BOARDING AGREEMENT

8T Acres Equestrian Center, LLC

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ made by and between 8T Acres Equestrian Center, LLC, hereinafter referred to as "STABLE", providing services as an independent contractor, located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. 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 $25.00. Fees received after the sixteenth will be subject to a late fee

of $50.00.

2. DESCRIPTION OF HORSE(S)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration/Tattoo/Brand\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Carrier, Policy and phone number *(if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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).

Equines Feed Schedule:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, and influenza

vaccinations is required.

Proof of Tetanus and vaccines are required once yearly and influenza twice

yearly.

A negative current Coggins test is required for all horses arriving from in and out of state

5. 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*.

6. 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.

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the

period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability

insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating

to this AGREEMENT.

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. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which

are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and

his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility

for the conduct of his guests and invitees according to these Rules. OWNER acknowledges

the Rules include but are not limited to:

1. Barn Hours are 7am to 8pm and barn will be closed from 8pm-7am daily
2. No running in barn
3. Everyone under the age of 18 must wear a helmet when working around horses
4. Appropriate footwear must be worn at all times (shoes with heels and over ankle)
5. Horses must be lead with halter and lead rope
6. When/if 8T Acres Tack/Equipment is used it must be cleaned and but back where found
7. Clean up isle/stall/indoor after use
8. Must yell “Door” when entering any barn or arena door

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have

the same force and effect as current Rules. Failure, as determined in STABLE’s sole

discretion, of OWNER or OWNER’s guests and invitees to abide by STABLE Rules may result

in STABLE declaring OWNER in default hereunder and result in termination of this

AGREEMENT.

10. 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.

11. ASSIGNMENT

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

STABLE.

12. NOTICE OF TERMINATION

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

this AGREEMENT.

13. 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 New Hampshire 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.

15. Special Instructions to STABLE

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THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of New Hampshire.

Executed at 8T Acres Equestrian Center, LLC on the date first set forth above.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day Phone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Evening Phone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_