

TRAINING AGREEMENT

THIS AGREEMENT is between the person or persons named in item 1 of the schedule (Trainer) and the person or persons named in item 2 of the schedule (Owner).

BACKGROUND The Owner owns the horse named and identified in item 3 of the schedule (Horse). The Trainer has agreed to train the Horse, at the Owner's request, on the terms of this agreement.

THE TRAINER AND THE OWNER AGREE:

1. Training

- 1.1 Subject to clause 1.2, the Trainer will train the Horse and provide the agistment services specified in item 4 of the schedule from the date in item 5 of the schedule for the duration of Horses' stay/training program.
- 1.2 The Trainer has the right to stop training the horse if:
 - (a) the Horse poses an unacceptable risk to the Trainer, to any person handling the Horse, to another horse or to property: or
 - (b) the Trainer believes that any further training of the Horse is unlikely to improve the Horse.

2. Training costs and fees

- 2.1 The Owner must pay the fees and costs specified in item 6 of the schedule, weekly or in advance commencing on the date in item 5 of the schedule.
- 2.2 The Trainer may change the amount of the fee, if the Trainer gives 14 days prior notice to the Owner.
- 2.3 The Owner must pay interest on all money or liabilities owing under this agreement at the rate of 11% per annum.

3. The Owner's promises and obligations

- 3.1 The Owner promises the Trainer:
 - (a) that the Horse:
 - (i) has no vices except for those disclosed in item 7 of the schedule;
 - (ii) has no pre-existing injury except as disclosed in item 8 of the schedule;
 - (iii) has no disease and has not shown any signs of disease within the 30 days preceding this agreement;
 - (iv) must produce proof of tetanus and strangles vaccination to the Trainer promptly on request;
 - (b) no other person has any right or claim to the Horse.
- 3.2 The Owner must pay on request, all fees, costs, charges and expenses incurred by the Trainer, or for which the Trainer may become liable, relating to any examination or treatment of the Horse arranged by the Trainer in the circumstances set out in clause 4.

4. Trainer can engage a vet

- 4.1** The Trainer may arrange any necessary examination and treatment of the Horse by a veterinarian or equine professional:
- (a) once the Owner has been notified of any injury or illness
 - (b) if the Owner has not arranged for a veterinarian or equine professional to attend to examine the Horse, within 24 hours after the Trainer gives notice to the Owner that the Horse is apparently suffering any illness, injury or disease; or
 - (b) in the case of an emergency concerning the welfare of the Horse.

5. Loss of agistment right

5.1 If the Owner breaches clause 2.1, 3.1 or 3.2, the Trainer may give notice to the Owner terminating the right to agist the Horse.

5.2 On giving that notice:

- (i) the Owner has no right to enter onto the Trainer's premises (Premises);
- (ii) the Horse is, and is taken to be, trespassing on the Premises;
- (iii) the Trainer has no liability to the Owner under this agreement or at law, as bailee or otherwise, in relation to the Horse and any personal property kept on the Premises belonging to or in the possession of the Owner (Goods); and
- (iv) the Owner must pay the Trainer a charge proportional to the fee in item 6 of the schedule for each week, or portion thereof, the Horse remains on the Premises.

6. Trainer can detain Horse

- 6.1** The Owner grants the Trainer a general lien over the Horse and the Goods, as security for:
- (a) any money owing to the Trainer; and
 - (b) any current liability to indemnify the Trainer or the Trainer's employees, agents or contractors.
- 6.2** The Trainer may detain the Horse or Goods or both as against the Owner and, if the Owner is not the owner, until all such money and liability are completely paid and discharged, or otherwise dealt with to the Trainer's satisfaction.

7. Trainer can sell Horse and Goods

- 7.1** Subject to clause 7.3 the Owner irrevocably authorises the Trainer as agent for the Owner and in the Owner's name or otherwise on the Owner's behalf:
- (a) to sell, dispose of or otherwise deal with the Horse and the Goods; and
 - (b) to do all acts and things and sign, seal, deliver and execute all deeds, transfers or documents, necessary for, or incidental to any sale, disposal of or dealing with the Horse or Goods.
- 7.2** The Horse or Goods or both may be sold together or separately, by private contract, public tender or public auction, to any person on any terms that the Trainer as agent considers appropriate.
- 7.3** The Trainer's authority as agent may only be exercised if:
- (a) the right to agist is terminated; and
 - (b) after 14 days from the date of termination:
 - (i) any money remains owing to the Trainer; or
 - (ii) any current liability to the Trainer remains undischarged.

8. Trainer can impound Horse

- 8.1 After the Owner's right to agist the Horse is terminated, the Trainer may impound the Horse by taking possession of it under the *Impounding of Livestock Act 1994 (Vic)*.
- 8.2 The Trainer must then promptly deliver the Horse to the nearest convenient public pound.
- 8.3 The Trainer must notify the Owner that the Horse is impounded and its whereabouts within 24 hours of impounding the Horse.

9. Indemnity

- 9.1 The Owner indemnifies the Trainer against:
 - (a) any breach of this agreement by the Owner; and
 - (b) costs and expenses of and incidental to exercising any right, power or authority under this agreement or conferred on the Trainer by law.

10. Trainer has limited liability

- 10.1 The Trainer and the Trainer's employees, agents and contractors, whether acting in their own right or as agent of the Owner will not be liable to the Owner, relating to or in any way arising out of:
 - (a) death of, or injury to the Horse;
 - (b) any loss of or damage to the Goods; or
 - (c) the death or personal injury of the Owner, however caused including, without limitation, the negligence of the Trainer or the Trainer's employees, agents or contractors.

11. Notices

Any notice required or permitted to be given by the Trainer under this agreement must be in writing addressed to the Owner and:

- (a) hand delivered to the Owner's address in Item 2 of the schedule, or to any other address directed by the Owner in writing; or
 - (b) sent by prepaid, registered mail to that address.
- 11.2 A notice is taken to be received by the Owner:
 - (a) if hand delivered, on delivery;
 - (b) if sent by prepaid mail, 3 business days after the date of mailing.

12. Two or more Trainers

If the Trainer or the Owner comprises two or more persons, the terms of this or Owners agreement bind all those persons together and each of them individually.

13. Governing law

The laws of Victoria apply to this agreement.

14. Disputes

The parties submit unconditionally to the non-exclusive jurisdiction of the Courts and Tribunals of Victoria in respect of any dispute or claim arising between them.

15. Amendment

No variation, modification or alteration of the terms of this agreement is effective unless signed or initialed by the parties.

16. Prima facie evidence

- 16.1** A certificate signed by the Trainer stating any act, matter or circumstance arising out of or connected with this agreement is prima facie evidence of the accuracy of that act, matter or circumstance.
- 16.2** Unless the contrary is proved, each statement in the certificate must be accepted as conclusive evidence of the truth of such act, matter, circumstance or thing.

17. Media

All media, including photos and video footage of the Horse and/or the Owner taken during training, remains the property of the Trainer and Cadence Horse Training and may be used freely for all purposes including advertising, marketing and social media.

18. General

- 18.1** If any term of this agreement is illegal, void or not enforceable for any reason, the offending part is to be disregarded and does not affect the rest of this agreement.
- 18.2** Wherever in this agreement a right or benefit is conferred on the Trainer and the Trainer's employees, agents or contractors, the Trainer is deemed to be acting as the agent and trustee on behalf of and for the benefit of those persons and those persons are or are deemed to be parties to this agreement accordingly.
- 18.3** The terms of this agreement continue to apply on a calendar weekly basis after the date in item 6 (in the absence of any further written agreement between parties), unless one party gives the other notice either before that date or before the end of any succeeding week, of their intention not to further extend the term of this agreement.

19. Meaning of words

The following words have the meanings given alongside them:

- 18.1** 'equine professional' – veterinarian, farrier, dentist, masseur, specialised horse carrier/transporter, physiotherapist or chiropractor.
- 18.2** 'schedule' – schedule to this agreement.
- 18.3** 'vice' – a bad habit, which so affects the Horse's temperament or health as to make it potentially hazardous to people or other horses.

20. When agreement binds Owner

- 20.1** This agreement binds the Owner when either:
- (a) the Owner signs this agreement; or
 - (b) after a copy of this agreement is given or sent to the Owner or the Owner's agent by whatever means (for example: email, mail or hand delivery), or
 - (c) when the Horse is delivered to the Trainer, whichever event is sooner.

SCHEDULE

Item 1: TRAINER'S DETAILS

Name: Katrina Park
Address: 145 Eight Mile Road, Nar Nar Goon 3813
Contact Phone Number: 0468390675
Email Address: cadencehorsetraining@outlook.com

Item 2: OWNER'S DETAILS

Name: _____
Address: _____
Contact Phone Number: _____
Email: _____

Item 3: HORSE'S DETAILS

Name: _____
Age: _____
Breed: _____
Sex: _____
Colour: _____
Height: _____

Item 4: AGISTMENT AND TRAINING

Agistment Includes: Paddock, grass hay daily (if required), rug changing and feeding up to 2x/day (rugs and additional hard feed to be supplied by the Owner).

Training Program/Requirements (starting, flatwork, re-education etc.) _____

Item 5: AGISTMENT BEGINS ON (arrival date) _____

(PLEASE TURN OVER)

Item 6: FEES

\$451/wk (incl. GST) including training and agistment.

Training for sale incurs a commission of 20% of the sale price upon completion of sale.

Item 7: VICES (rearing, striking, biting, kicking, bolting, bucking etc.) _____

Item 8: INJURIES (past or current) _____

I, (PRINT NAME) _____ (Owner), declare that all history, background and vices have been disclosed to the Trainer, to the best of my knowledge.

Signed by the Owner _____ Date _____

Signed by the Trainer _____ Date _____