

Horse Boarding Contract & Agreement

Full Circle Farm, LLC 5180 Grange Hall Rd, Holly, MI 48442

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20__ made by and between FULL CIRCLE FARM, LLC hereinafter referred to as "FCF", located at 5180 Grange Hall Rd, Holly, MI 48442 and _____ (horse owner's name) residing at _____ (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, FCF agrees to board the herein described horse on a month to month basis commencing on _____, 20__ . Partial months boarding shall be paid on a pro-rated basis based on the number of days boarded in a standard 30 day month.

[] This monthly fee includes blanketing, fly spraying, putting on fly masks/boots as provided by owner.

[] This monthly fee includes a pasture during the day and stall at night. [] This monthly fee includes pasture with run-in shelter access

[] This monthly fee excludes boarding services as described in section 3 and includes the use of facilities only as outlined in section 4. OWNER is required to comply by the rules and policies outlined in sections 6 through 15.

LATE FEES - Boarding fees paid after the second and fifteenth 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. Any returned checks will be subject to a \$40.00 fee.

2. DESCRIPTION OF HORSE

Horse Barn Name: _____

Horse Show Name: _____

Date of Birth: _____ Color: _____ Sex: _____

Breed: _____ Value (US\$): _____ Insurance: NO YES (circle)

Company: _____ Policy Number: _____

Terms: _____

Relevant Health History, Allergy/Sensitivity: _____

Special Needs/Concerns: _____

Current Feed & Supplements: _____

Persons authorized to handle horse beyond FCF staff: _____

3. STANDARD OF CARE

FCF agrees to provide normal and reasonable care to maintain the health and well-being of said horse.

Standard Accommodations:

- (a) Box stall or run-in shed per section 1

- (b) Bedding material as per FCF standard if stalled
- (c) Daily turn out with compatible horses (weather permitting) if stalled or 24/7 turnout if pasture board
- (d) Grain ration morning and evening along with any supplements provided by the OWNER
- (e) Hay to supplement pasture grazing as appropriate
- (i) Fly masks, fly spray, boots, blankets and sheets will be optionally supplied by OWNER. Daily management of these items will be applied by FCF at their discretion.

4. FACILITIES

FCF agrees to provide the following facilities to boarders and non-boarding members:

- (a) Grooming stalls
- (b) Indoor wash stall
- (c) Two outdoor arenas (sand & grass), indoor arena, indoor round pen, two outdoor round pens, obstacle/playground field, and groomed riding paths available for daily riding and ground-play/exercise
- (d) Clubhouse
- (e) Temporary parking for personal vehicles and trailers per visit. Long-term storage parking for trailers available for an additional fee.

FCF agrees to provide the following facilities to boarders only:

- (a) Tack room

5. FARRIER/TRIMMER SERVICES

FCF will schedule a farrier and/or trimmer at regular intervals typically 4-6 weeks. OWNER is responsible for handling their own horse for farrier/trimmer or can arrange for FCF to handle horse for an additional charge. OWNER is obligated to pay the expenses of such services. OWNER may inquire about using a different farrier/trimmer and both schedule their chosen farrier/trimmer and pay expenses for services rendered from them. FCF reserves the right to limit farriers'/trimmers' access to FCF. OWNER will be notified in advance when the farrier/trimmer is scheduled to come for their horse and OWNER must bring a check to the barn to be placed in the payment box if they will not be present at farrier/trimmer appointment.

6. VETERINARY SERVICES & COGGINS

(a) OWNER warrants that he/she owns the horse and will provide, prior to the time of delivery and annually, proof of a negative Coggins test.

(b) OWNER is obligated to participate in and pay for standard recommended seasonal vaccination program. OWNER is obligated to pay expenses to vet, and to submit documentation of said immunizations to FCF if requested. If OWNER does not plan on using FCF's standard veterinarian please state who they would like to use below. If using veterinarian different from that of FCF, OWNER must schedule all appointments for their horse. OWNER will be notified in advance when the veterinarian is scheduled to come for their horse and they must make arrangements with the veterinarian's office for payments. OWNER is responsible for handling their own horse at an appointment or they can arrange for FCF to hold horse for an additional fee.

(c) FCF keeps Bute, Banamine and other medication on hand for horses that may be in need of it in owner's absence due to sudden lameness, colic, etc. If FCF administers its own stock of medication to owner's horse there is a charge per dose and it will be recorded and added to their board invoice.

Veterinarian: Name _____

Phone _____

7. WORMING

Horses at FCF must be fecal checked for worms on a regular schedule through the farm's veterinarian and wormed per fecal results and vet's recommendation. Worming is the responsibility of the OWNER or can be provided/arranged by FCF for an additional charge in addition to the cost of the worming medication which will be added to the board invoice.

8. RISK OF LOSS

During the time that the horse is/are in the custody of the FCF, FCF and its representatives and employees 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 or owner may receive while on FCF premises. OWNER fully understands and hereby acknowledges that the FCF does NOT carry any insurance on any horses not owned by FCF, including, but not limited to such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that ALL risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of the FCF, are to be borne by the OWNER.

9. HOLD HARMLESS

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

10. EMERGENCY CARE

FCF agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should FCF feel that medical treatment is needed for said horse, provided however, that in the event the FCF is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely by FCF, FCF is then hereby authorized to secure emergency veterinary care and/or farrier/trimmer care, by any qualified provider of such care who are selected by FCF, as FCF determines is required for the health and well-being of said horse. The cost of such care secured shall be due and payable by OWNER within 15 days from the date OWNER receives notice thereof, provided however, that FCF is authorized to arrange direct billing by said care provider to OWNER. If direct billing is unavailable, OWNER will reimburse FCF within 15 days of receiving notice thereof. Any additional emergency care instructions and wishes of the OWNER in regards to issues of major medical surgery, euthanasia, etc. may be written by OWNER in section 16 of this boarding agreement. FCF will try to abide by additional emergency instructions with due diligence, but will not be held liable if unable to do so.

11. STABLE RULES

OWNER hereby acknowledges receipt and understanding of the current FCF 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/her guests and invitees according to these Rules. OWNER assumes responsibility for all his/her guests and invitees completing and signing an FCF liability release which are located in the clubhouse. OWNER acknowledges the Rules include but are not limited to: All riders under 18 will wear a helmet. Proper footwear and clothing will be worn for the safety of the rider/handler/guests/invitees. When using the various facilities within FCF, the OWNER will clean up after and maintain the facilities using tools provided by FCF. This includes the barn aisle, round pens, arenas, and wash stall as well as any common areas. The clubhouse, overhang area attached to main barn, sawdust barn, workshop barn, and yards around houses are off limits to horses for their safety. There is NO SMOKING permitted at FCF. Parking is restricted to designated parking areas. OWNER will respect posted farm open hours. FCF may revise

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these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined by FCF sole discretion of OWNER or OWNER's guest and invites to abide by FCF Rules may result in FCF declaring OWNER in default hereunder and result in termination of this AGREEMENT.

12. 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 11. *Stable Rules*. In the case of default by OWNER party, the FCF shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due FCF under this AGREEMENT shall be due and payable by the first 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 FCF of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

13. ASSIGNMENTS

This AGREEMENT may NOT be assigned without the express written consent of the FCF.

14. NOTICE OF TERMINATION

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

15. RIGHT OF LIEN

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

16. SPECIAL INSTRUCTIONS TO STABLE

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Michigan. Should any part of this document conflict with Michigan law, only that part will be void but the remainder of this document shall stay in full force and effect at all times, now and in the future.

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

Executed at _____ am/pm on the date first set forth above.

By: _____ Date _____

Representative of Full Circle Farm, LLC

By: _____ Date _____

Owner

Day Phone: _____ Evening Phone: _____