



Horse Basics and Beyond

Owner/Coach/Trainer: Tammy Keith McNally
2101 Enns Road Williams Lake, BC V2G 5B7
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Email: tammy@horsebasicsandbeyond.com
Website: www.horsebasicsandbeyond.com

Training Agreement and Release Form

- 1. Board, and General care:** Horse Basics and Beyond agrees to provide board and general care for animals covered in this agreement. Shoeing, vet care, administration of dewormer or shots are not part of general care and the owner is responsible for all costs. The horse(s) listed on this agreement will arrive at Horse Basics and Beyond's premises with a recent shoeing. If the horse(s) will be in training for more than a two-month period the Owner agrees to pay Horse Basics and Beyond before training starts for the necessary shoeing required during this prolonged stay. The owner agrees to pay Horse Basics and Beyond for training and any other necessities before training starts. The horse(s) listed on this agreement will arrive at Horse Basic and Beyond's already dewormed and will have the following vaccinations (and booster shots if required) given prior to their arrival. The vaccinations include the following; flu, rhino, tetanus, eastern and western encephalomyelitis. A Coggins (Equine Infectious Anemia) certificate or Strangles vaccination may be requested if the horse(s) listed are coming from a high-risk area. The horse(s) will arrive with no previous health issues including but not limited to poor body condition or lameness. Horse Basics and Beyond reserves the right to refuse any horse(s) that arrive in poor health, poor body condition, lameness or that have not followed the above-mentioned conditions. The horse(s) will be returned immediately to the owner at the owner's expense. The full training fee of \$850 is non-refundable in these circumstances. Tammy Keith McNally will not always be at board location at all times but will have coverage by an appointed person when away for more than a day. *The owners agree that they have made themselves aware of the facilities and general care given by Horse Basics and Beyond and they approve of the same.*
- 2. Training: Theses are guidelines only, as every horse is different and each horse progresses at their own individual rate.** Horse training is on a monthly basis for horses that are broke and just need a refresher or conditioning. During the each month your horse will receive groundwork and riding according to the level of training required for each individual horse. Your horse will be refreshed on how to stop, move forward, move to the left or right and back up. They will also learn ground manners, which include standing while tied, being brushed, tacked and untacked. I also recommend asking questions if you have any once your horse has returned home. Your horse will continue to progress if you ride them at home on a regular basis. Tammy Keith McNally agrees to provide humane training methods.
- 3. Hauling Horses:** Clients who have their horse(s) hauled by Horse Basics and Beyond are aware of the risks involved with hauling and have made themselves aware of Horse Basics and Beyond's hauling vehicle and trailer. The undersigned agrees hold harmless and release Horse Basics and Beyond of any liability or responsibility for accident, damage, injury, illness and/or loss of horse(s) stated below.

- 4. Emergency Care:** If the following horse(s) show any signs of illness or lameness during training, transportation, coaching, private riding lessons or boarding; Horse Basics and Beyond agrees to attempt to contact the Owner immediately. If unable to contact the owner within a reasonable time, veterinary care will be arranged (if deemed necessary by Horse Basics and Beyond or appointed coverage person) and charges incurred will be the responsibility of the Owner. The owner agrees to provide Tammy Keith McNally and her local veterinarian with their contact information and their horse(s) information and payment arrangement in case of an emergency.
- 5. Risk of Loss:** During the time that the horse(s) is/are in the care of Horse Basics and Beyond, Tammy Keith McNally or appointed coverage person shall not be liable for any sickness, disease, theft, death or any type of injury which may be suffered by the horse during training, transportation, coaching, private riding lessons or board. This includes, but is not limited to; any personal injury or disability the horse may receive while under the care, training, transportation, coaching (private riding lessons) or board by Tammy Keith McNally. The Owner fully understands and hereby acknowledges that Horse Basics and Beyond is insured with Capri Insurance for training, transportation, coaching, private riding lessons, boarding, public liability and equine mortality and all risks relating to training, transportation, coaching, private riding lessons or board of the horse(s), are to be borne by the owner.
- 6. Release and Hold Harmless Agreement:** The undersigned acknowledges and accepts the unavoidable risks inherent in all horse related activities, including but not limited to bodily injury, hauling of horses and physical harm to Horse, Rider and Spectator, and/or damage to associated personal belongings, including vehicles. The undersigned agrees to **HOLD HARMLESS AND INDEMNIFY** Horse Basics and Beyond and the business owner Tammy Keith McNally and anyone associated or employed with this business located at 2101 Enns Road Williams Lake BC V2G 5B7, and further release them from any liability or responsibility for accident, damage, injury, illness and/or loss whatsoever to the undersigned or to any family member and/or invitee, of any kind whatsoever, accompanying the undersigned on the premises identified above or anywhere that Horse Basics and Beyond and Tammy Keith McNally conduct business.
- 7. Fees and payment terms:** There will be a non-refundable \$425 booking fee for each month that a horse is registered for training. The remainder of the \$850 training fee is to be paid before training of the horse(s) starts. If the horse(s) is unavailable for training due to an illness or is lame, documentation from a veterinarian will be required for a full refund of the \$425 booking fee. In order to cancel any training that is paid in full previous to the start of training, one month's notice will be required in order to receive half of the \$850 training fee. The training rate is to be paid before the start of training and board. **The Owner agrees to timely make payment of the standard training rate in advance without notice from Tammy Keith McNally.** The standard training rate are set forth above and is subject to change by Tammy Keith McNally on 30 days written notice to the Owner, unless a fixed training rate is agreed upon and secured by full payment for that time in advance. Payment can be made by cash or cheque. A penalty charge of \$35 will be applied to NSF cheques.

8. Right of Lien: The Owner is put on notice that Tammy Keith McNally has invoked the right of lien under the Livestock Act, as provided for by the laws of British Columbia, Ministry of Agriculture and Lands, for any amount due for training, transportation, coaching, private riding lessons and board of horse(s), and further agrees Tammy Keith McNally shall have the right without the process of law, to attach a lien to your horse(s) after 90 days of non-payment or partial payment and Tammy Keith McNally can then sell horse(s) to recover its loss. If any sale pursuant to this section does not result in a price sufficient to satisfy the Owner's obligation to Tammy Keith McNally, the Owner shall remain liable to Tammy Keith McNally for any remaining balance. If such a sale results in an amount exceeding the amount owed to Tammy Keith McNally by the Owner, any such excess shall be remitted to the Owner. The owner is provided with a copy of the Livestock Act attached to this document.

9. Name, Address and contact information for Owner of horse(s), Please Print in this section:

Owner Name(s): _____

Mailing Address: _____

Contact Numbers: _____

Email: _____

Vet Clinic: _____

10. List of Horses:

Registered/Barn Name(s): _____

Breed/Date(s) of Birth: _____

Sex-mare/gelding: _____

Color/special marks/brands: _____

Signatures:

I/WE, THE UNDERSIGNED, HAVE READ, AND DO UNDERSTAND THE TERMS OF THIS AGREEMENT.

Owner(s): _____ Date: _____

Tammy Keith McNally: _____ Date: _____

Witness: _____ Date: _____

This Act is Current to January 11, 2012

Livestock Lien Act

[RSBC 1996] CHAPTER 272

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Definitions

1 In this Act:

"cattle" includes any horse, mule, ass, swine, sheep or goat, or animal of the bovine species, by whatever technical or familiar name it is known;

"livestock" means cattle.

Lien on cattle

2 Keepers of livery, boarding or sale stables and persons who feed and care for cattle for compensation have a lien on any cattle and any effects left with them by the owner of the cattle for the value or price of food, care, attendance or accommodation furnished for the cattle.

Cattle or effects of debtor may be detained

3 A keeper of a livery, boarding or sale stables and a person who feeds and cares for cattle for compensation may detain in the keeper's custody and possession, before they have been removed out of his or her custody and possession, but not afterwards, any cattle, vehicle, harness, furnishings or other gear, or personal effects of another person who is indebted to him or her for stabling, boarding or caring for the cattle.

Responsibility for detained cattle and effects and power to sell

4 (1) Keepers of livery, boarding or sale stables and persons who feed and care for cattle for compensation must keep in their possession and are responsible for any cattle and effects detained by them for the full period of the detention, unless they are released sooner.

(2) If the owner does not reclaim and release the cattle and effects within 3 months from the start of the period of detention, the person detaining them

(a) may sell them by public auction, and

(b) after retaining payment for stabling, boarding or caring for the cattle and the costs of sale, must pay to the owner of the cattle and effects any balance of the price.

Disposition of balance of proceeds if owner not found

5 (1) If the owner cannot be found, the balance must be paid to a registrar of the Supreme Court within the judicial district in which the sale takes place, to be kept for the owner for one year.

(2) If the owner does not appear or claim the amount by the end of the one year period, the amount must be paid into the consolidated revenue fund.

Copy of lien, detention and sale provisions to be posted in office and stable

6 It is the duty of keepers of livery, boarding or sale stables to have a copy of sections 2, 3 and 4 conspicuously posted up in their offices and in at least 2 other conspicuous places in their stables.

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