The Cheval Foundation
Program Agreement

Thank you for choosing The Cheval Foundation to help you learn how to ride horses. We are excited to work with you! Please take a moment to give us your information and complete our rider release form and program agreement.

Client information:

Rider's Name:_____Date of Birth:_____
Street Address:_____
City, State, Zip:_____
Home Phone:_____
Cell Phone:_____
Parent/Guardian/Conservator (if applicable):_____

The Client/Rider and The Cheval Foundation agree as follows:

1. **The Services**

A. ACCESS to a weekly session of (1) 30 minute private lesson per week **OR** (1) one hour group riding lesson (a total of 4 per month for the full-time program, or 2 per month for bi-weekly program). A subscription to additional riding time may be added for an additional fee.
B. The Cheval Foundation will provide the lesson horse, saddle, bridle, and all equipment for the horse.
C. The Cheval Foundation will provide riding and horsemanship instruction made up of a leveled, mounted and unmounted curriculum with advancement assessments, rewards, and incentives.
D. Riders will be automatically grouped together with riders of similar ability and level. This is paramount to our barn culture and philosophy of creating a community that encourages camaraderie, friendship and support. We feel this leads to higher quality riding, lessons, and just more fun!
E. Beginner riders will start with a 30 minute private lesson until they are capable of riding in a one hour group lesson.

Initial:_____

2. **Rider Requirements**

A. Rider MUST show up on time.

B. Rider MUST wear proper attire: riding pants, boots, and an ASTM/SEI certified helmet. (Gloves are highly encouraged, but not mandatory.)
C. Rider must be coachable, positive, and have a good attitude!
D. We are trying to build a family-like community full of people like YOU, and after the 4th lesson we generally like to ask for the name of **one** person who you would like us to contact and invite to join the program.

Initial:_____

3. Compensation and Payment for Full Program

A. Client will put a credit or debit card on file with PayPal for our Subscription Payment System. This payment method will be automatically charged $230 tuition (Full Time Program) or $115 (Part time Program) beginning on the first day of enrollment and continuing monthly thereafter.
B. The Cheval Foundation offers a discounted rate for Siblings in the Full Time Program: First rider - $230, subsequent riders - $180 each. Please choose the corresponding choice in the PayPal subscription drop down menu when setting up your payment.
C. For client security, The Cheval Foundation does not keep card numbers on file, they remain with PayPal's encrypted system. As such, if a change in the credit/debit card on file is needed, the client will need to log into their PayPal subscription to do so.
D. If the subscription payment is suspended or canceled, program services will be terminated until payment is up to date.

Initial:_____

4. Scheduling

A. The rider will receive a dedicated reservation day and time each week with an appropriate school horse, and when ready, will be grouped with riders with similar abilities. ***Please note:*** this time may be adjusted from time to time in case conflict arises due to the instructor's work schedule.
B. If the client cannot make their time during a week, The Cheval Foundation will allow a maximum of one makeup lesson per month. Currently, all makeup lessons will take place on **Sundays** **(subject to change)** and require an RSVP with the instructor in advance. A maximum of **one** unused lesson may rollover to the next month. If the lesson credit is not used the following month, it will expire. **Monthly tuition is still due in full when a student misses their lessons.** In the event that the weather prevents riding, unmounted horsemanship lessons may be substituted or a Spring Clinic will be offered for all program participants to make up any "bad weather" lesson time . The best way to get the most value out of the program is to make it a priority and a commitment not to miss your dedicated lesson time(s).

C. The Cheval Foundation uses Calendly for session scheduling. Clients will use this tool to schedule their lessons and will receive confirmations, reminders, cancelation links, etc. via email.
D. An additional riding session may be added to the subscription at a discounted rate. As such, this add-on will NOT include extra make-up sessions, unmounted sessions, or rollover sessions.
E. If the client would like to make a long-term change to their dedicated lesson time, they may do so a maximum of one time per season by calling or texting (408) 837-1914 or emailing cheval.foundation@gmail.com.

Initial:_____

5. Cancellation.

This agreement may be canceled by either party no less than 2 days prior to the Client's next billing cycle. Cancelation of enrollment in the program must be done in writing via email to cheval.foundation@gmail.com. Cancelation of payment may then be made through your PayPal subscription account.

Initial:_____

6. Additional Services

All services outside the scope of this agreement that are requested by the client and which the Foundation agrees to perform will be invoiced at the time of service with the rates below. Please note: some months have 5 Fridays for example- so if a student rides every Friday they will be billed for one extra lesson that month. Below are the rates for additional services outside of this agreement.

Additional a La Cart Riding Lesson: $65
Additional Weekly Mounted Session Subscription (see sections 1A & 4C): $180
Horse Shopping or Evaluation: TBD
Working with Client's Horse: TBD

6a. Horse Shows (if participating)

Client will pay their portion of the horse hauling fee as a non-refundable deposit 2 weeks prior to leaving for a show to hold their spot. If for some reason the client cancels, deposits are non-refundable. The deposit will be invoiced through PayPal or directly from the hauling company. After the final horse-show expenses are tabulated, a final bill will be invoiced.

Horse show internal fees include:

Hauling: $1.50 per mile each way with a $100 minimum charge. (If the same lesson horse is to be shown by multiple riders, this fee will be split between those clients).
Day Fee (Coaching): $75 per day per horse/rider pair is to be paid directly to the instructor.
Travel Expenses: Trainer lodging and $30 per diem trainer food will be split among the clients equally going to the show.

Clients must make their own payments directly to the horse show office for all fees due to the Horse Show. It is the client's responsibility to check-in upon arrival at the horse show office to set up payment and pick up the rider's number. This is not the responsibility of The Cheval Foundation's trainer, staff, or volunteers. The client must leave an open check or credit card number with the show secretary prior to, or upon arrival at the show.

Horse show fees due to the show office may include, but are not limited to:
Horse Stall, Bedding, Tack Room, Class Fees, Drug Fees, and Show Office Fee
These fees vary by show - see each show's premium for pricing.

Initial:_____

7. No Guarantee

The Cheval Foundation does not warrant or guarantee any specific level of performance or results. The results of your riding program are largely based on the efforts of the student.

8. Communications

Client agrees to communicate all scheduling changes or any other concerns about the program either through the barn telephone at (408) 837-1914 or email cheval.foundation@gmail.com, or directly texting the instructor.

9. Release of Liability

A signed copy of the Liability Release Form must be on file prior to the first mounted or unmounted session.

10. Photography/Video Release

By initialing this section and signing the below, I am giving The Cheval Foundation my permission to use my or my child's photograph publicly to promote the foundation and it's programs. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Initial:_____

By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.

Client (Parent/Guardian if minor rider)	**The Cheval Foundation**
Name: _____	**Name: _____**
Signature: _____	**Signature: _____**
Date: _____	**Date: _____**

*Note: Pricing and policies to this agreement are subject to change without notice. Effective on March 1, 2024.