

**LAST CHANCE ANIMAL RESCUE, INC.
EQUINE TRAINING AGREEMENT**

This Equine Training Agreement (the "Agreement") is made this ____ day of _____, 2018, by and between _____, ("Trainer") and Last Chance Animal Rescue, Inc., a 501(c)(3) charitable organization ("LCAR"), owner of certain rescued horses. "Equine" is described as a horse or pony for purposes of this Agreement. The purpose of this Agreement is to permit temporary transfer of custody from LCAR to Trainer for training of said equines. The parties voluntarily agree to be legally bound by the terms and conditions described below. **THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed:

1. Acceptance of Equines for Training. Trainer has made application and attests his/her ability to train and/or gentle horses and agrees to accept the temporary care, custody, and control of the equines described below on behalf of LCAR. Trainer understands the purpose of the training is to gentle the animals to an acceptable level of safety for its adoption to a permanent owner. In accepting the equines, Trainer also agrees to participate in LCAR's *'Appy Fest Adoption Event*, to be held in October, 2018 to demonstrate the equine's acquired skill level and handling.

2. Description of Equine(s). No more than three (3) equines will be placed with any single Trainer. This Agreement pertains to the equine(s) described below (a photo may be attached to this Agreement):

Name & Number	Gender	Breed	Approx. Age	Approx. Size	Color/Markings

3. Term and Termination.

- a) **Duration:** The term of this Agreement shall begin on the date this contract is made and shall automatically terminate upon conclusion of the *'Appy Fest Adoption Event*, but in any event no later than October 14, 2018.

- b) **Early Termination:** Termination by either party prior to the *'Appy Fest Adoption Event* shall constitute early termination. Either party may terminate this Agreement with seven (7) days written notice to the other party for any reason whatsoever.

LAST CHANCE ANIMAL RESCUE, INC.
EQUINE TRAINING AGREEMENT

4. Compensation, Bonuses, Payment Method. LCAR agrees to compensate Trainer as follows:

- (a) **Stipend:** LCAR shall pay Trainer a stipend of Five Hundred dollars (\$500.00). Payment to be due and payable within seven (7) days of termination of this Agreement. Payment will be pro-rated for a partial training period if early termination is exercised by either party.
- (b) **Feed Vouchers:** LCAR shall endeavor to obtain feed vouchers or coupons to defray the cost of equine(s) feed. Any vouchers obtained will be mailed to Trainer promptly. Trainer warrants that feed vouchers will be used exclusively for the Equine(s) named above.
- (c) **Bonus Fee:** If an Equine named herein is successfully adopted during the term of this Agreement or within thirty (30) days after the *'Appy Fest Adoption Event*, LCAR will pay Trainer an additional \$600 as a bonus fee. A successful adoption is defined as a fully executed Equine Adoption Contract between LCAR and an approved adopter.
- (d) **Contest Prizes:** Trainer's participation in the *'Appy Fest Adoption Event* constitutes eligibility to win cash and/or prizes during the event.
- (e) **Payment Reporting:** Trainer agrees to complete a Form W-9 and all stipends, vouchers and awards/prizes will be reported on a Form 1099.
- (f) **Adoption of Equine by Trainer.** In the event Trainer decides to apply to LCAR for adoption of the equine(s) and is approved, Trainer shall not receive the \$500 Stipend for training. However, the \$500 Stipend would be applied to applicable adoption fees. No Bonus Fee would be paid to Trainer.

5. Additional Expenses. LCAR must approve all costs incurred by Trainer which are directly related to this Agreement, including but not limited to veterinarian and vaccination invoices. Proof of expenses (invoice and receipt) paid by Trainer are required for payment. LCAR will not be responsible for additional expenses exceeding Two Hundred dollars (\$200.00) in total during the term of this Agreement without prior written approval. Any approved additional expenses will be due and payable upon termination of this Agreement. Trainer is responsible for costs associated with deworming and hoof trimming (minimum once) during term of Agreement.

6. Emergency Care. LCAR agrees to notify Trainer of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact LCAR in the event of an emergency. In the event LCAR is otherwise unavailable, LCAR shall provide Trainer with contact information of a party who is authorized to make decisions as LCAR's agent with regard to the health, well-being, and/or medical treatment of the equine(s).

If Trainer is unable to contact LCAR or LCAR's agent within a reasonable and prudent time, Trainer is then authorized to secure emergency veterinary care required for the health and well-being of said equine. Owner hereby authorizes Trainer to contact a veterinarian of Trainer's choosing to attend to and treat said equine. If the emergency care requires surgery (due to colic or injury) or other extraordinary measures to prevent death, Trainer's veterinarian is authorized by LCAR to euthanize said equine to alleviate further pain and suffering. If Trainer decides contrary to LCAR's directive, Trainer shall accept full financial responsibility of the treatment and care provided to the equine, including any transportation, veterinarian and hospital services, diagnostics, necropsy, and disposal services.

LAST CHANCE ANIMAL RESCUE, INC.
EQUINE TRAINING AGREEMENT

7. LCAR's Acknowledgments, Warranties, Rights, and Responsibilities.

- a) LCAR warrants that it is the rightful owner of the equine(s) described above;
- b) Said equine(s) are on a regular de-worming and vaccination schedule and LCAR will provide evidence of health care provided;
- c) LCAR will provide satisfactory proof to Trainer of a negative Coggins test within the past 12 months, along with a copy of same;
- d) LCAR agrees to provide evidence of vaccinations administered within 90 days of the start of this Agreement;
- e) LCAR warrants the equine has been seen by a farrier and its hooves are trimmed;
- f) LCAR retains the right to elect to foster or adopt any equine during its training and Trainer will assist with said transfer of the equine to foster/adopter's facility. Trainer shall be entitled to the full Training stipend defined in section 3(a) without pro-ration in the event a foster/adoption occurs during the term of this Agreement.
- g) LCAR acknowledges that Trainer cannot guarantee the outcome of training, nor the equine's ability to perform at any particular skill level. Further, LCAR acknowledges that Trainer is not responsible for the equine's ability to satisfactorily pass a pre-adoption veterinarian examination.

8. Trainer's Acknowledgments, Warranties, Rights, and Responsibilities

- a) Trainer reserves the right to refuse to accept any equine if same does not appear to be in good health, or is deemed too dangerous or undesirable for Trainer's ability to train.
- b) Trainer shall furnish all labor, provide suitable facilities, and care for the equine(s) per acceptable animal husbandry standards as described herein, except the specific feed shall be determined by LCAR.
- c) If the equine(s) are housed in Maryland at a facility other than Trainer's personal residence, the facility must be licensed with the Maryland Horse Industry Board;
- d) Trainer will provide and perform all services in accordance with generally accepted standards, and will meet or exceed Maryland Minimum Standards of Care for Equine, which are hereby included by reference in this Agreement. Trainer agrees to be subject to Maryland Minimum Standards of Care regardless of the jurisdiction where the equine(s) are housed;
- e) Trainer agrees to maintain a de-worming schedule every 45 days and to provide farrier services for trimming every 4 to 6 weeks, at the Trainer's discretion. Any extraordinary care beyond normal and regular maintenance, including the decision to shoe, requires prior written approval by LCAR unless involving the most immediate emergency treatment;
- f) Trainer agrees to transport the equine(s) from LCAR to the agreed-upon facility where the equines will be housed at Trainer's own expense.
- g) Trainer agrees to return the equine(s) to LCAR upon demand, but no later than October 5, 2018.

LAST CHANCE ANIMAL RESCUE, INC.
EQUINE TRAINING AGREEMENT

- h)** Trainer agrees to participate with the equine(s) in the *'Appy Fest Adoption Event* in October, 2018. LCAR will provide Trainer with specific information and instructions about *'Appy Fest* no later than mid-September, 2018;
- i)** Trainer agrees to house the equines at the location specified in the Trainer Application which is incorporated by reference. Trainer may request a change of location with ten (10) days' written notice to LCAR. Equine(s) may not be moved to a location other than that specified in the Trainer Application or other location previously approved by LCAR in writing without prior written approval from LCAR;
- j)** Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each equine;
- k)** The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof;
- l)** Trainer agrees to provide bi-weekly photographs and time/date-stamped video of each equine(s) progress to LCAR. Each photo and video must be identified with the equines' name(s) and/or ID number(s). Photos and videos will be delivered electronically via e-mail to ***horses@lastchanceanimalrescue.org***;
- m)** Trainer acknowledges that it will take consistent, regular handling and training of said equine to enable it to be safely handled and placed for fostering or adoption. Trainer understands it may take a minimum of an hour a day, at least five (5) days per week, to provide the equine with the training LCAR has indicated in the Trainer Application as acceptable.
- a)** Trainer acknowledges that the behavior of any animal (particularly untrained or feral horses) is contingent to some extent upon the ability of the handler or trainer. Further, Trainer understands and accepts that "inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:
 - the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
 - the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
 - certain hazards such as surface and subsurface objects;
 - collisions with other equines, animals, people and objects (fixed or otherwise);
 - limited availability of emergency medical care; and
 - the potential of a handler or spectator to act in a negligent manner that may contribute to an injury to the handler or others, such as failing to maintain control over the equine or to act within his/her ability.
- n)** Trainer warrants that all statements made in the Trainer Application are true and correct and are incorporated by reference. Any changes to information in the Trainer Application must be timely communicated to LCAR in writing.

9. Lay-ups. If said equine(s) is out of training for more than five (5) days consecutively due to illness or injury, LCAR, at its sole discretion may opt to pro-rate the training stipend defined in Section 3a. LCAR must be notified within three (3) days if any equine is taken out of training for any reason whatsoever.

LAST CHANCE ANIMAL RESCUE, INC.
EQUINE TRAINING AGREEMENT

10. Insurance, Inherent Risks and Assumption of Risk

- b) LCAR shall bear all risk of loss from the death of or any harm to said equine(s) unless such loss is caused by the negligence of Trainer, its agents, contractors, or employees. The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee.
- c) During the time that the equine(s) is/are in the care, custody, and control of Trainer, Trainer shall not be liable for any sickness, disease, astray, theft or injury, which may be suffered by the equine(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said equine(s), except in the event of negligence on the part of Trainer, its agents, contractors and/or employees.
- d) Trainer agrees to maintain liability insurance and to provide LCAR a certificate of insurance naming "Last Chance Animal Rescue, Inc." as an additional insured. In no event shall Trainer be held liable to LCAR for equine death or injury in an amount in excess of One Thousand Dollars (\$1,000.00) per animal.
- e) Trainer understands and assumes the inherent risks, as noted herein, involved in activities involving equines, which risks include, but are not limited to, bodily injury, physical harm and even death to another animal, rider, handler, and spectator from using, riding, handling or being in close proximity to equines which may occur in normal use.

11. Indemnification. LCAR agrees to indemnify Trainer from third party claims, unless otherwise provided by insurance, against all liabilities, claims, demands, or costs for or arising out of Trainer's care, custody, and control of said equine(s), unless such liabilities are caused by the negligence of Trainer, its agents, contractors, or employees.

Trainer agrees to indemnify LCAR from third party claims, unless otherwise provided by insurance, against all liabilities, claims, demands, or costs for or arising out of Trainer's care, custody, and control of said equine(s), unless such liabilities are directly attributable to the negligence of LCAR, its agents, contractors, or employees.

12. Default. Failure of either party to abide by and perform any and all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorneys' fees and court costs related to such breach.

13. Governing Law, Venue, and Jurisdiction. The Agreement shall be governed by and in accordance with the laws of the State of Maryland. The parties agree to personal jurisdiction. All legal disputes and actions must be brought in a court of competent jurisdiction in Charles County, Maryland.

14. Entire Agreement. This document, along with the Trainer Application, constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties

LAST CHANCE ANIMAL RESCUE, INC.
EQUINE TRAINING AGREEMENT

15. Severability. If any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect to the fullest extent permitted by law.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Facsimile and electronic signatures shall be deemed original.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

LAST CHANCE ANIMAL RESCUE:

TRAINER:

Signature

Signature

Printed Name:

Printed Name:

Street Address:

Street Address:

City

City

State and Zip Code

State and Zip Code

Mailing Address if different from above:

Mailing Address if different from above:

Phone: _____

Phone: _____

Alt. Phone: _____

Alt. Phone: _____