

Horse Boarding Agreement

This HORSE BOARDING AGREEMENT (the “Agreement”) is entered into between Marquis Farm LLC, a corporation of the State of Missouri hereinafter referred to as “Stable” with its principal place of business located at 502 Stagecoach Run, Union, Missouri 63084 and the undersigned, whose name and address is shown below, hereinafter referred to as “Owner”, each being referred to collectively as the “Parties”.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties hereby agree as follows:

1. AGREEMENT TO BOARD

Stable will board and provide the services identified herein for such horse (the “Horse”) owned by Owner as Owner shall deliver to Stable, subject to the terms of this Agreement. Owner agrees to provide Stable with all information concerning Horse to be boarded using the Horse Information Sheet, attached as Exhibit A and incorporated herein by this reference.

Stable agrees to board the Horse under the terms of the following Board Package:

Standard Monthly Board:	\$ 700.00 / Month
Desired Move-In Date:	_____
Approximate Length of Intended Stay: (if known)	_____

As payment for Stable’s boarding of the Horse, Owner agrees to pay to Stable in the manner set forth below, the respective board fee (“Board Fee”) identified in Exhibit B which is incorporated herein by this reference.

It is the Owner's responsibility to arrange regular veterinary, dental, and farrier care for the Horse. Owner may use health care provider and farrier of Owner's choosing for so long as the health care providers abide by any Stable rules while on Stable premises or place of business.

2. AGREEMENT TO TRAIN AND INSTRUCT

Stable agrees to provide training and instruction to Owner and the herein describe Horse at Stable under the following Training Package:

Please write in the name of the desired Training Package: _____
Enter **NONE** if no Training Package is desired.

If a Training Package has been selected, as payment for Stable's training and instruction, Owner agrees to pay to Stable in the manner set forth below, the respective training package fee ("Training Fee") identified in Exhibit B which has been previously incorporated herein by reference.

If no Training Package is selected, the Owner shall be solely responsible for the exercise and grooming of the Horse. Owner may **NOT** bring or invite any trainer or instructor to work with the Horse or Owner at the Stable's premises or place of business without the prior express permission of Stable. Any training of the Horse other than by Owner, or riding instruction on Horse while on Stable premises or place of business must be arranged through Stable.

3. PAYMENTS OF BOARD FEE AND TRAINING FEE

Except as set forth below, Owner agrees to pay the Board Fee and Training Fee (if any) in advance, on or before the **first** day of each month.

Stable reserves the right to change the Board Fee or Training Fee upon 60 days written notice to Owner.

It is expressly understood by the Owner that additional services not included herein, such as handling for veterinarian or farrier care, breeding and foaling services, lessons, training rides, show coaching, etc. will be billed to Owner monthly per occurrence, at posted Stable rates.

At the commencement of this Agreement, Owner shall pay, prior to move-in, the first month's Board Fee (pro rated daily as required) together with an amount equal to one month's Board Fee for the selected Board Package as a security deposit.

Owner's Initials: _____

The security deposit will be held as security for any damages. In the event Owner chooses to terminate this Agreement and remove Horse, after Stable has received proper notice of Owner's intentions as set forth below, this security deposit may be applied to sums owed for the final month's board, less any damages or other sums owed to Stable by Owner.

If any payment for a Board Fee, Training Fee, or additional service fee is received more than (7) seven calendar days after when due, Owner agrees to payment of an administrative fee of \$20.00 per occurrence plus interest equal to 15% per month from the date due until paid in full. A service charge of \$25.00 shall apply for each insufficient funds check given by Owner to Stable. Owner will be liable for all costs of collection of amounts due under this Agreement including court costs and reasonable attorneys' fees, in addition to any other remedies.

3. RISK OF LOSS

The Owner fully understands that Stable is under no obligation to, nor does it carry any insurance on any horse not owned by it, including such horses which are in possession of Stable for boarding, transportation, or any other purposes, and that all risks connected with boarding, transporting, training, riding, breeding, foaling, or any other reason for which the Horse is in the possession of, or on the premises or place of business of Stable, are to be borne by Owner.

During the time that the Horse is in custody of the Stable, the Stable, its owners, employees, or agents, shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the Horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding, transporting, training, riding, breeding, or foaling, or for any other reason for which the Horse is in possession of, or on the premises or place of business of Stable, **whether or not caused by the ordinary negligence of Stable, its owners, employees, or agents.**

Owner specifically acknowledges that horses interacting in group turnouts, may receive injuries associated with such group turnout, including, but not limited to, kicks, bites, bruises and cuts from natural interactions between such horses.

Please circle one and initial below: I **do** / **do not** want the Horse to be turned out with other horses. I understand that declining group turnout may limit the time for, and availability of, pasture turnout.

Owner's Initials: _____

Owner assumes the risk of loss or damage to the person or property of others caused either by (1) the Horse, whether or not caused by the ordinary negligence of Stable, its owners, employees, or agents, (2) the actions of Owner; and (3) the actions of the Owner's employees, agents, guests, invitees, and any other individuals associated with Owner, while on the premises or place of business of Stable. Owner further agrees to indemnify Stable, its owner, employees,

or agents against any and all claims, liabilities, damages, and the like in connection with any items for which Owner has assumed the risk of loss.

Stable, Stable's owners, Stable's employees, and Stable's agents shall have no liability or responsibility for the personal property of Owner and said property is stored on the premises or place of business of Stable at the sole risk of Owner.

4. HOLD HARMLESS

As a material inducement to Stable for entering into this Agreement, and in consideration for being allowed to board the Horse, train, or ride at Stable, or engage in any other action pursuant to this Agreement, Owner agrees and hereby holds harmless Stable, its owners, employees, agents, and assigns from any liability for accident, damage, injury, death, or illness to the Owner, the Owner's employees, agents, guests, invitees, family and/or any other individuals associated with Owner, or to the Horse, whether or not caused by the ordinary negligence of Stable, its owners, employees, or agents, and agrees to pay any legal fees and costs incurred by Stable in defense of such claims.

WARNING: Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri. (R.S.Mo § 537.325)

5. EMERGENCY CARE

Stable agrees to make a reasonable attempt to contact Owner upon learning of an illness or injury to the Horse using the contact information set forth in Exhibit A. Should Stable feel that emergency medical treatment is needed for the Horse and Stable is unable to contact Owner, Stable is then authorized by Owner to secure emergency veterinary and/or farrier care required for the health and well being of the Horse up to, but not exceeding, the following amount:

Pre-authorized emergency veterinary and farrier care limit: \$ _____ .00

All cost of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

6. OWNERSHIP - COGGINS TEST - HEALTH

Owner warrants to be the actual owner of the Horse and will provide, prior to the time of delivery of Horse, to Stable, proof satisfactory to Stable of negative Coggins test.

Owner represents that the Horse is, to the best of Owner's knowledge, in good health and free from exposure to contagious or infectious diseases, other than those specifically set forth in Exhibit A. Owner has an ongoing obligation to notify Stable of Horse's exposure to any contagious or infectious diseases.

7. NOTICE OF TERMINATION

Owner agrees that thirty (30) days notice shall be given to the Stable as to a desired termination date of this Agreement. If the Horse is not removed from Stable's premises or place of business by the desired date of termination of this Agreement, Owner agrees to pay a daily extended board fee equal to twice the regular pro-rated Board Fee for each day Horse remains on Stable's premises or place of business, and this Agreement shall remain binding until Horse is removed from Stable's premises or place of business.

Stable may request Owner remove Horse from Stable's premises or place of business and terminate this Agreement on (7) calendar day's written notice, and any previously paid Board Fee or Training Fee for time not boarded at Stable, will be returned to Owner, less any damages.

8. RIGHT OF LIEN

The Owner is put on notice that Stable has a right of lien, pursuant to the Revised Statutes of Missouri, Sections 430.030 and 430.150, for the amount due for labor and materials furnished on the Horse and for the board, training, and care of the Horse. Stable has the right to: (a) retain possession of said Horse until the amount of indebtedness is paid to Stable; (b) enforce any rights it has pursuant to Section 430.160 of the Missouri Revised Statutes; and (c) enforce any other rights it has at law, equity, or under this Agreement. For purpose of Section 430.030 of the Missouri Revised Statutes, this Agreement shall serve as the written memorandum of the work and material furnished and signed by the Owner. The remedies described in this section are cumulative and shall be in addition to, and not in lieu of any and all other remedies available to Stable.

9. GOVERNING LAW

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Missouri. Any legal action must be brought Franklin County Courts in the State of Missouri.

10. EFFECTIVE DATE

This Agreement shall be effective as of the date of signing by an authorized representative of Stable, indicated below.

11. ENTIRE AGREEMENT

This document, and any attached Exhibits identifying Owner and Horse information, contact information, and boarding and training package fees constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all

parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement all as of the day and year indicated below.

Date

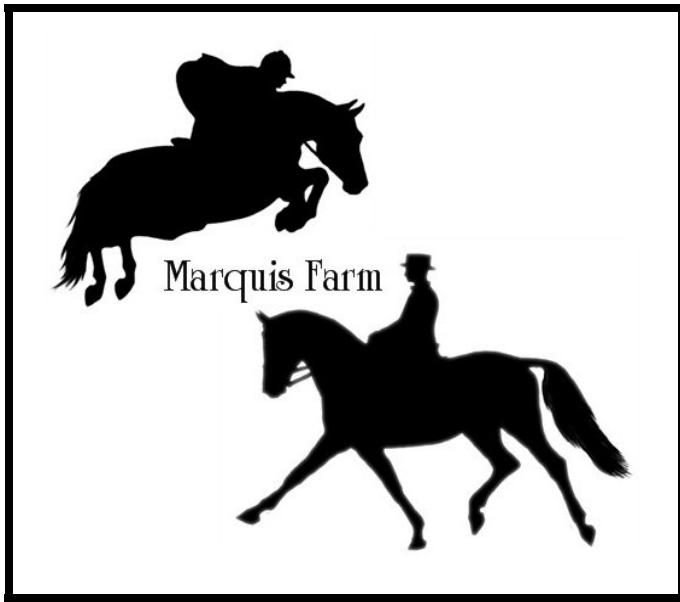
Signature of Owner or First Co-Owner

Date

Signature of Second Co-Owner (if any)

Date

Signature of Representative of Stable



Horse Information Sheet

Exhibit A

1. OWNER INFORMATION

Please provide the following Owner information:

Name:

Address:

Home Phone Number:

Cell Phone Number:

Fax Number:

Email Address:

Are there any co-owners? YES NO

If yes, please list the above information for each additional co-owner on a separate sheet and attach hereto. In the event of conflicting horse care instructions are received by Stable from co-owners, Stable reserves the right to determine suitable course of action and care for Horse.

2. HORSE INFORMATION

Please provide the following descriptive information about the Horse.

Barn Name: _____

Show Name: _____
(If different from above)

Age: _____

Color: _____
(Include identifying markings)

Breed: _____

Gender: _____

Size: _____

History, Habits, Other Information: _____

Association Registration Numbers: _____

3. INSURANCE

Is the Horse insured? YES NO

If yes, please provide the following insurance information about the Horse.

Name of Insurance Carrier: _____

Address: _____

Insurance Policy Number: _____

Phone Number: _____
(For use in emergency situations)

4. VETERINARY INFORMATION

Please provide the following veterinarian information for the Horse:

Veterinarian Name: _____

Address: _____

Office Phone Number: _____

Cell Phone Number: _____

Other Contact Number: _____

Relevant Medical History Information. Please list any allergies, diseases, previous injuries, current medications, etc. which may be relevant to care and maintenance of the Horse.

4. FARRIER INFORMATION

Please provide the following farrier information for the Horse:

Farrier Name: _____

Address: _____

Phone Number: _____