



## Training and Board Agreement

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Everfrost Equine LLC , (hereinafter "TRAINER") , and: \_\_\_\_\_

Owner \_\_\_\_\_ (hereinafter "OWNER")  
Address \_\_\_\_\_ County \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_  
Number(s) \_\_\_\_\_ Email \_\_\_\_\_

### 1. HORSE

This Agreement pertains to OWNER'S horse more specifically described below.

HORSE information

Name \_\_\_\_\_ (hereinafter "HORSE") Breed \_\_\_\_\_ Date Foaled \_\_\_\_\_  
Sex \_\_\_\_\_ Color \_\_\_\_\_ Approximate Value \_\_\_\_\_ Insurance \_\_\_\_\_  
Company \_\_\_\_\_ Contact Number \_\_\_\_\_  
Insured Amount \_\_\_\_\_  
Policy Number \_\_\_\_\_

Unsoundness/Medical

History \_\_\_\_\_

OWNER represents that he/she/company owns the HORSE, or has the right to possession of the HORSE. The terms and conditions set forth herein shall be applicable to each and every horse trained or cared for by TRAINER, regardless of whether each horse is identified in this Agreement or any other agreement. In the event the HORSE is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated at the rates applicable at the time of said return.

### 2. FEES AND TERMS

In consideration of OWNER'S selection of fees and services from the current fee schedule of TRAINER, TRAINER agrees to furnish training and care necessary for the training of the HORSE, commencing on the date of arrival. TRAINER reserves the right to raise the fee upon providing the OWNER with thirty (30) days notice.

**30 day fee group pasture training board- \$1500**



**Horses are not permitted to wear back shoes in group turnout.**

Please note that every horse is an individual, and while Everfrost Equine employs comprehensive training methods to ensure steady progress, we cannot guarantee the rate at which each horse will advance through the program. Regular updates will be provided to owners to keep them informed about their horse's progress.

This program is ideal for committed owners who are prepared to continue their horse's development either by putting on more miles themselves or by maintaining the horse in an ongoing training program.

**Everfrost Equine is currently not accepting stallions**

Payment shall be made in advance. OWNER agrees to pay the TRAINER on delivery of HORSE, a prorated fee for the remainder of the month the HORSE arrives, as well as one (1) full month in advance. **Prorated gelding/mare fee is \$50/day.** Subsequent payment is due and payable on or before the first (1<sup>st</sup>) day of each month that this Agreement is in effect. Any payment received after the fifth (5<sup>th</sup>) day of the beginning of pay period shall be subject to a fifty dollar (\$50.00) late fee. A \$25.00 fee will be assessed for any returned checks.

If OWNER agrees with TRAINER to enter the horse at a show or event, once TRAINER enters the HORSE, OWNER is obligated to pay all entry fees, show fees, transportation expenses and other prorated expenses. If OWNER subsequently decides not to take the HORSE to the show or event, these fees may be waived by TRAINER, at TRAINER'S sole discretion. Entry fees are always non-refundable. All show fees, travel expenses and other costs/fees for any horse show shall be paid in full before the horse is transported to the show.

Owner agrees to pay TRAINER a **commission of 15%** on the purchase or sale of each horse and any other horse that TRAINER assists in purchasing and/or selling on behalf of OWNER.

**Monthly consignment board** of \$1,500 is due upon horse's arrival for the month in full and is divided into:

\$750 **non-refundable** board/stall fee (secures stall for the billing period)

\$750 consignment training fee, which will be prorated and refunded for any unused days if the horse leaves the program early due to sale or lease.

Refund only applies to horse leaving sold or on lease. **Non-refundable** if the owner takes the horse home mid month for any other reason.



### **3. TRAINER'S PREMISES**

TRAINER agrees to train the HORSE at the stables located at 21508 Keene Road, Wimauma, FL 33598, or some other location deemed appropriate by TRAINER, on a month-to-month basis. OWNER agrees to abide by and comply with rules of TRAINER and/or the property/barn owner.

### **4. FEED, FACILITIES, AND SERVICES PROVIDED**

TRAINER agrees to provide training and reasonable care required to maintain the health and well-being of the HORSE. Horses may be worked up to six days a week, typically totaling around 20 sessions per month; however, the training schedule is flexible and may be adjusted due to weather conditions or other unforeseen circumstances, for which the trainer is not responsible. TRAINER will manage and supervise feed schedule in order to maintain normal and reasonable health of the HORSE. OWNER shall be responsible for all expenses related to additional feed (hay and grain are included in board), supplements or medications required for the HORSE. Owner may provide ½ bag of grain to transition the horse to farm grain during stay. There is no discount for feeding owner-provided grain. OWNER agrees to provide the necessary shoeing, worming, and veterinary care, for the HORSE as is reasonably necessary, at OWNER'S expense. OWNER acknowledges OWNER has inspected facilities and finds them safe and in proper order. Only people with a current HOLD HARMLESS agreement may be on the property.

### **5. VACCINATIONS**

OWNER warrants that the HORSE is free of all communicable diseases upon delivery to TRAINER. On or prior to arrival, the OWNER shall provide a record of HORSE'S current vaccination of required vaccinations (6 way + rabies), a negative Coggins test performed within twelve (12) months prior to arrival. If the HORSE arrives without any required records, TRAINER may elect to decline acceptance of the HORSE or provide the vaccinations and tests at OWNER'S expense.

### **6. VETERINARY CARE AND EMERGENCY AUTHORIZATION**

Due to the limited availability of veterinarians providing 24/7 emergency service in our area, all horses enrolled in training at Everfrost Equine are required to establish an active client account with our primary veterinarian, **Sarasota Equine Associates**.



Owners are responsible for contacting Sarasota Equine Associates at (941) 907-1147 prior to or upon the horse's arrival to ensure the horse is entered into their system and eligible for routine and emergency care.

By signing this agreement, the Owner grants **permission for Sydney Frost, on behalf of Everfrost Equine LLC, to schedule veterinary appointments and to authorize necessary medical treatment, including emergency care**, should the Owner and/or the designated emergency contact be unreachable at the time of a medical emergency. Every reasonable effort will be made to contact the Owner or emergency contact prior to treatment when time and circumstances permit.

TRAINER assumes that OWNER desires surgical care for the HORSE, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless TRAINER is expressly instructed in writing by OWNER that surgical care is not desired for HORSE. OWNER agrees all costs of such care secured shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or TRAINER is authorized, as OWNER'S agent, to arrange direct billing to the OWNER.

Emergency Contact Name and Phone number \_\_\_\_\_

## 7. INSURANCE

OWNER understands that it is OWNER'S sole responsibility to insure the HORSE. If OWNER elects not to insure the HORSE, OWNER fully understands that TRAINER does not carry insurance on the HORSE, that the HORSE is not covered under any public liability, accidental injury, theft, health 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 TRAINER, are to be borne by OWNER. **OWNER hereby releases TRAINER of any and all liability or claims relating to the theft, injury, damage or death of said horse.**

**Liability Waiver Requirement** All clients are required to have a signed liability waiver completed and on file prior to the commencement of any training services.

## 9. DEFAULT/TERMINATION

Should OWNER become delinquent in fee payment, or otherwise breach any term of this Agreement, or violate any rule of TRAINER or rule of the property owner, and such actions continue uncured for seven (7) days after OWNER receives notice thereof, this Agreement shall be terminated by TRAINER at TRAINER'S sole option, and OWNER must remove the HORSE within five (5) days' receipt of notice of termination of this



Agreement by TRAINER. OWNER or TRAINER agrees that fourteen (14) days written notice shall be given to the other party prior to the termination of this Agreement. It is also agreed that this Agreement may be changed by TRAINER upon fourteen (14) days notice.

## 10. RELEASE

OWNER shall make arrangements with TRAINER for the HORSE'S release at least 48 hours in advance of said release. OWNER resumes all responsibility for, and releases TRAINER from, any responsibility or liability for the HORSE'S health, soundness, breeding condition, transportation and care. Should OWNER desire that TRAINER release the HORSE to any third party, OWNER must provide to TRAINER his or her detailed written consent and instructions for such release before TRAINER will give possession of the HORSE to the third party. **All amounts due to TRAINER (and all service providers) from OWNER must be paid prior to OWNER'S removal of the HORSE from TRAINER. Any tack left on the property for more than 30 days that was owned or used by OWNER will become property of TRAINER. TRAINER requires a 14 day notice prior to removing, or withdrawing any horse from the program, or premises.**

## 11. RIGHT OF LIEN

TRAINER has the right of lien as set forth by the laws of the State of Florida, for the amount due for the board and upkeep of the HORSE, and for any services provided by TRAINER to HORSE or OWNER. TRAINER shall have the right, without process of law, to retain the HORSE and other property until the amount of said indebtedness is discharged and paid in full. In the event TRAINER exercises its lien rights as above described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said HORSE upon affidavit by TRAINER'S representative setting for the material facts of the default and foreclosure/forfeiture, as well as TRAINER'S compliance with foreclosure/forfeiture procedures as required by law.

## 12. MISCELLANEOUS.

Time of Essence. Time is of the essence of each and every provision of this agreement. However, in the event the provisions of this agreement require any act to be done or action to be taken hereunder on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.



Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action shall be in Wimauma, Florida, County of Hillsborough.

Severability. In the event any portion of this agreement is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this agreement.

Headings. Headings at the beginning of each paragraph are solely for the convenience of the parties and are not a part of this agreement.

Exhibits/Documents. All exhibits to this agreement are fully incorporated herein as though set forth at length. Each party agrees to execute such further and additional documents as may be necessary or convenient for the purpose of fully effectuating the terms and provisions of this agreement. All such documents shall be in a form reasonably agreeable to all parties and not inconsistent with any provision of this agreement, except as to those documents whose form has been provided with this agreement or which has otherwise already been agreed upon by the parties.

Statute of Limitations. Any action for claim brought against TRAINER related to this Agreement, or any loss due to negligence, must be brought within one (1) year of the date such loss occurs.

**SIGNER STATEMENT OF AWARENESS**

I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

**TRAINER SIGNATURE** \_\_\_\_\_ Everfrost Equine LLC

TRAINER PRINTED NAME: \_\_\_\_\_

**OWNER SIGNATURE** \_\_\_\_\_ Owner

OWNER PRINTED NAME: \_\_\_\_\_