

BOARDING CONTRACT

WITNESS THIS AGREEMENT this ____ day of _____, 20__, by and between Sunborn Stables, Inc. and/or its teachers/workers/Julie Penshorn, hereinafter referred to as "Manager" and _____, hereinafter referred to as "Owner," and if Owner is a minor, Owner's parent or guardian. Manager agrees to accept Owner's horse _____, for boarding. Horse's insurance information: _____.

1. Fees, Term, and Location. Owner shall pay the Manager for board and care as described below, the fee of \$435 for a stall and \$300 for paddock/pasture board per month. Private paddocks are \$345 per month. All fees shall be payable in advance, on the first day of each month. Lessons are \$150 per month or \$45 per lesson or \$80 for an hour private lesson. Owner is expected to know and pay the fees upon the first day of the month without receiving a bill, however, when horse shows are involved, or many miscellaneous expenses, owner will be billed in advance or following the event/show. All unexpected expenses incurred for veterinarians, shoeing, or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by Manager.

2. Payment of Invoices. Invoices are payable and all payments are due on the 1st of the month. A \$5.00 per day late fee will be assessed beginning on the 6th day of the month for late payments. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from Manager's possession until all expenses fully paid. If payment is overdue by fifteen (15) days, Manager shall be entitled to a lien against the horse and/or equipment stored upon Manager's premises in the full amount due. Enforcement of said lien shall be at the discretion of Manager who may sell the horse and/or equipment for amounts outstanding in accordance to the laws of the State of Minnesota.

3. Veterinarian, Shoeing and Related Services. Owner has the responsibility for all basic vet and farrier care and Sunborn Stables will only arrange veterinary and farrier services as necessary. All veterinarian, farrier and medicine expenses shall be paid by Owner, as further described herein. Manager reserves the right to refuse any horse upon the premises if same does not appear to Manager to be in good health, or is deemed dangerous or undesirable. Manager may charge for her time caring for an ill or injured horse, and shall inform boarder of the fee.

4. Feed, Facilities, and Services. Manager agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health, safety and well-being of all the animals. Manager has the discretion to find the specific placement for the horse on the property that provides the most advantageous situation for all the horses and facilities. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

5. Risk of Loss and Standard of Care. During the time that the horse(s) is/are in custody of Manager, Manager shall not be liable for any sickness, disease, stray, theft, death or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of Manager, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Manager's premises.

The Owner fully understands that Manager does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Manager are to be

borne by the Owner.

The standard of care applicable to Manager is that of ordinary care of a prudent horse owner. In no event shall Manager be held liable to Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose policy number and phone number of Owner's insurance company. Failure to disclose insurance information shall be at Owner's risk.

6. 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 equine's reaction to such things as sounds, sudden movement 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 Manager 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 Manager or its representatives, agents or employees.

7. Hold Harmless. Owner agrees to hold Manager harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Manager from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Manager. Manager reserves the right to notify owner within seven (7) days of the horse's arrival if said horse, in Manager's opinion, is dangerous, untrainable, unhealthy, handicapped, or otherwise unfit to be on the premises. Upon such notification, Owner shall remove said horse within an agreed upon number of days, and all expenses incurred for the horse's stay shall be paid prior to departure.

8. Emergency Care. Manager agrees to attempt to contact Owner should Manager determine veterinary treatment is needed for said horse(s), but, if Manager is unable to contact Owner, Manager is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Manager is authorized, as Owner's agent, to arrange direct billing to Owner.

Manager shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Manager is instructed herein by Owner, that the horse(s) is/are not surgical candidates (see below).

Owner agrees to notify Manager of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Manager as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

9. Limitation of Actions. Any action or claim brought by Owner against Manager for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

10. Ownership-Coggins Test/Vaccinations. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Manager of the negative Coggins test upon request. All horses already on the premises will be expected to have a Coggins test, and to have flu/rhino/tetanus/sleeping sickness and strangles boosters annually. Other vaccinations are at the owner's discretion.

11. Changes or Termination of This Agreement. It is agreed by the Parties that this Agreement may be changed or terminated upon thirty (30) days notice.

12. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Manager.

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

14. Property in Storage on Manager's Premises. Owner may store certain tack and equipment on the premises of Manager at no additional charge to Owner. However, Manager shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Owner's risk. Manager shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

15. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Manager's stable, and shall be enforced and interpreted in accordance with those state laws.

16. Enforceability of Contract and Severability. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

In the event that a veterinarian recommends surgery for an illness/colic/injury these are my wishes for my horse. _____

Owner's name _____ address _____ phone _____ cell phone _____

Owner's email _____

Horse's insurance policy and number _____

Insurance contact _____

Owner's signature _____