

EXECUTIVE FARMS LLC
5531 Atlas Road
Grand Blanc, MI 48439

BOARDING AGREEMENT

WITNESS THIS AGREEMENT on _____, by and between:

Jodi Hall, hereinafter referred to as "Stable" and

_____, hereinafter referred to as "Owner".

1. **FEES, TERMS, AND LOCATIONS.** Owner acknowledges and accepts the terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates are daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated at rates applicable at the time of the return. Stable reserves the right to notify Owner, within thirty (30) days of the horse's arrival if the horse, in 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 within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Agreement shall be deemed terminated and concluded upon the payment of all fees.

This Agreement is a month to month term. Rent is due in advance or on the 1st of day of each and every month at the rental rate of \$ _____ per month, beginning on _____ made payable to _____ and mailed or personally delivered to Executive Farms LLC, 5531 Atlas Road, Grand Blanc, MI 48439. Rent will be considered late if not received by 5:00 pm on the 5th day of each month. A late fee of 10% on the unpaid portion of rent will be applied and deemed as additional rent. In the event the payment is not received by the 10th, Stable shall be entitled to exert a lien against the horse(s) and equipment/personal property upon the premises as described below, for any amounts due, and shall be entitled to enforce the lien and foreclose its interest against the horse(s) and/or equipment/personal property for the amount due in accordance with the laws of the State of Michigan. Owner understands that on the 10th day, Stable has the right to lock and secure horse(s) stall(s) and Owner's equipment/personal property until the payment is received.

Prior to boarding at the Stable, Owner shall pay Stable a security deposit in the amount of one full month's board or \$ _____. The security deposit shall not be used to pay any month's rent; except, Stable may withhold from the security deposit such amounts that are reasonable necessary to remedy any of Owner's defaults, including, but not limited to: Past due rent; to repair damage to the stall or facility, either by Owner or the Owner's horse(s), except damage from ordinary wear and tear.

Any checks returned due to insufficient funds will be subject to a \$40.00 fee.

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2. **DESCRIPTION OF HORSE(S) TO BE BOARDED.** Owner agrees to submit a fully completed 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 boarded by Owner.

*. **HORSES WITH VICIES:** A horses that is a known cribber or is later found to be cribbing, will be required to wear a cribbing collar and/or have hotwire placed on its stall.

A horse that is a tail chewer will be required to have hotwire placed on its stall.

A horse that is overly aggressive will be required to have hotwire placed on its stall.

If the Owner refuses to follow above requirements within five days of notification by Stable, the Stable has the right to purchase and install materials required, and Owner will then be charged a reasonable fee for costs of supplies and time of labor for installation.

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 animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided and the charges are as posted in the office of Stable and are subject to change at Stable's discretion.

4. **RISK OF LOSS AND STANRD OF CARE.** DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF THE HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES, WHICH INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE OWNER OR OWNER'S GUEST(S) MAY RECEIVE ON STABLE'S PREMISES.

The Owner fully understands that Stable does not carry any insurance on any horse not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND (\$5,000.00) DOLLARS PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMAL VALUED IN EXCESS OF FIVE THOUSAND (\$5,000.00) DOLLARS, AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND (\$5,000.00) DOLLARS. OWNER AGREES TO DISCLOSE THE ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS, AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

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5. **HOLD HARMLESS.** Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by Owner's 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 the horse(s), but if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary and blacksmith care required for the health and well-being of the horse(s). All costs of such care incurred by Stable shall be paid by Owner within fifteen (15) days from the date Owner receives notice of the costs incurred or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

****STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED OTHERWISE HEREIN BY OWNER OR ON OWNER'S INFORMATION SHEETS, THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATE(S) OR OWNER DOES NOT WISH FOR SURGERY TO BE PERFORMED ON THE HORSE(S).**

Owner agrees to notify Stable of any and all changes in address, emergency telephone numbers, itineraries, or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs the area or is otherwise unavailable, prior to departure, Owner shall notify Stable as to the name and contact information for a party 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. **LIMITATION OF ACTIONS.** Any action or claim brought by Owner against Stable for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs or shall be forever barred.

8. **SHOEING AND WORMING.** Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event this is not accomplished and/or proof presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for the treatment, but not obligated to do so. The expenses shall be the obligation of Owner, and all expenses of such care incurred by Stable shall be paid by Owner within fifteen (15) days from the date Owner receives notice of the expenses incurred. Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

9. **OWNERSHIP, HEALTH OF HORSE(S), AND COGGINS TEST.** Stable has the right to refuse service to or use any horse, or allow any horse on the premises that does not appear to Stable to be in good health, or is deemed by Stable to be dangerous or undesirable.

Owner warrants that he/she owns the horse(s) and shall provide proof satisfactory to Stable of a negative Coggins test prior to the horse(s) coming onto the Stable premises and annually thereafter.

Owner further warrants that the horse(s) is/are free from infection, contagious or transmittable diseases. Owner shall assume all costs incurred as a result of infection, contagious or transmittable diseases, and shall not hold Stable liable.

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10. **CHANGES OR TERMINATION OF THIS AGREEMENT.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. **All notices must be issued in writing and given on the first of the month.** An Owner that leaves without written and received notice will be charged a full month's rent that shall be deducted from the security deposit. The posting of updated/changed rate schedules and/or regulations in Stable shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

11. **RULES AND REGULATIONS.** The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain the horse(s).

12. **RIGHT OF LIEN.** The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s)s, and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of the indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercise4s Stable's lien rights as described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representative(s) setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed. Owner understands that to the extent of any law or regulation may provide for rights and or duties other than those set forth in this section, the parties agree to waive such rights and duties and will agree that this section will control.

13. **PROPERTY IN STORAGE ON STABLE'S PREMISES.** Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at Stable as same is stored at the 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.

Vehicles cannot be stored upon the premises and in the event that a vehicle is left unattended, it will be subject to an \$100.00 per day storage cost. However, trailer storage is available at an additional charge to Owner. Trailers must be for the use of horse transportation, must have current registration, and in operable condition.

14.

15. **ENTIRE AGREEMENT.** This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included unless specifically stated in this written Agreement. This contract is made and entered into in the State of Michigan, and shall be enforced and interpreted in accordance with the laws of the State of Michigan.

16. **ENFORCEABILITY OF CONTRACT.** In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions shall be deemed in full force and effect.

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INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned Owner acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to: the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, stepping on, or other behavior that may result in an injury, harm, or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Owner also agrees to have all guests sign a Release of Liability Form located at Stable.

Signature of Owner (or Authorized Agent): _____

Signature of Owner's Parent or Guardian (if Owner is a minor): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: Home _____ Cell _____

Rider, if different than Owner, acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Stable's current rules and regulations, which an updated version shall be posted. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Stable.

Stable Owner or Authorized Agent: _____

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