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BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 201_ made by and between **Springstone Equestrian**, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 3251 Eastern Valley Road, Leeds, Alabama 35094 and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this **AGREEMENT**.

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 2010. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

Type of Boarding:

- Pasture Board - \$375/month
- Standard Stall Board - \$625/month
- Half-Training Board - \$875/month
- Full-Training Board - \$975/month

2. DESCRIPTION OF HORSE(S)

Name: _____

Age: _____

Color: _____

Registration/Tattoo _____

Sex: _____

Breed: _____

Number (if applicable): _____

Veterinarian: _____

Ph #: _____

Farrier: _____

Ph #: _____

Insurance Company: _____

Insurance Co. Ph. #: _____

Date of Last Vaccinations: _____

Date of Last Coggins Test: _____

Current Feed & Ration: _____

Special Instructions to STABLE

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Pasture horses will receive an Timothy/Alfalfa combination, twice daily in amounts that appropriately supplement the quantity of fresh grass available.

Additional supplements such as grain, vitamins, etc. can be provided at an additional charge.

4. ROUTINE BLANKETING

Owner may provide blankets for horses and they will be used according to the conditions below. If the STABLE feels that the blankets are in any way unsafe to the horse, the blankets will be removed.

STABLE policy for blanketing is the following:

- Between 40- 50 degrees: Turnout-sheet or stable sheet for newly clipped, or very-short haired horses
- Between 30-40 degrees: Turnout-sheets for long-haired horses, or light to medium weight Turnout-blankets for clipped or short-haired horses.
- Below 30 degrees: Turnout-blankets for any horses and multiple blankets or Heavy-weight blankets for newly clipped horses.

All turnout blankets need to be made of at least a 600 denier outer shell.

5. ROUTINE FARRIER AND VETERINARY CARE

STABLE will provide the necessary routine farrier and veterinary care of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

When owner arranges routine Veterinary or Farrier visits, the STABLE

must be notified at least one week in advance.

The STABLE policy asks that OWNER (S) remove horse's shoes prior to retirement unless medically required to prevent lameness.

Upon arrival of horse to STABLE proof of current tetanus, strangles, EEE, WEE, Rhino, rabies and influenza vaccinations is required. Current annual negative coggins is also required.

All horses will be required to have a fecal egg count test done by the barn veterinarian upon arrival to determine worm susceptibility and appropriate wormer rotation. The horse owner is required to pay \$50 annually for the rotational wormer which will be performed by the barn staff.

Vaccines and coggins test will be administered once/ twice yearly (depending on vet's standard recommendation) by farm unless owner arranges for their own vet to administer. Current vaccination and negative coggins records must be on file with the Stable.

6. RISK OF LOSS

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, *are to be borne by OWNER.*

7. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

9. DEFAULT

Either party may terminate this **AGREEMENT** for failure of the other party to meet any material terms of this **AGREEMENT**, including but not limited to item **9 Stable Rules**. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this **AGREEMENT** shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

10. ASSIGNMENT

This **AGREEMENT** may not be assigned by OWNER without the express written consent of STABLE.

11. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this **AGREEMENT**.

12. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Alabama for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Alabama

Executed at _____ on the
date first set forth above.

By: _____
(Agent of Springstone Equestrian)

By: _____
(Owner's Signature)

Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone : _____

Evening Phone : _____

Springstone Equestrian Release Form

Release of Liability and Hold Harmless Agreement

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT CAREFULLY

I, _____, am aware that riding, jumping, and other equestrian activities are hazardous activities and I am voluntarily participating in these activities and/or instruction with knowledge of the danger involved.

I, _____, consent to allow my child (print child's full name) _____, date of birth _____ to voluntarily participate in equestrian activities at Springstone Equestrian and receive instruction from Heather Jackson.

I agree to indemnify, release and hold the Stable (referred to as Springstone Equestrian, located at 3554 Eastern Valley Road, Leeds, AL 35094), the property owner known as Steve Lee, the barn operator known as Heather Jackson (DBA Springstone Equestrian), their employees, officers, directors, agents, leaders, instructors, contractors or volunteers harmless from and against any and all claims or causes of action for damages to property, or death or personal injury incident to or arising from my use of the stable premises. The terms of this release shall also be binding as to any other person, or members of my family, including any minors who may accompany me.

I agree that I will not sue, or otherwise make any claim against, Heather Jackson or Springstone Equestrian, located at 3554 Eastern Valley Road, Leeds, AL 35094, or its owners, employees, officers, directors, agents, leaders, instructors, contractors or volunteers for injury, loss or damage resulting from the negligence or other acts, however caused by any of above-described agents as a result of my participation in equestrian activities to include training, care, riding and all other equestrian activities.

I agree that I will never prosecute or in any way aid in prosecuting any demand, claim or suit against Springstone Equestrian and property owners Steve Lee and/or Heather Jackson dba Springstone Equestrian.

I understand and agree that I AM ASSUMING THE RISK for all equestrian activities (to include riding, teaching, training and care of horses and riders) performed on the property of Springstone Equestrian.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Springstone Equestrian, property owner Steve Lee, Heather Jackson and their employees, officers, directors, and agents. I sign this agreement of my own free will.

Date: _____

Signature: _____

Address: _____

Phone: _____

Witness: _____

Notice:

“Alabama Equine Law”

“Under Alabama Law, an equine activity sponsor or equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Equine Activities Liability Protection Act”