

South Haven Farm

South Haven Farm Training/Boarding Agreement

This Training/Boarding Agreement (the "Agreement") is being entered into by South Haven Farm, LLC ("Stable") and _____ ("Boarder").

1. Effective Date

This agreement becomes effective the earlier of the first day the Boarder's horse is delivered to the property or the date this agreement is signed by the Boarder.

2. Identification of Horse

Boarder's horse to be kept by Stable:

Registered name _____

USEF# _____ Barn name

_____ Breed

_____ Sex

_____ Age

3. Boarder's Contact Information

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Office Phone _____ Email _____

4. Ownership of/Authority over Horse

a. Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this agreement and to house Horse with Stable. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bond by the terms of this agreement, and liable for all sums hereunder.

b. Identification of Owner of Record if Different Than Boarder

If Boarder is not owner of record of Horse, the owner of record is:

Name_____

Street Address_____

City_____ State_____ Zip code_____

Cell phone_____ Office phone_____

USEF#_____ E-mail_____

5. Boarding/Training Fees

Boarder agrees to pay for training, Board and such other charges incurred according to the schedule of fees (See South Haven Farm Rate Sheet). Training, Board and any other fees incurred will be billed monthly or as Stable generates invoices with consideration to show and training schedules. Bills are due upon receipt. * Any horses with outstanding invoices will not be allowed to go to The Horse Shows.

* Boarder needs to give 30 day notice if they decide to leave the facility. If they do not give 30 days notice they will be charged for 30 days. Boarders leaving the facility have 30 days after departure to remove all belongings (including, but not limited to saddles, trunks, bridles,etc) from the facility, after the 30 days any remaining equipment becomes the responsibility and property of South Haven Farm.

6. Horses Behavior

Boarder states that the horse exhibits the following behavioral traits;

7. Mortality and Major Medical Insured?

Please initial below

No_____ (By initialing "No" you have declined to obtain Mortality and Major Medical insurance on said horse.)

Yes_____ Company_____

Policy Number_____ Insurance
contact numbers_____

8. Veterinary Care

a. Boarder agrees and understands that it is Boarder's financial responsibility to provide Horse with

proper veterinary care and veterinary services.

Boarder understands that if Boarder's horse appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable authority and permission to call the first available veterinarian or administer such care as Stable in its sole discretion determines is appropriate. Boarder will be responsible for all veterinarian charges incurred.

b. Boarder also authorizes Stable to keep Horse current on all customary deworming and vaccinations, including but not limited to West Nile, 3 Way, and any all other deworming and vaccinations as may be prevailing or customary in Stable's discretion, for which care Boarder shall be financially responsible.

9. Horse Shows

Boarder must let Trainer know one week before entry due date of their intent to attend the horse show. Boarder must give Trainer one week notice from the day the horses are shipping out to cancel their horse from going to a horse show. If Boarder does not give notice, Boarder will be charged their split of Trainer expense, per diem, stall splits from the horse show and day care.

** Any horses with outstanding invoices with South Haven Farm or the Vet clinic will not be able to sign up for horse shows.**

10. Prohibited Activities

Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner.

11. Safety and Release from Liability

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF NEGLIGENCE OF STABLE.

ATTACHED HERETO AS EXHIBIT B IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. ADDITIONALLY, YOU AGREE TO THE FOLLOWING:

a. Horses are Inherently Dangerous

I also understand that engaging in equine activities is an inherently-dangerous activity, and that by so doing, I expose myself to dangers both known and unknown. Horses are large,

unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horse it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities. Initial:

b. I am Responsible for my own Conduct and That of my Horse

I understand that I will handle my horse, and will conduct myself, at my own risk while I am on Stable's property. Initial: _____

12. Stable's Remedies

If Boarder breaches this agreement, If Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse, if boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges incurred.

Stable's remedies for non-payment, include without limitation of remedies provided by law, shall include a lien on the Horse and all tack and equipment possessed by Boarder on Stable property.

13. Amendments and Modifications

The parties may amend this agreement only by a written agreement executed by all parties.

14. Notice

Boarder must give a 30 Day notice to Stable, if Boarder does not they will be charged for those 30 Days.

All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery: 1416 West Jeter Road, Bartonville, TX, 76226

15. Assignment or transfer

No party may assign or transfer this Agreement without the prior written consent of the other parties.

16. Entire Agreement

This Agreement and its attachments contain the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

17. Comprehension

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney by an attorney of their choosing, that they have read this

entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

18. Governing Law and Venue

This Agreement shall be governed by the laws of Texas. Venue for resolution of disputes shall be proper in Denton County.

Boarder

Name (please print) _____

Signature _____

Parent if Boarder is a Minor:

Name (please print) _____

Signature _____

Stable:

Name (please print) _____

Signature _____