

TRAINING CONTRACT:

The following conditions are agreed to by both parties: EquiNetics and the owner/s of the below named horse.

Name of Horse: _____

The signing of this Contract reflects the agreement to the Conditions as set out below. This agreement must be signed and dated by both parties and become effective on delivery of the horse to the property and ceases when the horse leaves the property. The owner must supply all the information requested on this form.

The Conditions begin when the horse is delivered to the property or picked up and transported by EquiNetics.

1. Whilst in the charge of EquiNetics, no responsibility will be accepted by EquiNetics of their agents, for any accident, injury, ill health or misadventure of any kind, resulting in injury to or death of the above animal.
2. If horse transport is arranged through EquiNetics, the Conditions of this Contract begins and ceases when the horse leaves or returns, respectively, to the property of origin. EquiNetics or his agents accept no responsibilities for any accident, injury, ill health or misadventure of any kind, resulting in the injury to or death of the above animal whilst in transport or during loading/unloading of the animal.
3. Owners of horses and their agents enter the property at their own risk and EquiNetics will not accept any responsibility of any misadventure, accident or illness resulting from their visit.
4. If the horse requires veterinary treatment the owner will be contacted, if possible, for discussion and agreement. However if the owner should not be reachable, EquiNetics will have the right to decide veterinary care. The owner of the animal will pay all associated costs. Should the horse need on-going treatment, follow up veterinary visits or additional care, this will be discussed by the two parties and the owner of the animal will pay all associated costs.
5. Should the horse show any signs of infectious or disease or conditions, it must be removed by the owner at the request of EquiNetics, or moved by agreement between parties to an area that presents no risk.
6. We prefer all horses booked in at EquiNetics to be up to date with Hendra vaccinations before arriving. It is your responsibility to Hendra vaccinate your horse before it arrives, we will maintain its booster vaccinations if we are given the due dates in writing. It is not compulsory to do so but if you do not Hendra vaccinate your horse, you fully understand that veterinaries may refuse to visit or treat your horse for any medical condition, this could result in untreated medical conditions and could then result in death of your horse. You understand the consequences if you choose not to Hendra vaccinate your horses for Hendra before they arrive.
7. The horse will be housed on the property in an agreed situation, however may be moved to another paddock or even off the property in emergency situations (bush fire risks etc), without permission of the owner.
8. The owner will be notified of any changes, if available, however the signing of this agreement provides EquiNetics with the right to make decisions regarding the welfare of the named horse.
9. Whilst on the property the horses' worming program and regular farrier work must be continued by EquiNetics and the owner of the animal will pay all costs.
10. The owner of the horse must provide clearly labelled equipment for their horse; rugs, fly masks and anything else the horse needs while in the care of EquiNetics. Rugs and horse equipment left here can be damaged and EquiNetics takes no responsibility for damage to owners' equipment left on the property or in his care.



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11. Once the owner takes collection of the horse and it leaves the property, EquiNetics does not guarantee the finished product. The owner must take responsibility for on-going work and EquiNetics will not be held responsible for any incidents or injury to horse and/or rider.
12. Training fees and agistment/feed & care are payable by the owner. The prices and fees, the payment terms and condition and the payment method appear on this contract.
13. Fees are calculated on a daily basis and invoiced monthly or on a date that is agreed by both parties, and on termination of this agreement. The fees are due and payable within seven (7) days of invoice date. Please reference your name, horses' name or invoice number on all bank transfers.
14. All monies owed must be paid in full before the horse leaves the property. EquiNetics is entitled to retain possession of the owners' horse named in the contract until all fees owed to EquiNetics are paid in full.
15. If the default of payment has continued for six weeks after the due date for payment; EquiNetics may enforce the sale of the horse to cover default of payment. The sale of the horse will be by auction or private contract. For the purpose of exercising the power of the sale the owner of the horse irrevocably appoints EquiNetics as its attorney to sell the horse by public auction or private contract and to do all acts and things incidental to the sale including transportation and preparation of the horse, payment of the sale commission and other expenses, and to receive purchase price for the horse and give a valid receipt and discharge for the sale proceeds of the horse.
16. Upon enforcement of the sale of the horse EquiNetics is entitled to apply the proceeds of the sale; firstly, as payment of all costs and expenses in connection with the sale including transportation costs, veterinary expenses, if needed, auctioneers fees, advertising expenses and payment for EquiNetics' time at \$50 per hour. Secondly, as payment to EquiNetics for all charges, fees and monies due to EquiNetics under the terms of this agreement. Thirdly, as payment to the owner of the horse of the balance of the proceeds of sale.
17. EquiNetics may from time to time change rates and fees charged for his services. EquiNetics will give the customer notice of rate and fee change 14 days before changes apply.

I agree to the terms in this contract and liability of waiver.

..... Date..... / /
Signature of horse owner

..... Date..... / /
Witness