

Equine Training Contract

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 participating 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 results in damages to property or an injury 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 react 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 a 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 precautions, 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.

Owner's Full Name: _____

Owner's Address: _____

City: _____ State/Zip: _____

Owner's Phone Number: _____

Trainer's Phone Number: 319-561-1717

Trainer's Full Name: Kacey Stevenson-Bowman

Property Owner's Full Name: Jennifer Weaver

Location: 2280 190th Ave, Donnellson, IA 52625

Date: _____

Training Agreement

I, _____ ("Owner"), hereby allow Kacey Stevenson-Bowman ("Trainer") of Southside Performance Horses, LLC to work with my equine(s) _____ ("Equine") for ____ month(s), at a cost of \$_____ per month.

Any additional fees will be discussed with Owner before being incurred. Owner must provide Trainer with all required veterinary and health paperwork prior to drop-off.

Accuracy of Information

This training agreement is based on the Owner's description of the equine. Trainer relies on this description to recommend an appropriate training program.

If, upon evaluation, Trainer determines the equine requires a different level of training than originally represented (e.g., restart rather than refresher, or more intensive handling),

Trainer reserves the right to:

- Recommend a revised training plan and associated fees; or
- Return the equine to Owner if appropriate space or time is unavailable.

If Owner declines the revised plan, or if the equine is unsuitable for the program, Trainer may return the equine without refund.

This clause is intended to protect both parties and ensure the safety and well-being of all horses and handlers.

Owner Involvement/*Visits & Private Sessions*

- Owner must provide at least 48 hours' notice before visiting their equine. Unscheduled or unannounced visits are not permitted. Arriving without prior arrangement may result in termination of the agreement without refund.

- Three (3) private sessions are included per month of training. It is the Owner's responsibility to reach out to the Trainer to schedule these sessions. Private sessions are intended to ensure Owner understands the equine's progress and training methods.

Health Requirements

Before unloading, Owner must provide:

- A current negative Coggins test.
- Proof of vaccination within the past twelve (12) months, including: Eastern & Western Encephalitis (EEE/WEE), Tetanus, Influenza, and Equine Herpesvirus.

Equines are strongly recommended to be current on deworming prior to arrival. If deworming comes due during training, Trainer is authorized to administer an appropriate dose. Owner may provide the dewormer, or Trainer may purchase it locally and bill Owner.

Neither Trainer, Property Owner, nor Southside Performance Horses, LLC will be held liable for illness, injury, or death of an equine due to lack of vaccination, deworming, or pre-existing health issues.

Nutrition & Feeding

Southside Performance Horses provides quality hay and grain. All equines in training will receive:

- 24/7 hay provided in Chix slow-feed hay nets,
- Access to heated automatic waterers,
- Appropriate grain provided by Trainer, unless Owner provides specific grain or supplements.

If Owner provides specialty feed or supplements, they must be clearly labeled with written instructions including:

- Exact amount per serving,
- Frequency of feeding,
- Any special notes relevant to care.

Trainer will follow Owner's instructions to the best of their ability, but Southside Performance Horses is not liable for equine health issues arising from Owner-provided feed, feed sensitivities, or dietary changes, except in cases of gross negligence.

Boarding & Daily Care

All equines in training will be housed in:

- 12x12 stalls with drainage-supportive footing, and
- Attached 36-ft private runs, allowing free movement in and out.

Equines will not be turned out with other horses. However, Owner acknowledges that despite reasonable care, horses may still injure themselves (e.g., casting in a stall, fence injuries, slips, colic, or unforeseen accidents).

Trainer agrees to provide daily care consistent with that given to her own equines, including routine feeding, stall/run cleaning, and monitoring.

Media Release

Owner agrees that Southside Performance Horses and/or Trainer may take photos/videos of equine(s) while in training. These may be used at Trainer's discretion for educational or promotional purposes on social media and other platforms.

Owner may opt out by initialing here: _____

Risk of Injury

Owner acknowledges the inherent risks of equine activities, including but not limited to: colic, lameness, illness, accidents, injury from fencing, slipping, falling, biting, kicking, or unpredictable equine behavior.

Trainer, Property Owner, Southside Performance Horses, LLC, and their family members shall not be held liable for any injury, illness, or death of equine(s) except in cases of proven gross negligence.

This protection is supported by the Iowa Domesticated Animal Activity Act (Iowa Code Chapter 673), and Owner acknowledges the visible warning signs posted on the premises.

Payment

- Forms of Payment: Cash, check, PayPal, Venmo, or Zelle.
- Due Dates: Month 1 is due in full at drop-off. For stays exceeding two months, payment is due monthly, ideally on the 1st of the month. A 7-day grace period is allowed.
- Late Fees: A \$50 late fee will be charged if payment is not received within 7 days.
- Failure to Pay: If payment is not received within 12 days (7-day grace period + 5 additional days), training will stop, though the equine will remain on full care.
- Nonpayment: If no payment is made after 90 days, despite multiple communication attempts, Southside Performance Horses, LLC reserves the right to claim ownership of the equine and may keep or sell the equine at its discretion.

Refunds

- If Trainer determines the program is not a good fit for any reason, including but not limited to injury to the horse or injury to the Trainer. Trainer reserves the right to send the horse back home. Training fees will be refunded for unused days, and Trainer will work with Owner to reschedule if desired.
- If Owner terminates training within the first seven (7) days, 50% of the original fee will be refunded.
- No refunds will be issued after seven (7) days.
- Refunds will be processed within seven (7) business days of pickup, minus any additional costs incurred.

Extended Stay

- If Owner cannot pick up equine on the agreed date, a daily boarding rate will apply.
- If communicated in advance and within a few days, Southside Performance Horses is flexible and will not enforce additional charges.
- Lack of communication regarding pickup will result in full daily charges until resolved.

Hauling Release

Owner authorizes Trainer and Southside Performance Horses, LLC to haul equine(s) for veterinary, chiropractic, dental care, or exposure opportunities (shows, trail rides, events).

Owner is responsible for all related expenses, including but not limited to: fuel, overnight stabling, show/class fees, and entrance costs. Trainer will provide notice whenever possible.

Owner releases Trainer, Driver, Property Owner, and Southside Performance Horses, LLC from liability for accidents, injury, or loss during transport, except in cases of gross negligence.

Possible Additional Expenses

All training fees and additional expenses must be paid in full at or before pickup. No equine will be released until the account balance is settled.

Expenses may include, but are not limited to:

- Hauling – Costs based on mileage, destination, and purpose.
- Veterinary services – All veterinary costs are the Owner's responsibility.
- Farrier services – Trim/shoeing billed at farrier's current rate.
- Massage therapy – Billed at provider's current rate.
- Chiropractic care – Billed at provider's current rate.
- Late arrival to appointments:
 - Without prior communication: \$15 per 15 minutes (up to 1 hour).
 - Over 1 hour late: \$60 fee and appointment must be rescheduled.
- Extended stay (unscheduled) – Daily boarding rate applies for equines not picked up on the agreed date.
- Medical or special handling care – Fees vary based on level of care (e.g., medication, wrapping, wound care, stall rest).

Hold Harmless & Indemnification

Owner agrees to hold harmless and indemnify Trainer, Southside Performance Horses, LLC, Property Owner, and their family members, employees, and representatives against any and all claims, damages, costs, or liabilities arising from:

- Injury, illness, or death of the equine(s) while in training, boarding, hauling, or care.
- Damage caused by the equine(s) to persons, property, or other animals.
- Actions of the Owner or their guests while on the premises.

This indemnification extends to legal fees and costs incurred in defending against any such claims.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree that any disputes arising under this contract shall be resolved exclusively in the courts of Lee County, Iowa.

Final Acknowledgment

I, _____ ("Owner"), have read, understand, and agree to the terms, risks, and conditions for sending _____ ("Equine") to Southside Performance Horses, LLC for ____ month(s) of training.

Owner's Signature: _____ Date: _____

Owner's Printed Name: _____

Trainer's Signature: _____ Date: _____

Trainer's Printed Name: _____