



3 Irons Horse & Cattle Co.
24390 Vincent Road Winnie Texas

Training Contract

This Training Contract is made and entered into this _____ day of _____, 20 ____, by and between Dylan Choate & Clarice Martel Choate of 3 Irons Horse & Cattle Co., hereinafter designated "Trainer" and _____, hereafter designated "Owner". Trainer agrees to accept owner's horse _____ for training; and, it is the plan and the intention of the owner to contract for training horse. Trainer and owner mutually agree to the following:

1. Training of Horse

The Trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends on the individual physical and mental ability of each horse. Trainer shall furnish all labor, provide suitable care for horse in an adequate manner. The Trainer has **complete control over the manner of training and shall take all precautions for the proper performance thereof.**

Owner's Initial _____

2. Liability

Owner agrees that the trainer is not liable for death, sickness, and/or accident including consequential damages caused to the horse while in training. In addition, owner agrees to hold trainer completely harmless and not liable for any injury whatsoever caused to the owner, and/or any loss or damage to personal property. It is the responsibility of the owner to carry full liability and mortality insurance coverage for his/her horse, person, and personal property. We would like to recommend that all horses in training be insured and that a copy of that policy be in our hands in case of an emergency. Surgical coverage and major medical coverage are both recommended. If your horse is insured please include the following information:

HORSE: _____

POLICY# _____

If owner elects not to insure the horse, owner fully understands that trainer does not carry insurance on horse, that the horse is not covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with training or for any other reason for which the horse is in the possession of and on the premises of, or in transport with trainer, are to be borne by owner.

3 Irons Horse & Cattle Co., their agents and employees are not liable for death, sickness, and/or accidents of the horse or for any loss, theft, or damage.

Owner's Initial _____

3. Fees and Terms

Owner shall pay the trainer for professional services as described below in training goals and problem areas section, the fee of \$_____ per month which includes board and feed (unless otherwise stated). Any other vitamin or mineral supplements requested by an owner or required for a horse will be additional. All entry fees, veterinarian charges, shoeing fees, etc., are to be considered the responsibility of the owner and are additional expenses that are not included in the base training/boarding fee. The owner will furnish any extra equipment such as blankets, sheets, supplements, etc. The monthly fee of _____ is on a per month basis, not per ride/day/hour/week. The goal is to ride horse 6-7 days/week. If in the event of severe weather, minor injury, or other such happenings that prevent horse from being ridden for an extended amount of time, 3 Irons Horse & Cattle Co will credit these days at the end of the training period, or reimburse the owner at the rate of \$20.00/day.

All fees for training and other incidental services are due (in advance) each month on the _____ day of the month excluding the first payment which will be made in full prior to training, unless prior arrangements are made and stated within this document. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days' notice to Owner. **We accept cash, check, or bank wiring as forms of payment. Late payments are not tolerated, Owner is required to pay ON TIME, on the date referenced above. An itemized invoice will be sent to you on the week of your billing date. A late fee of .83% is applied to balances every 30 days that they are overdue. Horses will NOT be ridden if your payment is late for ANY length of time. If you fail to make appropriate payment within 60 days, legal action may be taken in the form of a lien (on said horses) to secure payment. Any horse that has been liened is not authorized to leave the property and may be sold at public option after the appropriate notices have been taken according to the Texas Stable Keepers Lien under Section 70.003 of the Texas Property Code.**

Owner agrees to _____ days of training.

Drop Off Date: _____

Training Period: The ____ day of _____ 20____

To

The ____ day of _____ 20____

Payment of _____ was paid in full on the _____ day of _____ 20____

Owner's Initial _____

Days/weeks due to weather etc... will be added to this contract as follows:

4. Inherent Risks and Assumption of Risk

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 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 an equines 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 participants ability.

Owner's initial _____

5. Termination

Trainer reserves the right to terminate the contract and notify the owner at any time of the horses' stay if horse, in trainer's opinion, is deemed to unhealthy or too dangerous for trainer to handle and train. Owner is responsible for recovering horse immediately and for paying all fees incurred. Trainer will reimburse owner or credit days to their account for the number of days unriden left in the training period.

The owner has the right to terminate contract if for reasonable circumstances that are associated with the training, such as not satisfied with progression or other opportunities arise, however the owner will pay the balance that was acquired before that date, and should give trainer a two week notice.

Owner's Initial _____

6. Media Policy

3 Irons Horse & Cattle Co. maintains all rights to videos, pictures, and television/movie footage that may be taken of horse while on the 3 Irons grounds and/or any other location. We may use such footage for social media outlets such as Facebook, Instagram, MeWe, Open Range App, Youtube, The 3 Iron's website, and other media outlets.

3 Iron's Horse & Cattle Co. reserves the right to use video footage, or pictures of horse on social media pages for educational purposes; however, what level of information is released is up to owner. 3 Irons Horse & Cattle Co. can keep ownership, and name/information of horse/owner anonymous.

Please indicate the following:

Owner authorizes the use of their name in social media posts:

Owner authorizes the use of their horses name and information in social media posts:

Owner does not authorize the use of their name in social media posts:

Owner does not authorize the use of their horses and information name in social media posts

Owner's Initial _____

7. Hurricane Policy

In the event of a tropical storm or hurricane 3 Irons Horse & Cattle Co. is not responsible for damage to horses, or owner's property. It is the responsibility of the owner to retrieve their horse and other property from the grounds of 3 Irons Horse & Cattle Co. within 3 days of notice from Dylan or Clarice Choate. **3 Irons Horse & Cattle Co. will not house owner's horses at the ranch during a severe weather event unless otherwise noted in this contract, horses must be evacuated from the property.** Fees will be reimbursed, or credited, in the event of hurricane.

Owner's initial _____

8. **Health & Wellness**

All horses are required to have the following medical record unless otherwise noted.

Incoming horses must have had the following vaccinations at least two weeks prior to drop off. (Immunity provided through shots takes two weeks to be fully effective).

Please initial.

EIA Test_____

VEWT Vaccine_____

Flu/Rhino_____ (**Within the last 4 months**)

West Nile_____

Rabies_____

Owner must provide copies of above records before drop off.

Owner is responsible for all farrier fees. We recommend that owner continues to use owner's own farrier if they will travel to 3 Irons Horse & Cattle Co. If not, The 3 Iron's farrier comes on a 6-8 week schedule and charges 40.00/trim (shoe rates vary). Owner will be notified in advance and must pay before farrier's visit. Please indicate below which farrier you will be using, and describe your horse's current hoof care regimen. **If your horse is shod, and loses a shoe, or has a loose/bent shoe, they will not be worked till shoe is replaced. If you do not use our farrier, it is the responsibility of the owner to contact their farrier and make the appropriate arrangements. Owner will NOT be reimbursed or credited for any days a horse waits on their personal farrier for replacement shoes. A boarding fee of \$40.00/week, or \$5.50/day will be assessed for time spent out of work.**

_____ Owner's farrier

_____ 3 Irons Farrier

Hoof Care Description:

Owner's Initial _____

9. Health Emergency Policy:

By initialing below you authorize 3 Irons Horse & Cattle Co., Dylan and Clarice Choate, to act as agents on behalf of your horse in an emergency situation where you cannot be contacted.

Owner's Initial _____

Please provide your vet's emergency contact information

Is the horse a surgical candidate? _____yes _____no

If yes, up to \$ _____ maximum

In the event of a health emergency 3 Irons Horse & Cattle Co. will provide triage care to the best of their ability, you will be contacted, as well as the vet referenced above.

If owner's personal vet cannot be reached, 3 Irons Horse & Cattle Co. will use Dr. Harvey Schneiter DVM, Fannett Veterinary Clinic.

If Fannett Veterinary Clinic cannot be reached 3 Irons Horse & Cattle Co. will use Southeast Texas Equine Veterinary Hospital.

In the event of a health issue please indicate below what actions you authorize 3 Irons Horse & Cattle Co. to take.

_____administer banamine (IV) at the recommended dose of 10cc/100lbs body weight

_____apply wound dressing to minor cuts, scratches, abrasions, fungus etc.....

_____apply hoof dressing/packing/ to abscess, fungus, or sore sole.

All veterinary costs will be billed through the veterinary agency who provided care to owner.

All health supplies used in house will be billed to owner through 3 Irons & Cattle Co. at the end of each month.

In the event of a minor wound/injury that results in the horse requiring a short period of rest (up to two weeks), please indicate what action will be taken:

____ Owner will take the horse home to heal, these days absent will be credited to the owner and once the horse is fit for work, training will begin where it left off.

____ Owner agrees that horse will remain at the 3 Irons' Ranch (if the injury is not so great as to require stall rest or extreme care) and agrees to pay board, and labor for any daily medical attention, on horse for the time it takes the injury to heal at the rate of \$40.00/week or \$5.50/day. Training will resume once the horse is fit to continue.

In the event of a major injury or other such circumstance owner will be reimbursed whatever days are left in the training period, or the owner's account can be credited for the days remaining to apply to the same horse in the future, or training of another horse.

Owner's Initial _____

10. Facility inspection/approval

Owner acknowledges that horses will be housed outside 24/7, on pasture, with companions, in electrified electro-braid paddocks, at times sharing fence lines with cattle. Our arena and round pen are creosote quarter rounds-creosote can cause skin irritation, and will stain clothing, please refrain from rubbing, or touching the walls of the arena and round pen for your own safety.

Owner acknowledges that horses will be trained/ridden in creosote lumber round pen and arena with 4 inches of beach sand footing, as well as ridden outside on the ranch grounds of 3 Iron's Horse & Cattle Co.

Owner acknowledges owner has inspected facilities and finds them safe and in proper order.

Owner's Initial _____

11. Feed

Please acknowledge feed program below:

3 Irons Horse & Cattle Co will provide the recommended amount (by body weight and level of work) of D&D Nutrition- Magnify, alfalfa pellets, hay (in winter), pasture grass (in spring/summer.)

Owner's Initial _____

15. Horse Behavioral Problems or Special Needs:

16. Owner Information:

Name_____

Phone Number_____

Email_____

Address_____

Emergency Contact_____

Emergency Contact Phone Number_____

17. Additional Comments

1.

2.

3.

4.

5.

Owner's Initial_____

18. This contract is non-assignable and non-transferable. This contract represents the entire agreement between the parties. No other agreements or promises verbal or implied are included unless specifically stated. This contract is made and entered into the State of Texas and will be interpreted under the laws of this state. When horse owner and trainer sign this contract, it will then be binding on both parties.

Owner's Name _____ Date _____

Owner's Signature _____ Date _____

Trainer's Name Dylan Choate _____ Date _____

Trainer's Signature _____ Date _____

Trainer's Name Clarice Martel _____ Date _____

Trainer's Signature _____ Date _____