

MacCallum Performance Training Contract

This agreement is made this day of 2023.
Between the owner of(horses' name)
and Lynda MacCallum (the trainer) of MacCallum Performance.

Owners' details:

Address
Telephone Email

Horses' details:

Registered name.....
DOB..... Gender.....
Desired goal or outcome for this horses' training program
.....

The parties hereto contract for the following terms and conditions:

FEES:

1. The horse owner agrees to pay the training fees as outlined in the monthly statement. These will be itemised based on a weekly rate of \$400 + gst when in full training (\$450 + gst per week for colts) and will be charged agistment only on other weeks (\$22 + gst per day). Additional fees will include travel, show entries, show fee (\$50 + gst per day to cover extra care and staff requirements at events), 4cyte (\$2 + gst per day), worming, vaccination, shoeing, chiropractic.
2. Payment of fees will be required to be paid within a 7-day term. Failure to pay these fees will result on the horse coming out of training and placed on an agistment rate.
3. All fees, expenses and costs relating to the horse must be paid in full prior to the horse leaving the property unless prior arrangements have been made.
4. Show entries will be the responsibility of the owner. The trainer will communicate show plans for each horse prior to the entries being due to show committees.
5. The horse owner agrees to pay a 5% selling fee on the sale price for any horse prepared by MacCallum Performance for sale.
6. Price increases will be communicated to the client a minimum of 30 days prior to the price increase.

HORSE CARE

7. Horses will be fed hay and Hygain/ Mitavite feed and supplements as deemed suitable at the discretion of the trainer.
8. All horses in cutting training will be placed on a 4-cyte supplement charged at \$2 + gst per day.
9. Variation to feed is only available if agreed in writing by both the owner and trainer.
10. The trainer may request the services of a veterinarian to attend the horse at any time whilst the horse is in their care whether the owner has been contacted. The trainer will make every effort to contact the owner ASAP and communicate at all times.
11. Veterinarian costs are the responsibility of the owner.

12. The horse owner warrants that to the best of their knowledge the horse is in good health and has not been in contact with any infectious disease.
13. Horses are to be shod/trimmed at 5-6 week intervals by trainers farrier of choice, unless otherwise agreed upon prior to the horse entering the training facility. Shoeing costs to be met by the owner.
14. Horses will be wormed at 8 week intervals and billed to the owner.
15. Horses will be housed at the discretion of management. This may include stabling, yarding and/or paddocking with reasonable care and attention. The horse will be supervised, and well-being monitored, with every effort made to maintain the horse in a workable healthy condition.

TRANSPORT

16. Transportation will be charged at a rate of 44c + gst per km for horses in full training, or 22c + gst per km for 3yo attending pre-works.
17. Other outside transportation costs will be met by the owner, with 24 hours' notice given of intention of horse arrival or departure.

LIABILITY

18. Whilst horses are in the custody of the trainer, the trainer shall not be liable for any sickness, disease, theft, injury or death that may be suffered by the horse. The trainer warrants that all necessary precautions will be taken to ensure the well-being of the horse, however horses are left at the property and worked at the horse owner's risk.
19. The owner fully understands that the trainer does not carry any insurance for any horses not owned by the trainer, including public liability, accidental injury, theft or equine mortality insurance; all risks are assumed by the owner.
20. All parties who participate in equine activity of any kind at the trainers' property understand they do so at their own risk.

COMMUNICATION

21. All communication to be with the trainer unless otherwise directed by the trainer to a member of staff.
22. Communication of the horses' progress will be made with the owner at least once per fortnight with video updates monthly.
23. The trainer reserves the option to stop training any horse that is deemed unsuitable to meet the objectives and goals set out by the owner. Horses will not be kept in training unless the trainer believes the horse meets the goals and objectives set out by the owner upon entry to the training program. This will be communicated to the client throughout the training process.
24. The client can remove a horse from training at any time, as long as their account is paid in full upon the horse leaving the training facility.
25. Owners are welcome to observe their horses training within hours of operation. The trainer requires 24hours notice of intention to watch the horse work in order to schedule the horses' work in relation to the owners visit.

Owners Signature Date

Trainers Signature Date