

C.V. Equine Ventures

PHONE 406-889-9875

AGREEMENT

1. **Parties:** This agreement is made this _____ day of _____ 20_____, by and between C.V. Equine Ventures (Hereafter C.V. E.V. and):

_____		_____	
Name (Customer)	Address		
_____	_____	_____	_____
County	City	State	Zip
_____	_____	_____	
Residence Phone	Business Phone	Fax Number or Email	
_____	_____	_____	
Farm or Ranch	Address		

2. **Horse:** This contract pertains to:

_____		_____	_____
Name of Horse	Registration Number	Registry	
SIRE: _____	DAM: _____		
Breed: _____	Color: _____	Age: _____	Sex: _____
Nominations: _____			

3. **Ownership:** Customer: (Mark one)

___ Has full title and registration ___ Leases the horse ___ Manages the horse ___ Has purchased the horse on installment contract with final payment due _____ 20____ and full title and registration held by: _____

Name

Address

4. **Service Program:** Customer hereby contracts with C.V.E.V. for _____ services as defined below as may apply or which may be contained in the service schedule, a copy of which is hereto and made part of hereof as is fully rewritten herein.

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5. **Limit of Liability and Indemnification:** C.V.E.V SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTUARY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE(S) WHILE IN C.V.E.V. CUSTODY, nor for any other loss, damage or injury arising out of or connected to boarding, training, conditioning, or other services pursuant to this contract, except as provided by law. In no event shall customer's remedy exceed the amount of the fee paid for the service complained of. C.V.E.V. shall also not be liable for any personal injury or disability which the customer or his agents to indemnify and hold C.V.E.V. harmless from any claim related to damages, illness, or injury caused by the Horse and agrees to pay all expenses and attorney fees incurred by C.V.E.V. in defending such claims.
6. **Insurance:** An uninsured horse has no value to C.V.E.V. and C.V.E.V. will value a horse based on its insured amount. If the customer chooses not to insure which is identified above, the customer hereby expressly acknowledges and assumes full liability and responsibility for all risks, loss and/or damaged caused to or by the horse, and agrees to indemnify and hold C.V.E.V. harmless from any claim related to and/or damaged caused to or by the horse.

Customers Initials or N/A _____

If the Customer chooses to insure the horse, all claims for loss and/or damages caused to or by the horse shall first presented to customer's insurance carrier, which is: _____

Additional Loss Payee _____

Agent _____ Insured Value _____

Policy Number _____ Expiration Date _____

Customer agrees to timely notify C.V.E.V. in writing of any changes of insurance. Failure to comply with term of these section will be construed as a waiver of insurance and an assumption of full liability and responsibility by customer, as appears above, just as if customer initialed above.

7. **Acceptance:** This contract is not effective until approved and executed by C.V.E.V., which reserves the right to reject any Horse at its sole discretion, and return any unruly Horse at customer's expense.
8. **Vaccinations:** Customer warrants that the Horse is free of all communicable diseases upon delivery to C.V.E.V. On or prior to arrival, the customer shall provide a record of current vaccinations for Rhinopneumonitis, Strangles, Equine Influenza, Tetanus, and Sleeping Sickness, and a negative Coggins test performed within 6 months. If the Horse arrived without records of such vaccinations and test C.V.E.V. will profile the vaccinations at test at the Customer's expense.
9. **Vet Care:** C.V.E.V. is authorized to maintain and provide vaccinations, Coggins test, foot care and other veterinary needs, including emergency surgery at its discretion, at Customer's expense.

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10. Release: Customer agrees that all outstanding balances due for board, conditioning, training, vet care, ferrier work and all other fees, charges, and expenses pursuant to this contract shall be prior to C.V.E.V.'s release of the Horse. Customer further agrees that Customer's Horse or Horses may be held by C.V.E.V. until any balance owed by Customer to C.V.E.V. is paid in full and Customer shall be liable for any charges incurred for the Horse or Horses during this period in addition to any other outstanding balance Customer may have. Customer shall make arrangements with C.V.E.V. for the Horse's release at least 48 hours in advance. Customer is solely responsible for determining whether Horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations, and health certificates for shipment, Customer assumes full responsibility and releases C.V.E.V. from any responsibility for the Horse's health, soundness, condition, transportation and care.
11. Termination: Each of the parties hereto can terminate this agreement in connection with any training or boarding services described herein.

IN WITNESS WHEREOF, the respective have set their hands this _____ day of _____ 20_____

C.V. EQUINE VENTURES

CUSTOMERS SIGNATURE

By: _____
