

South Haven Farm Training and Boarding Agreement

This Training and Boarding Agreement (the "Agreement") is entered into between South Haven Farm L.L.C. ("SHF") and _____ ("Boarder").

1. **Effective Date.** The effective date of this Agreement is the earlier of the date this Agreement is signed by Boarder, or the day Boarder's horse is delivered to SHF, whichever is earlier.
2. **Identification of Horse.** The horse to be boarded under this Agreement is described as follows (the "Horse"):

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.** Boarder represents and warrants that either (1) Boarder is the Horse's owner of record, or that (2) Boarder has written authorization from the Horse's owner to board the Horse with SHF. Boarder understands that Boarder is bound by the terms of this Agreement and liable for all sums incurred under this Agreement whether Boarder is the Horse's owner of record or not.

5. **Identification of Owner of Record if Different Than Boarder**

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

Name _____
Street Address _____
City _____ State _____ Zip code _____
Cell phone _____ Office phone _____
USEF# _____ E-mail _____

6. Boarding/Training Fees. Boarder agrees to pay for training, board and all such other charges incurred in accordance with SHF's current or future Pricing Sheet and Financial Policy. A copy of SHF's current Pricing Sheet and Financial Policy is attached to this Agreement as Exhibit A and constitutes part of this Agreement. Boarder understands that SHF's pricing may change without notice, and that Boarder will still be responsible for paying SHF's charges.

7. Invoicing. SHF will issues invoices monthly or as it may be otherwise convenient based on show and training schedules. Bills are due and payable upon receipt. SHF's other financial policies are attached to this Agreement as Exhibit A in SHF's Pricing Sheet and Financial Policy.

8. Horse's Behavior. Boarder hereby discloses to SHF that the Horse exhibits the following behavioral traits:

9. Horse's Health. Boarder represents that as of the Effective Date of this Agreement, the Horse is free from all infectious, contagious or transmissible disease; is current on all vaccinations customary in Denton County, Texas; and is current on a deworming regimen. Boarder also represents that as of the Effective date of this Agreement, the Horse is free of any injuries and/or known illnesses except those listed below:

10. Insurance. SHF strongly recommends that Boarder obtain mortality and major medical insurance for the Horse. Does Boarder carry mortality and major medical insurance on the Horse? Please check "yes" or "no" below.

No_____

Yes_____

Company_____

Policy Number_____

Insurance contact numbers_____

11. Authorization to Seek Veterinary Care; Liability Release. Boarder understands and agrees that Boarder is the party ultimately responsible for providing the Horse with proper veterinary care. If Boarder is not present and SHF determines that the Horse appears sick or injured, SHF will attempt to contact Boarder. **If SHF is unsuccessful in contacting Boarder, or if SHF in its sole discretion determines that an emergency exists, Boarder hereby authorizes SHF to contact the first available vet and/or administer such care as SHF in its sole discretion determines is appropriate.** Boarder agrees to pay all vet charges incurred for care provided to Boarder's horse, regardless of whether such care is obtained directly by Boarder or by SHF in accordance with this Paragraph 11.

12. Vaccination and Deworming Authorization. Boarder authorizes SHF to keep the Horse current on all vaccinations and deworming regimens deemed appropriate in SHF's sole discretion. Boarder agrees to pay for all veterinary charges for vaccinations for the Horse, as well as SHF's fees for giving dewormer to the Horse.

13. AS A CONDITION FOR ENTERING INTO THIS AGREEMENT, BOARDER AGREES TO RELEASE AND DISCHARGE AND AGREE TO HOLD HARMLESS SOUTH HAVEN FARM L.L.C., COURTNEY CALCAGNINI, SCOTT LENKART, SHANNON FENNEY, AND THEIR RESPECTIVE AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OFFICERS, MANAGERS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, SUBSIDIARIES AND AFFILIATES, OF AND FROM ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION FOR ANY INJURIES OR DEATH SUSTAINED TO BOARDER'S HORSE OR HORSES AS A RESULT OF SHF'S EXERCISE OF THE AUTHORIZATION PROVIDED UNDER PARAGRAPHS 11, 12 AND 17 OF THIS AGREEMENT.

14. Horse Shows.

a. Notice of Attendance. The deadline for Boarder to sign up Boarder and/or the Horse for a horse show is one week before the entry deadline for the show.

b. Notice of Cancellation. The deadline for Boarder to notify SHF that Boarder is canceling the attendance of Boarder or the Horse at the show is one week from the date the horses are scheduled to ship out. If Boarder cancels after this deadline, Boarder will be charged for their portion of the horse show charges and splits set forth in the attached Exhibit A.

c. Outstanding Invoices. Any customers with outstanding invoices owed to SHF or to a vet will not be permitted to sign up for horse shows.

15. SHF Rules. Boarder agrees to comply with SHF's rules, a copy of which is attached to this Agreement as Exhibit B and constitutes part of this Agreement.

16. LIABILITY RELEASE. AS A CONDITION FOR ENTERING INTO THIS AGREEMENT, BOARDER MUST SIGN THE LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT ATTACHED TO THIS AGREEMENT AS EXHIBIT C, WHICH CONSTITUTES PART OF THIS AGREEMENT. BY SIGNING EXHIBIT C, BOARDER IS GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF THE PARTICIPATION OF BOARDER AND/OR BOARDER'S MINOR CHILD OR LEGAL WARD IN FARM ANIMAL ACTIVITIES, INCLUDING INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF SHF'S NEGLIGENCE. EXHIBIT C IS A LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. BOARDER'S SIGNATURE INDICATES BOARDER UNDERSTANDS EXHIBIT C AND AGREES TO ITS TERMS.

17. Immediate Removal of Horse. SHF has the right to require Boarder to immediately remove the Horse under the following circumstances:

- a. Boarder's breach of this Agreement, including but not limited to failing to pay SHF's invoices when due or failing to follow SHF's rules set forth on the attached Exhibit B;
- b. Boarder's Horse becomes sick, disabled, injured or a danger to itself, other horses, or people; or
- c. SHF ceases to be able to provide services to Boarder and Horse for any reason.

If Boarder fails to immediately remove the Horse after a request from SHF, Boarder hereby authorizes SHF to find alternative boarding for the Horse. Boarder agrees to promptly pay for all alternative boarding charges incurred as a result.

18. SHF's Lien Rights. Boarder hereby gives SHF a contractual lien on the Horse and Boarder's tack and equipment located on SHF's premises to secure the payment of all sums due to SHF under this Agreement. Boarder agrees not to remove the Horse, or any of Boarder's horses, or any of Boarder's tack and equipment, from SHF's premises so long as Boarder is past due in the payment of any invoice owed to SHF. This Paragraph 18 is in addition to, and not in place of, any other legal remedies which SHF may have in the event of Boarder's non-payment.

19. Notice of Termination of Agreement. Boarder agrees to provide SHF with 30 days' notice before permanently removing the Horse from SHF's premises and terminating this Agreement. If Boarder fails to do so, Boarder will incur board charges for the time interval between the date Boarder provides notice to SHF and the 30th date after such notice was given. All such notices must be in writing and delivered to SHF at the following address in a manner which provides proof of delivery:

1416 West Jeter Road, Bartonville, Texas 76226

20. No modification or waiver. This Agreement may not be modified except by a written document executed by both Boarder and SHF. No provision in this Agreement may be deemed waived without a written waiver executed by SHF.

21. Entire Agreement. This Agreement, including all of its exhibits, contains the entire agreement between Boarder and SHF. There are no agreements or understandings between the parties that are not contained within this Agreement.

22. Governing Law. This Agreement and any dispute arising under or relating to this Agreement and/or the relationship of the parties to it shall be governed by and construed in accordance with the laws of the State of Texas, with the exception of any conflict-of-laws rule or principle that might refer the governance or construction of this agreement to the law of another jurisdiction.

23. Forum. All lawsuits or other legal proceedings that arise out of or relate to this Agreement will be litigated exclusively in Denton County, Texas.

24. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

25. Binding effect. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, beneficiaries, legal and personal representatives, guardians, agents, servants, employees, contractors, officers, managers, employees, contractors, successors, assigns, subsidiaries and/or affiliates.

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

27. Acknowledgment. Boarder acknowledges that Boarder has read this Agreement, including attached Exhibits A, B and C; understands the terms of this Agreement; has had the opportunity to obtain independent legal advice by an attorney of Boarder's choosing; and agrees to the terms of this Agreement.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

South Haven Farm L.L.C.

By: Courtney Calcagnini or Scott Lenkart
Managing Member

Boarder

Printed Name: _____

Signature: _____

Parent or Legal Guardian of (name of minor child or legal ward):
