



**TRAINING AND SHOWING AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between \_\_\_\_\_, hereafter referred to as Client, whose address is \_\_\_\_\_

and Jody J. Strand, operating as Jody J. Strand d.b.a. Strand’s Arabian Stables, hereafter referred to as Agent, whose address is 3625 Alice Road, Toddville, Iowa 52341.

Whereas, the Client has an interest in the following horse(s), and has full and unrestricted authority to execute, deliver, and perform this agreement; and

Whereas, the Client desires to have the Agent train and show the horse(s) pursuant to the terms and conditions set forth herein;

Now, therefore, in consideration of the covenants and agreements set forth herein, the parties here to agree as follows:

**1. DESCRIPTION AND DELIVERY OF HORSE(S)**

| HORSE NAME | SEX | REGISTRATION # |
|------------|-----|----------------|
| _____      |     |                |
| _____      |     |                |
| _____      |     |                |
| _____      |     |                |

It shall be the responsibility of the Client, at their expense, to deliver said Horse(s) to the premises of the Agent in a sound condition and free from all contagious and infectious diseases.

Upon arrival, all horses shall be accompanied by a photocopy of the registration certificate and a current health certificate confirming a negative Coggins test for Equine Infectious Anemia, taken within the past six months. It is requested that all horses be vaccinated for Strangles, Tetanus, Eastern & Western Sleeping Sickness, and Rhinopneumonitis. Horses not accompanied with statement of these immunizations will be vaccinated shortly after their arrival at the expense of the client; or if the horse is not in a healthy and sound condition in the opinion of the trainers and/or veterinarian, delivery of the horse(s) may be refused.

3625 Alice Road, Toddville, Iowa 52341  
Telephone: 319 393 4816

2. **DUTIES OF TILE AGENT:** During the time that the horse(s) are in the custody of the business, Agent will:
- A. Provide board
  - B. Train and condition said horse(s)
  - C. At such times and at such shows as both parties deem appropriate, show the horse(s)
  - D. Schedule farrier appointments for horse(s) at Clients expense
  - E. Authorize necessary veterinary work at Client's expense. Client shall be consulted on veterinary work when possible.

Any prize money won by the horse(s), as a result of Agent's efforts in showing them, shall be credited to the Client's account with Strand's Arabian Stables. Any trophies or ribbons won by the horse(s) shall be given to the Client. Except as otherwise provided herein, all training equipment shall be provided at Agent's expense.

3. **FEES AND EXPENSES:** Client shall be responsible for the board and training fees on said horse(s) as provided in the current rate schedule. All costs and expenses on behalf of the horse(s) are the sole responsibility of the Client, and include, but are not limited to; veterinary costs, farrier costs, clipping fees, blankets and hoods, coolers, neck wraps, show entries and stall fees, trailering fees to and from the shows, show flat rate charges as published in February of each year, and other show related expenses. If requested, Client will furnish show tack, which shall meet Agent's approval.
4. **PAYMENT OBLIGATION:** Client agrees to pay the Agent for the board and training at the time of delivery of horse(s) for the first month. Each month thereafter, Client agrees to pay Agent the fees and expenses as billed them on their monthly statement. Amounts not paid by the 30<sup>th</sup> of the month in which the monthly statement was issued are considered past due and are subject to a 1.5% monthly finance charge. If at any time an account becomes more than 60 days delinquent, all training and showing shall cease until the account is brought to a current status. Agent shall have a lien on said horse(s) for all unpaid charges under this agreement, and said horse(s) shall not leave Strand's Arabian Stables prior to payment. Unless otherwise indicated in a writing signed by the Client, the Client warrants that he or she owns said horse(s) and that there exist no liens or other encumbrances, express or implied, outstanding against said horse(s). The Client acknowledges that Jody J. Strand and/or Strand's Arabian Stables has a right of lien pursuant to Iowa Code Chapter 579 for all charges and expenses of keeping said horse(s). The Client acknowledges that Jody J. Strand and/or Strand's Arabian Stables have the right to retain said horse(s) until the amount of such indebtedness is discharged or to otherwise proceed to sell said hors(s) in the manner provided by law.

In the event that Jody J. Strand or Strand's Arabian Stables commences action against the Client for the Client's default or breach of this agreement or to collect on a delinquent account, the Client shall pay any and all reasonable attorney fees and/or court costs incurred by Jody J. Strand and/or Strand's Arabian Stables in connection with said action.

5. **DURATION AND TERMINATION OF AGREEMENT:** The Client may remove that horse(s) from Agent's custody at any time provided that the Client gives 14 days' notice in advance of removing the horse(s) to enable Strand's Arabian Stables to make available staff and assistants to aide in departure of horse(s), and further provided that the client, on or before removing them, pays in full all charges due under this agreement. If at any time while the horse(s) are in custody of Agent, the hors(s) contracts a contagious or infectious disease, or Agent determines that for other reasons the horse(s) should be removed from Agent's place of business, or if Client breaches its obligations hereunder, the client shall immediately pay all charges due to Agent and remove the horse(s) from Strand's Arabian Stables. Agent shall have the right to require, prior to the removal of the horse(s) from the custody of Strand's Arabian Stables that the horse(s) receive, at Clients expense, a veterinary certificate of health.
6. **LIABILITY AND INDEMNIFICATION:** The Client agrees to indemnify and hold harmless Jody J. Strand, the Agent, and any agents, servants, or employees of either of them:
- A. For any sickness, disease, injury, estray, theft, or death which may be incurred by said horse(s) and any and all other cause of action whatsoever arising out of or in any connected with the training, showing, boarding, or trailering of said horse(s).
  - B. For any personal injury, disability, or death incurred by the Client, Client's family members, or any individual accompanying the Client while on the premises of Strand's Arabian Stables;
  - C. For any damage to or loss of property incurred by the Client, Client's family members, or any individual accompanying the Client while on the premises of Strand's Arabian Stables;
  - D. For injury to said horse(s) while in the Agent's care and custody where the Client is not the legal owner of said horse(s) and where any claim, demand, or cause of action is bought by the legal owner(s) of said horse(s);
  - E. For any personal injury, disability, or death incurred by any third persons or any damage to or loss of property incurred by any third persons caused by the Client's horse(s) while said horse(s) are in the Agent's care and custody.

This release of liability includes any and all negligence and/or fault of any kind or type on the part of Jody J. Strand, the Agent, or the agents, servants, or employees or either of them. Client agrees that said persons shall not be liable for any special, incidental, or consequential damages arising from the activities covered by this agreement. IN no event shall the aggregate liabilities of said persons for any claims, demands, or causes of action arising under this agreement or related to the duties to be performed hereunder exceed the amount of fees paid by the Client.

**7. NOTICE OF IOWA'S DOMESTICATED ANIMAL LIABILITY LAW:**

**WARNING**

Under Iowa Law, a domesticated animal professional is not liable for damages suffered by, an injury to, or the death of a participant resulting from the inherent risks of domesticated animal activities, pursuant to Iowa Code Chapter, 673. You are assuming inherent risks of participation in this domesticated animal activity. A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that result in damages to property or an injury

## **NOTICE OF IOWA'S DOMESTICATED ANIMAL LIABILITY LAW – cont'd**

or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may act unpredictably to conditions, including, but not limited to, a sudden movement; loud noise; an unfamiliar environment; or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care. Take adequate precaution, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

8. **INSURANCE:** Client acknowledges that Agent carries no insurance of any type whatsoever with respect to said horse(s). The Client further acknowledges that if it desires to be protected against insurable risks, it must obtain such coverage at its sole expense.
9. **VETERINARIAN SERVICES:** Agent shall have the right to have a qualified veterinarian perform such services, at Client's expense, as the Agent and veterinarian may consider necessary for the proper care and treatment of said horse(s).
10. **FARRIER SERVICES:** Agent shall have the right to have several qualified farriers perform such services, as Client's expense. Several farriers will be selected as per agreed on an individual basis between Agent and Client. Farriers will be selected for said horse(s) on their areas of expertise. Client may be billed directly by farrier or through the Strand's Arabian Stables.
11. **PAYMENT OF SHOW FEES:** The Show Schedule and accompanying fees are published in February of each year. The show flat rate and hauling charges for all shows are due prior to departure to the show. Due dates for show payments are published and provided to clients in a payment coupon booklet. Class A and Regional class entry fees and box stall charges are billed after the show due to frequent show schedule changes. Class entry fees and box stall charges for National shows are billed at time of entry.
12. **TRANSPORTATION:** Agent shall have the right to trailer, or select a third party to trailer, the horse(s) to and from shows, and to board the horse(s) with third parties when traveling to and from shows and while at shows. Neither said third parties, the Agent, or Strand's Arabian Stables shall be liable for any sickness, disease, estray, theft, death, or injury while the horses are being transported or under the care of said third party.
13. **SALES SERVICES:** Agent will be Client's agent for any sale made while the horse(s) are with Strand's Arabian Stables. Agent will be paid a fee by client equal to 15% of the sales price, due and payable upon the execution of the sale.

14. **NO PERSONAL CONTRACT:** As used in this agreement, “Agent” means any or all of the class of persons consisting of Jody J. Strand and his agents, servants, and employees. This agreement is not to be construed as a personal service contract between the Client and Jody J. Strand personally unless otherwise clearly indicated in Section 14 herein.

15. **ADDITIONAL AGREEMENTS:**

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16. **ARBITRATION:** Agent shall have the option to submit to arbitration any controversy or claim arising out of or relation to this agreement or breach of same. The venue of such arbitration shall be Linn County, and said arbitration shall be conducted in accordance with the rules of the American Arbitration Association by an arbitrator selected by Agent and Client. In the event that Agent and Client cannot agree on an arbitrator, each of them shall nominate their own arbitrator, and said arbitrators shall mutually select a third arbitrator. Any judgment upon the award rendered may be entered and enforced in a court having jurisdiction.

17. **LEGAL FORUM:** This Agreement was made in Linn County, Iowa, is to be performed in the State of Iowa, and shall be interpreted and governed by the laws of the State of Iowa. By signing this agreement, the Client agrees, in any action to enforce or construe the terms of this agreement, to the jurisdiction and venue of federal and state courts located in Linn County, Iowa.

18. **WAIVER:** No failure or delay by Agent to exercise any right, power, or privilege provided hereunder or by applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power, or privilege. The remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.

19. **NOTICES:** All notices and communications required hereunder shall be deemed effective if made in writing and either personally delivered or mailed by first-class mail, postage prepaid, to the other party.

20. **AUTHORITY:** The Client hereby represents that it has unrestricted authority to enter into, deliver, and perform this agreement. The Client hereby agrees that if it isn't the owner of the horse(s), it shall provide to Agent, on request, evidence sufficient to Agent of such authority as granted by the owner of the horse(s).

21. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties. No other agreements or promises, express or implied, are included unless specifically so stated in this agreement.

22. **BINDING EFFECT ON SUCCESSORS:** This agreement shall be binding upon the assigns successors, heirs, executor, and administrators of the respective parties.

23. **OBLIGATION:** the undersigned, individually and jointly, hereby guarantees to prompt and faithful performance of all obligations herein.

24. **ASSIGNMENT:** This agreement shall not be assigned.

Date: \_\_\_\_\_ Client: \_\_\_\_\_

Date: \_\_\_\_\_ Agent: \_\_\_\_\_

**FOR SAS PERSONNEL**

RECORD OF ARRIVAL \_\_\_\_\_ HEALTH PAPERS RECEIVED \_\_\_\_\_

REGISTRATION PAPERS \_\_\_\_\_ CHECK RECEIVED \_\_\_\_\_