

AU-AGReqc10

## **Horse training agreement**

**Dated:** [\[date\]](#)

**By signing a copy of these terms, you agree to them.**

**This agreement is dated:** [date]

**I / we, the stable / :** [name]

**My address is:** [personal address]

**The Stable address is:** [address / the same]

**You, the horse owner, are:** [name]

**Your address is:** [address]

**The registered name of the horse is:** [name]

**The “Fee” is:** \$ [amount] per week.

**Period of Service provision:** [four weeks certain, then until terminated].

**“Target Events”** means the competitions, events and outings 2 .

**“Facilities”** means the facilities described in Schedule 4.

**“Services”** means training, rider training, livery and any other .

**The veterinary surgeon we prefer to use is:** [name, address and tel].

**The farrier we prefer to use is:** [name, address and tel].

## **1. The agreement**

1.1. This agreement relates to the horse whose details are set out in Schedule 1 (“horse”).

1.2. For the Fee, we agree to take your horse for training and you for rider training 2 .

## 2. Your warranties

You warrant that:

- 2.1. the information set out in Schedule 1 ;
- 2.2. your horse is free of disease;
- 2.3. your horse has no known vice;
- 2.4. your horse has no behaviour problem that you have not ;
- 2.5. you know of no circumstances when the horse may damage , ;
- 2.6. you have an adequate level of knowledge of horses to be able to own, ;
- 2.7. your horse is insured to its full value and in respect of all risks usual to insure against for a horse to ;
- 2.8. you have taken out a policy of insurance to cover all risks associated ;
- 2.9. your horse has been vaccinated in .
- 2.10. the horse is sound in heart, ;
- 2.11. the horse has been treated with no medication in the previous twelve months, ;
- 2.12. the horse now carries no infectious ;
- 2.13. The horse has suffered the diseases, conditions and physical damage now listed in Schedule 1 but no longer suffers nor carries any residue of any disease which ;
- 2.14. the horse has no “vice” such as crib or door or fence , ;
- 2.15. the horse will not be startled by traffic or people ;
- 2.16. the horse has not undergone or been subject to any remedial medication or training to correct any fault, ;

2.17. the horse is capable of being ridden safely in all

### 3. Your obligations

You agree that you will:

- 3.1. comply with our reasonable suggestions in respect of  
;
- 3.2. comply with Stable procedures and rules we may  
;
- 3.3. accept full responsibility for the personal safety of yourself and any  
person  
;
- 3.4. pay us for repairs or re-instatement for any damage caused by you or  
your horse, to a Stable, our horse lorry, or any of our tools,  
,  
;  
;
- 3.5. keep tack, feed and any other possessions we may allow you to bring  
on the  
,  
;
- 3.6. take out insurance against third party claims with a reputable company  
to cover all usual or reasonable risks and show to us proof that the  
insurance is in place at least 7 days before the first day of the period  
.  
,  
;  
;
- 3.7. have your horse vaccinated at appropriate intervals against equine flu  
and tetanus. If you are unable to show proof of  
,  
;  
;
- 3.8. look after all walls,  
,  
,  
,  
.

and you must not:

- 3.9. come onto the Stable whilst under the influence of  
;  
;
- 3.10. bring a  
;

3.11. do, or allow anyone else to do,

;

3.12. leave any rubbish on the Stable;

3.13. bring onto or store on the

, ,

.

## 4. Training programmes

4.1. The horse training programme described in Schedule 2 is a guide only.

If we in our discretion,

[

/

]

,

.

4.2. If you decide that [\[you / the rider\]](#)

,

.

## 5. Use of Facilities

5.1. The Fee we charge for rider training includes

.

5.2. You may use

.

5.3. You may pay for exclusive use of

[

,

,

].

5.4. You may also use a Facility free “as available”, so that you may not use

.

.

5.5. Whether paid or free, your use the Facilities entirely at your own risk.

5.6. If you move jumps or other equipment for your use,

5.7. You may not engage a professional teacher to provide

5.8. Use of

## 6. Failure to pay our Fees

*Note: this paragraph is provided for our protection resulting from past experience. Please read*

6.1. All bills are payable 4

6.2. Extra items include not only the items specified in Schedule 1 but also items

6.3. You may not ride nor remove

[ 14 ]

6.4. When a bill becomes overdue by more than [14] days,

6.5. If any money due to us remains unpaid 28 days after it has become due, we may sell your / /

## 7. Horse owner's indemnity

You agree to indemnify us against all costs claims and expenses

## 8. Care and competitions

8.1. While your horse remains in our Stable, we alone are responsible for the care, including feed and , .

8.2. We will use our best endeavours to attend with your horse at .

OR

8.3. We shall discuss together from time to time the .

8.4. We shall pay entry fees on .

8.5. At any time, we may decide that the horse or rider is not . , .

8.6. On any occasion when the , :

8.6.1 a share of the travel costs pro rata with owners of

8.6.2 the cost

8.6.3 the cost

## 9. When we ride your horse

The following provisions apply when we or any person employed by us, or contracted by us ("Rider"), rides your horse

9.1. You accept that accidents happen from time to time and that it is impossible to foresee what might happen.

9.2. In any event when you fail to tell us of any known propensity of your

## 10. Disclaimers and limitation of liability

10.1. Our staff hours are limited. While we will never neglect the care of your



10.2. Each horse has a different personality and behaves in its own way towards people and other horses.

10.3. We are never responsible for the careless

10.4. Our Services are provided "as is".

10.4.1 useful to you;

10.4.2 of satisfactory quality;

10.4.3 fit for a particular purpose;

10.4.4 available or

10.5. We accept no responsibility

10.6. you agree that in any circumstances when we may become liable

12

OR

10.7. Except in the case of death or personal injury, our total liability under this

\$ 2 , 000 ].

10.8. We shall not be

10.8.1 indirect or consequential loss; or

10.8.2 economic loss or other loss of turnover,

10.9. If you become aware of any breach of any term of this agreement by [ ].

## 11. Veterinary and medical call out

11.1. If in our absolute discretion, it is necessary to call a vet to attend on your horse, then we may ,

11.2. In the event of injury to you or any person brought onto the Stable by ,

## 12. Termination

12.1. This agreement is subject to a trial period of [14] ,

OR

12.2. This agreement terminates [eight] weeks ,  
[ ]

OR

12.3. You or we may terminate this [ ] ,

12.4. The termination of

12.5. When this agreement terminates, for whatever reason, you will take

12.6. You agree that we may take and sell for

14

## 13. Safety

We are not your carers. We are not responsible for your failure to take care of yourself or the

13.1. supervise any child you bring onto the Stable;

13.2. wear a safety  
;

13.3. wear appropriate shoes  
;

13.4. drive your car or  
;

13.5. avoid sudden movements and loud noise among horses;

13.6. do not approach any  
;

13.7. manage your horse carefully while in your control.

## 14. Compliance with the laws

## 15. Miscellaneous matters

15.1. , ,

.

15.2.

,

.

15.3.

,

,

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15.4.

,

,

,

.

,

.

15.5.

,

:

15.5.1

,

;

,

.

15.5.2 issue a claim in any court.

15.6.

.

15.7.

,

.

15.8.

It shall be deemed to have been delivered:

;

72

24

24

24

[

]

15.9.

15.10.

[ ]

[ ]

Signed by the parties:

## Schedule 1: the horse

[ : ]  
,

Registered name:

ID card issuer:

ID card number:

Approx date of birth:

Height and colour:

Feed regimen required:

Special vet requirements:

Date teeth last filed:

Dates of last vaccinations:

### Other information or requirements:

- ; .
- .
- . !
- .
- .
- .
- .
- .

## Schedule 2: horse training, rider training and Target Events

The training regimen will be approximately as follows

- horse will be ridden six times a week
- [ ]
- , .

The Target events for [year] are:

[list target events]

: /  
11 . 30 . .  
.  
.

## Schedule 3: livery arrangements

It is likely to include provision of;

- loose box and bedding
- 2 / 3 ;
- turnout (except in very wet weather);
- rug management;
- daily health assessment.
- use of Facilities
- parking space for lorry or trailer
- training as scheduled;
- full grooming care;
- show preparation once each week;
- boxing assistance once each week;
- attendance on farrier and dentist.

### Additional items

,	\$ 45
,	\$ 30
-	\$ 60



## **Schedule 4: the Facilities**

The Facilities are:

- Cross country course
- Arena
- Grass schooling area
- Show jumping field
- etc, etc

# Explanatory notes:

## Horse training agreement

### General notes

1. This is an agreement which needs no witnesses to the signatures. It is not valid unless dated. You should prepare two copies and
2. This agreement is drawn as a possible model. Every business is different. You can safely change
3. If a customer “does something stupid” and someone is injured as a result, it is likely that you will be absolved from blame if you have taken reasonable precautions against such an occurrence, such as specifying in this agreement how your customers should behave. If a customer then acts in
4. Only you know how you will use this document and whether you will change detail for individual owners. That is for you. But we have placed almost all the variable matters on the first page and in the schedules. We have done that both you and your client can see at a glance the most basic information. There is no reason why you

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5. Under Australia’s Constitution, each state and territory is responsible for its

ACT

[http://www.austlii.edu.au/au/legis/act/consol\\_act/awa1992128/](http://www.austlii.edu.au/au/legis/act/consol_act/awa1992128/)

NT

[http://www.austlii.edu.au/au/legis/nt/consol\\_act/awa128/](http://www.austlii.edu.au/au/legis/nt/consol_act/awa128/)

SA

<http://www.legislation.sa.gov.au/LZ/C/A/Animal%20Welfare%20Act%201985.aspx>

TAS

[http://www.austlii.edu.au/au/legis/tas/consol\\_act/awa1993128/](http://www.austlii.edu.au/au/legis/tas/consol_act/awa1993128/)

VIC

[http://www.austlii.edu.au/cgi-bin/sinodisp/au/legis/vic/consol\\_act/poctaa1986360/index.html?query=title%20%28](http://www.austlii.edu.au/cgi-bin/sinodisp/au/legis/vic/consol_act/poctaa1986360/index.html?query=title%20%28)

WA

[http://www.dpi.qld.gov.au/4790\\_8557.htm](http://www.dpi.qld.gov.au/4790_8557.htm)

QLD

<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/A/AnimalCaPrA01.pdf>

NSW

<http://www.dpi.nsw.gov.au/agriculture/livestock/animal-welfare/codes/aw-code-3>

## Paragraph specific notes

Notes relating to numbered paragraphs

### 1. The agreement

This is the summary basis of the deal. The sum charged,

### 2. Your warranties

The word “warranty” has no more legal effect than any other promise, but it is perceived to

### 3. Your obligations

This is a menu for you to choose, delete, or add, as you

Third party insurance is very useful to you. If someone else causes an accident, you may well be included as a prospective defendant on the

Vaccination is essential. It is obviously sensible to keep diseases off the Stable. It may also be important to be “ ”

#### **4. Training programmes**

Edit to suit your business.

#### **5. Use of Facilities**

Again we have provided a . . .

#### **6. Failure to pay our fees**

This is always a difficult issue since the stable owner is obviously responsible for the welfare of every horse on the Stablewhether or not the owner pays. This agreement assumes payments are in advance, so that the period of any customer default is as short as possible. Subject to that, the answer

#### **7. Horse owner's indemnity**

A short and simple provision.

#### **8. Care and competitions**

You should

#### **9. When we ride your horse**

This is very strong provision in favour of the rider/employee.

#### **10. Disclaimers and limitation of liability**

Self explanatory protection for you.

#### **11. Veterinary and medical call out**

This para may seem very strong, but in the

## **12. Termination**

Another perennial problem is clients who leave half their gear

## **13. Safety**

No doubt you will have safety notices around the Stable.

It is beyond doubt that certified riding helmet can

At first glance it seems sensible to demand that everyone should wear a helmet when riding on

We have therefore used

Please note however, that you would certainly

## **14. Compliance with the laws**

We have no comment.

## **15. Miscellaneous matters**

A number of special points. We have identified each of these as

**End of notes**