THIS OLD HORSE, INC.

Trainer & Placement Partner Agreement

Review training deck for partners before signature

Purpose: make sure every partner understands custody, care, marketing, buyer approval, the $1,500 TOH payment, and lifetime protections before signing.

Love is good.

Training Goal

This deck is designed to slow down review and make the key terms unmistakable.

Before signing

The Placement Partner should be able to explain what they may do, what they may not do, who approves the buyer, and when the horse may leave for a permanent home.

After signing

The signed agreement becomes the operating guide for TOH-owned horses placed with the partner for evaluation, training, marketing, and responsible placement.

- Ownership stays with TOH until final approved transfer.
- Trainer controls pricing and may keep their negotiated proceeds.
- TOH approves the permanent buyer and lifetime protection agreement.
- The buyer pays $1,500 directly to TOH before release.

Relationship at a Glance

This is not a traditional adoption to the trainer. It is a training and placement partnership.



Critical point

The Placement Partner does not become an intermediate owner unless TOH later signs a separate written document saying so.

What the Placement Partner Is Authorized to Do

The agreement gives the trainer broad practical authority to prepare a horse for a responsible home.

AUTHORIZED

- Evaluate temperament, soundness, training level, and suitability.
- Provide professional training, rehabilitation, conditioning, and exposure.
- Take appropriate photos, videos, clinics, lessons, shows, and competitions.
- Advertise, market, show the horse, and negotiate financial terms.
- Recommend prospective buyers to TOH for approval.

LIMIT

- All activities must match the horse's age, condition, temperament, training, medical history, and TOH restrictions.
- Marketing and negotiation are authorized; final buyer approval and release remain with TOH.

Practical meaning

The trainer can build value and find the buyer, but TOH protects the horse by approving the permanent placement.

Ownership and Control

The horse remains TOH-owned until the final approved buyer completes the required steps.

1. **TOH retains legal ownership while the horse is with the partner.**
2. **The partner receives temporary custody for training and placement.**
3. **The partner does not gain title by paying for care, training, board, or marketing.**
4. **Final ownership transfers directly from TOH to the approved buyer.**

Say this clearly to buyers

“This horse is owned by This Old Horse. I am an approved Training/Placement Partner. TOH must approve the permanent buyer and complete the final transfer paperwork.”

Horse Placement Addendum

The master agreement governs the relationship; the addendum governs the specific horse.

Use an addendum for each horse

Each addendum identifies the horse, authorized use, known restrictions, care and expense responsibilities, and additional horse-specific terms.

Why it matters

This avoids rewriting the whole agreement and creates a clear record of what was known and agreed to for each individual horse.

- Horse ID and date placed
- Authorized use and purpose of placement
- Permanent restrictions or special conditions
- Board/feed/farrier/vet/dental/transport responsibilities
- Buyer payment terms and release requirements

Standard of Care

The partner agrees to humane, competent, horse-appropriate care.

- ✓ **Clean water**
- ✓ **Forage + nutrition**
- ✓ **Shelter + weather protection**
- ✓ **Safe fencing + turnout**
- ✓ **Veterinary care**
- ✓ **Dental care**
- ✓ **Hoof care**
- ✓ **Prompt illness/injury response**
- ✓ **Medications and special management**
- ✓ **Appropriate exercise + social contact**

Body condition standard

The horse should be maintained at an appropriate body condition considering age, breed, activity, health, medical conditions, and veterinary recommendations.

Training and Use Restrictions

Good training is encouraged. Inappropriate use is prohibited.

Allowed

Humane, professionally accepted training that is appropriate for the individual horse and consistent with TOH restrictions.

Not allowed without TOH approval

Breeding, racing, prohibited activities, invasive elective procedures materially affecting the horse, or use inconsistent with known limitations.

- No excessive workload.
- No inappropriate training.
- No abuse, neglect, or unreasonable stress.
- Permanent restrictions can only be modified by TOH in writing.

Veterinary, Emergency Care and Euthanasia

The agreement balances partner authority with TOH ownership.

Significant concern

Notify TOH promptly

Routine care

Follow addendum responsibilities

Non-emergency treatment

Get TOH approval if TOH pays

Emergency

Get reasonable emergency care if TOH cannot be reached

Euthanasia rule

TOH authorization is required except in a genuine emergency where immediate euthanasia is medically necessary to prevent suffering and TOH cannot reasonably be reached.

Documentation

Significant medical events and emergency decisions should be documented and shared with TOH on request.

Marketing and Pricing

The trainer controls the business terms. TOH controls welfare approval.

Placement Partner controls

Marketing strategy, advertising platforms, photos/videos, asking price, price changes, negotiation strategy, and the amount the partner will accept.

TOH does not control

TOH does not approve the asking price, final negotiated price, trainer proceeds, or ordinary trainer business terms.

Accuracy is mandatory

Marketing must accurately disclose known material information: medical conditions, soundness limits, behavioral concerns, training level, suitable uses, medications, and TOH restrictions.

Buyer Screening and TOH Approval

The trainer may find the buyer. TOH approves the permanent placement.

- The trainer identifies, communicates with, screens, and negotiates with buyers.
- TOH may require an application, references, facility information, photos/video, interview, or facility review.
- TOH approval is based on welfare fit, experience, intended use, home environment, and willingness to accept protections.
- TOH does not approve or disapprove the financial deal between trainer and buyer.

Buyer-facing phrase

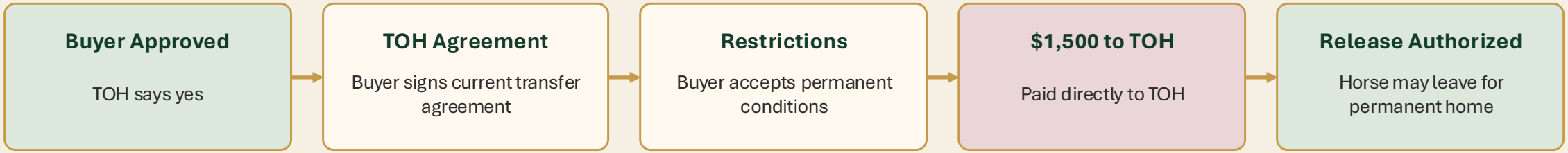
“Final placement is subject to This Old Horse approval and completion of the required TOH transfer agreement.”

Approval is not a warranty

TOH approval does not guarantee the future buyer or placement. It is a welfare review based on the information available.

Required TOH Buyer Agreement

No permanent transfer happens until the new buyer accepts the lifetime protections.



No paperwork after the fact

The horse must not leave for permanent placement until TOH confirms buyer approval, the agreement, the $1,500 payment, and final release authorization.

$1,500 Payment Structure

The buyer's payment to TOH is separate from what the trainer negotiates.

$1,500

paid directly to TOH by the approved buyer

Additional $

negotiated by and paid to the trainer

No TOH %

TOH does not receive a cut of trainer proceeds

Example

If a buyer pays the trainer $7,500, the trainer keeps $7,500. The buyer separately pays $1,500 directly to TOH before TOH completes the transfer.

Completion of Sale and Transfer

These are the gates that must all be closed before release.

1. **TOH approves buyer**
2. **Buyer signs TOH agreement**
3. **Buyer accepts restrictions**
4. **TOH confirms $1,500 payment**
5. **Trainer completes its own buyer payment terms**
6. **TOH authorizes release**

Final transfer path

When complete, TOH transfers ownership directly to the approved buyer. The Placement Partner does not take title as an intermediate owner.

Prohibited Transfers and Transactions

These actions are never authorized under the agreement.

- No sale/transfer without TOH approval
- No slaughter or slaughter pipeline transfer
- No kill buyer or intermediary
- No unauthorized auction or loose-horse sale
- No give-away, trade, abandonment, or unauthorized lease
- No collateral, debt satisfaction, or possession transfer to defeat TOH ownership

Why this is strict

The horse's traceability and safety are the reason for the agreement. Placement flexibility is allowed only inside a controlled chain of protection.

Financial and Care Responsibilities

The addendum clarifies who pays for what while the horse is with the trainer.

Default approach

Unless the Horse Placement Addendum says otherwise, the Placement Partner is responsible for ordinary expenses associated with maintaining and training the horse.

TOH approval for reimbursement

If the partner expects TOH to reimburse a non-emergency expense, the partner should obtain TOH approval first unless already authorized.

- **Board/feed**
- **Routine farrier**
- **Veterinary + dental**
- **Medication/supplements**
- **Transportation**
- **Other horse-specific costs**

Business risk

TOH does not guarantee that the trainer will recover expenses or receive any specific sale amount.

Records, Communication and Transparency

Good records protect the horse, the partner, the buyer, and TOH.

Keep records of

Veterinary treatment, medication, farrier care, dental care, injury, illness, behavioral concerns, training progress, and material welfare or suitability issues.

Communicate about

Horse health, training progress, placement prospects, serious changes, prospective buyers requiring TOH review, and any concerns that affect fit or welfare.

Confidentiality

Personal information about buyers, adopters, donors, volunteers, horse histories, veterinary records, and TOH operations should be used only as needed for the placement.

Registration and Identification

Traceability cannot be altered or obscured.

- TOH retains possession or control of registration certificates and ownership documents unless otherwise agreed.
- The partner may not transfer registration, request duplicates, alter ownership information, or represent themselves as registered owner without TOH authorization.
- Microchips, tattoos, brands, registration information, and other permanent identification may not be removed, altered, obscured, or falsified.
- Any newly implanted microchip or permanent ID must be reported to TOH.

Review question

Can the trainer list themselves as owner on registry paperwork? Answer: No, not without TOH authorization.

Return, Relocation and Immediate Removal

The horse can be moved or returned when the placement no longer fits or welfare requires it.

Return or relocation may be requested when

The horse needs different care; the trainer can no longer continue; the relationship is no longer productive; the placement plan should change; or relocation is in the horse's best interest.

Immediate removal may occur when

TOH reasonably believes there is imminent danger, abuse/neglect, unauthorized sale or transfer, concealment, falsified records, refusal to disclose location, or other material breach.

Cooperation required

The partner must cooperate with safe transfer or lawful recovery when TOH terminates authority or requests return under the agreement.

Knowledge Check

A reviewer should be able to answer these before signing.

1. Who owns the horse while it is with the training partner?

2. Does TOH approve the asking price or final sales price?

3. Who pays the $1,500 to TOH?

4. What must happen before the horse leaves for a permanent home?

5. Can the trainer transfer the horse to a buyer before TOH paperwork is done?

6. What expenses are controlled by the Horse Placement Addendum?

7. What information must marketing materials accurately disclose?

8. What happens if a welfare concern or material breach arises?

Suggested use

Ask the partner to initial this slide or answer these questions in writing before signing the agreement.

Review Checklist Before Signature

Use this as a final page in the review packet.

- [ ] I understand TOH retains ownership until the approved buyer transfer is complete.
- [ ] I understand I control pricing and may keep the proceeds I negotiate with the buyer.
- [ ] I understand TOH must approve the permanent buyer.
- [ ] I understand the buyer must sign TOH's agreement and accept lifetime protections.
- [ ] I understand the buyer pays $1,500 directly to TOH before release.
- [ ] I understand the horse may not leave for permanent placement until TOH authorizes release.
- [ ] I understand the Horse Placement Addendum controls horse-specific care and expense terms.

Next step

After this review, sign the Trainer and Placement Partner Agreement and a Horse Placement Addendum for each horse.

Ready for Review

Please read the full agreement after completing this deck. Ask questions before signing.

Signature confirms understanding of the agreement, not just receipt of the document.