

HUNTERS COURT FARM, LLC

BOARDING AGREEMENT

Witness this Agreement _____ day of _____, 20____, by and between: **Hunters Court Farm, LLC** hereinafter referred to as “Stable” and the individual or individuals undersigned, herein referred to as owner.

1. FEES, TERMS, AND LOCATION

Board shall be \$1000 payable on the 15th of each month for the following month’s board. Board not paid by the 25th shall incur a \$25.00 fee.

Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in advance. Owner agrees to pay Stable 10 days prior to delivery of Horse, and on or before the 15th day of each previous month that this Agreement is in effect, the amounts listed on the attached rate sheet, or the latest revision thereof, as and for, the cost of boarding, feeding, and maintaining the stall or corral in which the horse is located, plus any additional services, including veterinary, medical and/or farrier expenses. Any payment received later than the 25th of each month shall be subject to a late penalty fee of \$25.00.

A minimum lesson fee is also required as a term of this contract. Each horse stabled on the premises is required to use a minimum of \$350.00 of services from the stable each month. This fee \$350.00 is payable on the 1st of each month.

Stable reserves the right to notify Owner if the horse, in the Stable’s opinion, is deemed to be dangerous or undesirable for Stable’s establishment. In such case, Owner shall be solely responsible for removing the horse’s presence within one month upon receipt of said notice and for payment of all fees incurred during the horse’s presence upon premises. This contract shall be deemed terminated and concluded upon payment of all fees.

The boarding fee is due upon the 15TH day of each previous month. In event said payment is overdue by thirty (30) days from the 15TH day of the month, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for the amounts due, and shall be in accordance with the laws of the State of Ohio.

2. DESCRIPTION OF HORSE(S) TO BE BOARDED

Owner agrees to submit a fully complete Owner information sheet for each horse boarded upon execution of this Agreement. The terms and conditions set forth herein shall be applicable to each and every animal.

3. FEED, FACILITIES, AND SERVICES

Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animal(s). Owner acknowledges

Owner has inspected the facilities and finds them in safe and proper order. Owner agrees to provide special instructions concerning feeding, supplements, handling, and turn-out prior to delivery of horse. The standard services to be provided herein and the changes therefore are as stated in the rate schedule and are subject to change at the Stable's discretion.

4. RISK OF LOSS AND STANDARD CARE

Owner agrees that while horse(s) is/are boarded at Stable, Hunters Court Farm, its agents, officers, directors, shareholders, partners, employees and independent contractors and successors and assigns, are not liable for any death, sickness and/or accident, theft or injury suffered by the horse(s) or the horse owner or any other cause of action including consequential damages, arising from or connecting to the boarding of said horse(s). In addition, the owner agrees to hold Hunters Court Farm, its agents, officers, directors, shareholders, partners, employees and independent contractors, successors and assigns, completely harmless and not liable for any injury whatsoever caused to owner or owners Horse(s) and/or loss or damage to owners personal property (including but not limited to fire, theft of tack and/or horse related accessories). All risks are assumed by owner. All costs, no matter how catastrophic connected with boarding and emergency medical care to horse(s) or owner are borne by owner.

It is the owner's responsibility to carry full and complete insurance coverage on owner, owner's horse(s) and owner's personal property. Owner agrees to abide by all of the Stable's safety rules and regulations and to wear protective safety equipment including but not limited to an ASTM/SEI approved riding helmet while mounted or working horse(s) from the ground.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

5. HOLD HARMLESS

Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable

6. EMERGENCY CARE

Stable agrees to attempt to contact Owner should stable feel that medical treatment is needed for said horse(s), but if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, and blacksmith care as designated by owner for the health and well being of said horse(s). If designated services are unavailable, Stable shall engage competent emergency aid as needed. All costs of such care required for the health and well-being of said horse(s) shall be paid by Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SUPPORTIVE CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNTIL OWNER IS NOTIFIED AND UNLESS

STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all changes address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well being, and/or medical treatment of the horse(s).

7. SHOEING, WORMING AND MEDICAL

Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. THE HORSE(S) MUST BE CURRENT ON ALL INOCULATION AND WORMING AT THE TIME IT IS DELIVERED TO STABLE AS EVIDENCED BY A CURRENT VETERINARY CERTIFICATE.

8. CHANGES OR TERMINATION OF THIS AGREEMENT

Either party may terminate this agreement. If horse(s) die(s) or is sold or upon thirty (30) days written notice, Owner may terminate this contract. In such case, Stable shall be paid for all fees incurred up to and including termination date. After all fees have been paid in full, this contract is concluded and considered null and void. In the event of a default by owner, stable has the right to recover attorney's fees and court costs, resulting from this failure to meet a material term of this agreement. This contract is non-assignable and non-transferable. Stable does not have to provide a thirty (30) days notice to owner and has the authority to terminate this contract at any time.

9. RULES AND REGULATIONS

The Owner agrees to abide by all the rules and regulations posted or otherwise of the Stable and acknowledges receipt of same.

In the event someone other than the Owner shall care for the horse(s), such person shall have written authority signed by Owner to obtain said horse(s).

10. RIGHT OF LIEN

The boarding fee is due upon the 15TH day of each previous month. In event said payment is overdue by thirty (30) days from the 15TH day of the month, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for the amounts due, and shall be in accordance with the laws of the State of Ohio.

11. PROPERTY STORAGE ON STABLE'S PREMISES

Stable shall not be responsible for theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics.

Trailer storage can be arranged at \$25/month.

12. ENTIRE AGREEMENT

This Contract represents to entire agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Ohio, and shall be enforced and interpreted in accordance with the Laws of the State of Ohio.

13. ENFORCEABILITY OF CONTRACT AND SEVERABILITY

In the event on or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT) _____

DATE _____

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR)

DATE _____

Address _____

City _____ State ____ Zip _____

Telephone (H) _____ (Work) _____ (Cell) _____

HUNTERS COURT FARM (Stable)

By _____ Date _____