

High Point Stables, LLC
2534 E. Vermontville Hwy.
Charlotte, MI 48813

Boarding Agreement

This Agreement is made between High Point Stables, LLC, herein referred to as "Stable" and _____ herein referred to as the "Owner(s)".

1. Fees and Terms:

- a. (circle one) Full Board Pasture Board
- b. Upon signing this agreement, a payment of first month's board is required.
- c. All checks should be made payable to "High Point Stables, LLC".

In consideration of _____ dollars/month (check or cash) paid for by owner in advance by the 1st of each month, stable agrees to board said horse beginning _____ on a basis as specified in this agreement.

All rates include full use of the boarding facility as outlined in the stables' rules and procedures agreement. Rates are subject to change upon 30 days notice by the stable. In the event said payment is overdue by five days, a twenty dollar late fee will be added, along with five dollars per day for each additional day that payment is late. Late fees are due immediately upon receipt of late payment and will continue to accrue if not paid. In the event said payment is overdue by ten days, stable shall be entitled to exert a lien against said horse, and all of Owner's property upon the premises. Stable shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the state of Michigan. A returned check fee of \$35 dollars shall also apply.

If said horse dies, is sold, or upon thirty days written notice to High Point Stables, then the Owner may terminate this contract. In such case, the stable shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this contract is concluded.

The Owner agrees to supply all necessary and needed contact information for general and emergency purposes. If any of Owner's information changes, Owner agrees to contact Stable immediately and supply any new information. This information is for use by High Point Stables, LLC and its employees and will not be distributed or published in any manner without Owner consent.

2. Owner/Boarder Information

Horse Owner: _____

Address: _____

Home Phone: _____ Cell: _____

Email: _____

Driver's License Number: _____

3. Horse Information:

The Owner agrees to supply all necessary and needed information about said horse. This information is for use by High Point Stables LLC and its employees and will not be distributed or published in any manner without Owner consent.

Horse Name (registered name, if registered, and barn name):

Sex: _____ Breed: _____ Color: _____

Age/DOB: _____ Registration #/Tattoo: _____

Insurance Carrier, Policy Number, and Phone Number: _____

Value of Horse (owner estimated or insured amount): _____

Owner represents that the horses described in section 3 above is/are free from transmittable illnesses or diseases and is/are dewormed and current on routine equine immunizations. Owner represents that the horse(s) is/are trained to lead safely and is/are reasonably safe to handle. Upon Stables' request, Owner must provide current copy of negative Coggins test that was taken and issued by a licensed veterinarian within the calendar year as well as proof of recent dewormings and inoculations.

4. 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 horse. Owner acknowledges that he/she has inspected the facilities and finds facilities in safe and proper order. The standard services to be provided are listed herein and the charges therefore are as previously stated. These services and charges are subject to change and Owner will be notified in writing upon any changes. The Stable and its employees reserve the right to use reasonable and customary practices, restraints, and/or training implements to handle or move the horse should it be necessary.

Horses' are fed tribute feeds once daily. Stable will feed up to 4 lbs of quality grain per day and up to 10 lbs of quality hay per day. Any additional amounts of hay, grain, or other items may be arranged at an additional cost. Owner supplied supplements and/or medications applied to the feed will be added as instructed if Owner packages as directed by Stable.

Full board horses are turned out daily, weather permitting and stalls are cleaned out daily. One bag of bedding is added weekly and additional bedding is available as needed for an additional cost. Pasture board horses have access to shelter. All boarders are given space to store two saddles, two bridles, a grooming tote, and a medium size tack box.

5. Risk of Loss and Standard of Care.

During the time that said horse(s) is/are in custody of Stable, Stable shall not be liable for any sickness, disease, astray, theft, injury, or death which may be suffered by the horse or any other cause of action. This includes, but is not limited to, any personal injury, disability, or death the horse owner, or owner's guest may receive on Stable's premises.

The Owner fully understands that Stable does not carry any insurance on any horse not owned by the Stable. Whether public liability, accidental injury, theft, medical, surgical, or mortality of said horse, all risks connected with the ownership and boarding of said horse is to be the responsibility of the Owner. The Stable strongly suggests the Owner carry insurance policy/policies to cover any and all of these possibilities.

In no event shall Stable be held liable to Owner for equine death or injury in any amount in excess of two thousand five hundred dollars per animal. Owner agrees to obtain equine insurance for any animals valued in excess of two thousand five hundred dollars at Owner's expense, or forego any claim for amount in excess of this. Owner agrees to disclose this entire contract 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 the Owner's risk.

6. Hold Harmless.

Owner agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorney's fees or costs and all claims arising from or in any way connected with damage or injury caused by owner's horse to anyone, Owner's use of the facilities, Owners or guests at Stable facilities, horse's conduct, Owner's use or access to horse, or Owners or guests actions and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of said horse boarded with Stable.

7. Emergency Care.

Stable agrees to attempt to contact Owner should Stable, its agents or employee's feel that medical or farrier attention is required for said horse. If Stable, its agents or employee's are unable to contact Owner, then an attempt will be made to contact the emergency contact person. If any or all of these are unable to be reached in a reasonable time, which shall be judged and determined solely by Stable, Stable is then authorized to secure emergency veterinary, and/or farrier care as required for the health and well being of said horse. All costs of such care secured shall be billed directly to the Owner. If Stable is not able to arrange direct billing to Owner, then Stable will pay emergency bill up to five hundred dollars (\$500), which will be due within seven (7) days upon presentation of paid bill to Owner. This amount will be subject to fees and liens as described in the Fees and Terms section above.

Stable shall assume that owner desires major medical and surgical care if recommended by a veterinarian in the event of colic, fractured bone, or other life-threatening illness. This will be thought

to be true unless Stable is instructed otherwise herein. In which case, Owner will declare dollar amount which will be used as a guide by Stable and attending veterinarian for appropriate care. The dollar amount is _____

If emergency is near fatal and attending veterinarian strongly recommends euthanasia, Owner gives Stables consent for Euthanasia. All necessary and required attempts will be made to contact Owner or Owner's emergency contact for direct permission first. Owner will be responsible for removal/burial/cremation of said horse as soon as possible post euthanasia.

Owner agrees to notify Stable of any and all changes of addresses, phone numbers, emergency contacts, itineraries or other information necessary to contact the Owner in an emergency. In the event that Owner departs for vacation, work, etc or is otherwise unavailable, prior to departure Owner shall notify Stable as to the contact that is able to make decisions in regard to the health, well-being and/or medical treatment of said horse, whether emergency or not.

8. Limitation of Actions.

Any action or claim brought about by Owner against Stable for breach of this contract or for loss due to negligence must be brought about within one (1) year of the date such claim or loss occurs.

9. Farrier Care and General Health Practices.

Owner agrees to provide the necessary trimming and/or shoeing, along with following the Stables' deworming protocol. Required vaccinations are Eastern and Western equine encephalomyelitis, Influenza, Tetanus, Strangles, Potomac Horse Fever, West Nile virus, and Rabies. These services can be arranged with the Stable for the Stable farrier and Stable veterinarian to provide, or may be scheduled with the farrier or veterinarian of Owner's choice. The Stable will provide free handling of said horse if these services are scheduled during the Stable's herd health program. Otherwise if Owner arranges for a different farrier or veterinarian, then Owner is responsible for being present and handling own horse, or must arrange payment with Stable for Stable's employees to handle said horse.

Owner agrees to have all routine health practices completed on a regular basis, and agrees to provide Stable with all health records of said horse. In the event that services are not rendered, or proof of same is not provided to Stable within thirty (30) days from date of such service, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation of bill by Stable for such services rendered, including any service charges, any bill shall be paid within seven (7) days from the date the bill is submitted to Owner.

Owner agrees to maintain a current Coggins test on said horse. In the State of Michigan, Coggins tests are good for the calendar year, or thirteen (13) months if drawn in the month of December.

10. Ownership.

Owner warrants that they are the owner of record of the horse listed in this agreement, or that they have the express authority of the actual owner of record to enter into this Contract and to board the horse with the Stable. If Owner is not the record of owner of said horse, then the person signing as Owner nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums

hereunder. Any and all owners of said horse warrant that they have good and clear title and that the horse is free from any liens or encumbrances, expressed or implied by law.

11. Changes or Termination of This Contract.

It is agreed by the parties that this Contract may be changed or terminated upon thirty (30) days written notice. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedule/regulation changes in a conspicuous or open place in Stable's tack rooms shall constitute notice of any and all rate/regulation changes as may be deemed appropriate by Stable.

12. Rules and Procedures.

The Owner agrees to abide by all the rules and procedures of the Stable. In the event someone other than the Owner shall call for the horse, such person shall have written authority signed by the Owner to obtain said horse. If Owner is removing the horse from Stable property for the purpose of showing or trail riding, Owner agrees to inform Stable at least twenty-four (24) hours prior to said horse leaving. If Stable is not notified and said horse is found to be missing, the Stable will contact Owner, emergency contact and Police in that order to alert to the missing horse.

Owner hereby acknowledges receipt and understanding of current Stable Rules and procedures. Owner agrees that they and all of their guests and invitees will abide by and be bound by these Rules and procedures. Owner also agrees to accept full responsibility for the conduct of all guests and invitees. The Stable may revise these rules and procedures from time to time and Owner agrees that any revision shall have the same force and effect as current rules and procedures. Failure, as determined by the Stable's sole discretion, of Owner or Owner's guests and invitees to abide by Stable's rules and procedures may result in Stable declaring Owner in default hereunder and result in termination of this Contract.

13. Right of Lien.

The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Michigan, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain said horse until the amount of said indebtedness is discharged. However Stable will not be obligated to retain and/or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. In the event Stable exercises Stable's right of lien as above described for non-payment, this Contract shall constitute a Bill Of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure proceedings as required by law. In the event collection of the account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of two hundred and fifty dollars (\$250.00) will be assessed.

14. 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. Horse trailers may be stored on Stable premises in the designated area for the amount of \$20.00

per month. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, equipment, trailer or other property stored at Stable or on Stable premises. Stable shall not be liable for any of Owner's items when removed from premises for any reason.

15. Inherent Risks and Assumption of Risk.

The undersigned 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 or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movements 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 expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

16. Prohibited Activities.

Prohibited activities include, but are not limited to, Smoking in any barn or barn area; also, feeding, turning-out, walking, riding, working, saddling, injuring, whipping, harassing, or otherwise use or interaction with any other horse at Stable without permission of Stable or owner of said horse. Owner agrees that neither they nor their guests or invitees will participate in any of these aforementioned items. Owner also agrees that if anyone is to be allowed to handle, turn-out, administer medications and/or ride said horse, then Owner will provide a full Authorized User information sheet for each Authorized User. Stable has discretion when and under what circumstances to allow Owner's Authorized Users to have access to said horse and Stable's facilities.

17. Entire Contract.

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 Michigan, and shall be enforced and interpreted in accordance with Michigan Law.

18. Enforceability of Contract and Severability.

If one or more parts of the Contract are found to be unenforceable or illegal, the other portions of the Contract shall be deemed in full force and effect.

19. Comprehension.

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Contract, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

Date: _____

Owner (or Authorized Agent) signature: _____

Printed name: _____

IF OWNER IS A MINOR THEN SIGNATURE OF AT LEAST ONE (1) PARENT OR LEGAL GUARDIAN IS REQUIRED. THE SIGNING OF THIS CONTRACT BY ONE (1) PARENT OR LEGAL GUARDIAN CONSTITUTES FOR PURPOSES OF THIS CONTRACT TO BE VIEWED AS AGREEMENT AND A WAIVER OF ALL RIGHTS BY THE OTHER NON-SIGNING PARENT OR LEGAL GUARDIAN.

High Point Stables, LLC representative signature: _____