-door policy, but please set up an appointment! Please do not be late for the scheduled appointment time. If something happens call to make sure we can accommodate an appropriate time.

**Communication**: Owner/Trainer is highly encouraged, to an extent. Feel free to call and ask about your horses’ progress, but please be respectful on time and length as this is a very busy business and your horse is not the only one.

**Terms & Termination**: The terms of the Agreement shall be monthly. Either party may terminate Agreement above given 15 days’ notice, provided a final accounting by Trainer is present and all payments have been made by Owner prior to taking possession of said horse(s). There is NO REFUND if termination is decided

**Risk of Loss:** Owner shall bear all risk of loss from injury, sickness, or death of said horse(s). Every reasonable precaution shall be taken by Tinker Turner Performance Horses to protect the horse(s) from illness, accident, fire, death, and theft. However, Tinker Turner Performance Horses shall not be responsible for any injury or illness or death suffered by the horse, or person(s), regardless of cause other than gross neglect or illegal at of Tinker Turner Performance Horses.

**Showing**: Owner’s horses shall be shown in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Owner and Tinker Turner Trainer. Owner shall pay all fees and cost of showing.

**Indemnification:** Owner agrees to indemnify Trainer unless otherwise provided by insurance against all liability or claims, demands, and cost for or arising out of this Agreement unless such are caused by the gross negligence of Trainer. His/her agent or employees.

**Binding Effect:** The parties agree that this agreement shall be binding on their respective heirs, successors, executors, and assigns.

Failure if either party to abide by and preform all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall in addition to any other remedies, provided by or in equity, entitle the wronged party to reasonable attorney’s fees and court cost relate to such breach.

In all respects, this Agreement shall be constructed in accordance with and governed by laws of the State of Arkansas. This Agreement contains the final and entire Agreement between parties and neither they nor their agents will be bound by any terms, conditions, or representatives unless amended to the Agreement and initialed by both parties.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written.

**Owner’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Telephone#**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Email**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trainer’s Signature**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Telephone 479 518 6522**

**Address: 1697 French Prairie Road Booneville, AR 72927**

**Email:** **tinkerturner@gmail.com**

**ttphorses.com**

Monthly invoice to be mailed or emailed(circle)

Additional Notes: