

**WATERFORD STABLES  
COSIGNMENT SALES & BOARD AGREEMENT**

THIS AGREEMENT was entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Kate Waterford and Albert Waterford as agents for H2oford, Inc. d/b/a Waterford Stables, located at 1139 Pelote Cemetery Road, Lithia, FL 33547 and the undersigned individuals, owners, lessors, lessees, or clients, hereinafter known as "Client."

**A. Client Identification:**

Name:

Street Address:

City, State, Zip:

Phone: Home

Work

Cell

Email:

**B. Horse Information**

Registered Name:

Reg No.

Breed:

Color:

Sex:

Markings:

Sire:

Dam:

Insurance Information: Major Medical  Mortality

Insurance Company

Claims contact phone:

Policy No.:

**C. Representing and Warranties of Client**

Client(s) represent and warrants to Waterford Stables as follows:

- a. Client is the owner/lessee of the horse identified above and has all necessary authority to enter into this contract
- b. Owner/lessee is over the age of 18 years
- c. To the best of Client's knowledge, the horse has not been exposed to any contagious or infectious disease for two weeks prior to the date of this agreement.
- d. The horse does not require any special care other than as follows:

#### **D. Acceptance**

This contract is effective when approved and executed by Waterford Stables, which reserves the sole right to refuse to accept any horse at its sole discretion, and to return any horse at Client's sole expense.

#### **E. Vaccinations, Worming and Coggins**

Client warrants that the horse is free of all communicable disease upon arrival at Waterford Stables. On or prior to arrival, Client shall provide current vaccinations for equine influenza, tetanus, sleeping sickness, rabies, East/West Nile, dewormer, and Rhino, and a current negative Coggins test performed within six (6) months prior to arrival. If the horse arrives without records of such vaccinations and tests, Waterford Stables may, at its option, reject the horse(s) or order the vaccinations and test at Client's sole expense.

Client is responsible for maintaining the horse's vaccinations for equine influenza, tetanus, sleeping sickness, rabies, East/West Nile, and Rhino in accordance with veterinary recommendations.

Client is also responsible for having a Coggins test performed every twelve (12) months. In the event the Coggins test results are positive, Waterford Stables may demand that the Client remove the horse within twenty-four (24) hours of the positive test results.

If the Client fails to maintain the horse's vaccinations, Coggins, or deworming schedule, Waterford Stables may order the vaccinations and tests at the Client's sole expense.

#### **F. Veterinary Care**

Waterford Stables is hereby appointed Client's agent and authorized to take all actions and incur for Client all obligations necessary to maintain and provide all reasonable care for the horse; including without limitation, vaccination, worming, Coggins test, dentistry, lameness treatments, medical treatment for injury or illness, farrier care, regular breeding cultures, and other veterinary needs; including emergency surgery, at its discretion, at Client's sole expense. Waterford Stables will attempt to contact Client and/or its insurer before authorizing any non-routine or emergency care if the health of the horse will not be compromised thereby. Waterford Stables is hereby authorized to spend \$\_\_\_\_\_ without permission of Client for veterinary recommended medically or cosmetically necessary procedures that may be necessary for the health, wellness, or performance of the horse. Client will maintain a current credit card on file with Brandon Equine Medical Center for this purpose.

#### **G. Care of Horse**

Waterford Stables agrees to care for the horse and maintain the horse in a manner that is consistent with prudent animal husbandry practices in the Hillsborough County, Florida area.

Each horse will be provided with a stall, daily stall cleaning/re-bedding, water, Timothy/Alfalfa (T&A) or Alfalfa hay, and Seminole grain.

Supplements, vitamins, medications, additional daily rations of food to maintain health and performance needs are not included in boarding fee and will be billed separately or supplied by Client. Turn out will be provided at discretion of Waterford Stables unless instructed otherwise by Client.

Special Care Instructions:

Horses vices/conditions/habits:

### H. Training

Training is defined as one or any combination of the following: physical conditioning, behavior modification, performance technique, health/injury rehabilitation, ground manners, conformation/gait/performance evaluation, halter/saddle breaking, maintenance grooming and tacking up.

Waterford Stables will train/condition the horse for the following:

- a. Finish Pleasure Performance: Hunter  Western
- b. Break Under Saddle
- c. Fit/condition for Halter
- d. Tune-up for performance
- e. Health/injury rehabilitation
- f. Sale/Market promotion

Training/conditioning sessions will be a minimum 30 minutes per session a minimum of 4 days to maximum of 6 days any given week. After the initial 30-day training period a full evaluation and estimation will be discussed with owner concerning the expected results of training. At that time the goals of training shall be defined and probability of success outlined for owner's consideration and approval.

Waterford Stables may exercise its sole discretion to have qualified employees of Waterford Stables exercise/ride horses in training. \_\_\_\_\_ (Client's Initials)

In the event the Client requests that no other individual than Kate Waterford exercise/ride the horse in training, the Client agrees and understands that training sessions may be limited to 1-3 sessions per week at the same monthly training rate. \_\_\_\_\_ (Client's Initials)

### I. Monthly Training Board Expenses

- a. Client shall pay Waterford Stables \$40.00 per day (or \$1200 per month) the horse is in training with Waterford Stables.

- b. If the horse stays more than 30 days in training/sale, Client will provide payment in advance on or before the 1<sup>st</sup> of each calendar month for training board fees. Otherwise, \$25 per day will be deducted from final proceeds of sale.
- c. Payment received after the 5<sup>th</sup> of the month will be subject to a \$25.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which board plus accrued late fees remain unpaid. There will be a \$40.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.
- d. All services shall cease until any unpaid balance is paid in full.
- e. Additional charges not included in the monthly training board rate will be billed to the Client at the end of the month and are due in full upon receipt.
- f. If the Client removes the horse from training board with Waterford Stables for any period of time, Waterford Stables will not hold the horse's stall. The Client understands and assumes the risk of the stall being unavailable upon return of the horse to training board with Waterford Stables.

#### **J. Sales Commission**

For any horse sold while at Waterford Stables or in its care, Client agrees to pay a commission of ten percent (10%) of the total sales price to Waterford Stables, regardless of whether Waterford Stables is the procuring cause of the sale. It is understood that all monies owed (included but not limited to boarding, training, farrier, show fees, vet care, etc.) will be deducted from the proceeds from the sale, the balance of which will be forwarded to Client. By enrolling a horse in a sales program, the Client understands that there is no guarantee that said horse will be sold on a specific timeline.

#### **K. Limitation of Liability and Indemnification**

Client acknowledges that the care, training, transportation and showing of horses involve an inherent risk of injury, disease and death to both the horses and people participating in these activities. Waterford Stables prides itself on providing the best possible care for their clients' horses but losses can occur despite the best of intentions.

Client agrees that Waterford Stables, its Affiliates, Representatives, Officers, Directors, Agents, Contractors and employees (hereby collectively called Waterford Stables), SHALL NOT BE LIABLE for any sickness, disease, estray, theft, injury or death that may be suffered by any horse while in their custody; nor for any loss, damages, or injury arising out of or connected with breeding, boarding, conditioning, training, or any other services pursuant to this contract.

Client fully understands, authorizes and assumes the special risk inherent in conditioning, training, swimming, breeding, and transporting horses, and acknowledges that mortality and other insurance is a Client's sole responsibility and remedy for any loss. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.

In no event shall Client's remedy exceed the amount paid for the service complained of. Waterford Stables shall also not be liable for any personal injury, disability, or death which the Client or his agent, representatives or family may receive while on Waterford Stables premises or participating in any show or event off of the premises.

Client also understands that Waterford Stables shall not be liable for damage to personal property, including pets, that the Client, or their agent, representatives, or family may receive while on Waterford Stables premises or participating in any show or event off of the premises.

Client agrees to pay all expenses and attorney's fees incurred in defending any claims made against Waterford Stables for any loss covered by this paragraph. Waterford Stables also shall not be responsible for stolen or broken tack or equipment owned by Client and in Waterford Stables' possession.

#### **L. Release**

Client agrees that all outstanding balances due under this Agreement and incurred by Waterford Stables on Client's behalf shall be paid PRIOR TO RELEASE OF THE HORSE. Client shall make arrangements for the horse's release at least 48 hours in advance. Client is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood test, vaccinations and health certificates, whether through Waterford Stables veterinarians or otherwise.

Upon removal of the horse from its stall before loading the horse for shipment, Client assumes full responsibility and releases Waterford Stables from any responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.

#### **M. Lien**

Client grants Waterford Stables a lien and security interest in the horse and any foal in utero or at Waterford Stables to secure payment of all obligations and amounts due under this or any other contract with Waterford Stables. Waterford Stables may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract with the county and state in which it believes the horse or foal to be kept, or where the Client resides, and when so filed, the copy shall be effective as a financing statement as well as the security agreement.

At any time, the Client's balance is unpaid for thirty (30) days, or Customer is otherwise in default of this or any other contract with Waterford Stables, Waterford Stables may foreclose its security interest in the horse. Ten (10) days' notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.

#### **N. Damage to Property**

Client agrees to assume any loss arising out of the actions or conduct of any animal owned by, or in the care, custody, and control of the Client while said animal is on Waterford Stables premises

or in the care, custody, and control of Waterford Stables elsewhere. The Client shall indemnify and hold Waterford Stables for any such loss.

Client shall reimburse Waterford Stables for any damage above and beyond normal wear and tear caused by any animal owned by or in the care, custody and control of the Client. Such damages include damage to the stall, stall equipment, wash racks, tie racks, fencing, or any other property owned by Waterford Stables, which is beyond normal wear and tear.

**O. Termination of Contract**

Client shall give at least 30 days written notice of termination before horse's intended date of departure. Client acknowledges if giving less than 30 days' notice, any fees paid in advance will be nonrefundable.

**P. Assignability**

Client may not assign any rights or delegate any duties under this contract without the written consent of Waterford Stables.

**Q. Waiver**

No delay or failure by Waterford Stables to exercise any rights or remedy shall be deemed a waiver of that or any other right or remedy.

**R. Entire Agreement; Construction; Jurisdiction; Attorney Fees**

This contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and are not part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity of enforceability of the remainder. The contract shall be construed and governed by the laws of Florida. Because this contract is to be performed primarily at Waterford Stables facility and is to be governed by Florida Law, Client agrees that all disputes connected with this contract shall be proper only in Hillsborough County, Florida. If a lawsuit is filed with respect to this contract or any of the transactions or communications between the parties regardless of the theory of action asserted, Waterford Stables forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs for such a suit.

**Client Signature:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Waterford Stables Signature:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

## WATERFORD STABLES RULES

1. **Helmets & Boots:** Boots are required to be worn at all times while mounted, no exceptions. Anyone under the age of 18 is required to wear a helmet at all times while mounted. If someone is caught riding without a helmet or boots, they will be asked to dismount immediately and not allowed to ride again until they wear a helmet and boots.
2. **Riding alone:** Horseback riding is an inherently dangerous activity. No one under the age of 18 is allowed to ride without an adult present. Adults may undertake riding alone at their own risk, however, you are strongly advised not to ever ride alone.
3. **Minor Children:** No minor children under the age of 13 are allowed to be left at the stable without prior permission. No children under the age of 13 are allowed to ride without an adult being present.
4. **First Aid Kits:** First Aid Kits are available in the barn. If you use something out of the kit, please replace it at your earliest convenience.
5. **Cross Ties & Tying in general:** Please do not leave horses tied anywhere unattended at any time.
6. **Parking & Driveway:** Please park alongside the driveway on either side. Please try to keep cars back from the main house where horses and the Waterford's personal cars are parked.
7. **Bathrooms:** There is a portable toilet on property. Please refrain from using the bathroom outdoors!
8. **Tack & Equipment:** We provide a common tack room. If you choose to leave your tack here, Waterford Stables is not responsible for lost or stolen tack and equipment. Labeling your tack and equipment is a good idea so as not to have it confused with anyone else's tack and equipment.
9. **Feeding time:** You may come at feeding time; however, it is Waterford Stables' responsibility to feed your horse. Please understand that we cannot wait for you to arrive to feed your horse. If you are here when feeding happens, you may take part. But if not, your horse will be fed without you being present. It is understood that if you choose to help, you will not be paid for said services. You understand that this is a voluntary action.
10. **Farrier:** Waterford Stables has farrier service on a regular 6-week basis. If you wish to use this farrier, you may. Farrier fees are subject to the farrier's fee schedule. Waterford Stables handles your horse for this service. Farrier fees are to be made payment to the Waterford Stables and are due when the invoice is sent. If your horse is difficult to handle, Waterford Stables reserves the right to ask you to be present during farrier visits. If you want your farrier to trim your horse, you will need to make arrangements to meet him or her here.
11. **De-Worming:** Waterford Stables uses paste de-wormers on a rotation quarterly. Please let the us know the exact date of your horse's last de-worming. It may be necessary to de-worm your horse once upon its arrival, then start the de-wormer rotation.
12. **Hours of Operation:** As Waterford Stables is located at the Waterford's home, the hours in which clients are permitted on the property (except in emergency situations or at least 24 hours advanced notice) are from 7:00 a.m. to 9:00 p.m. If you need to pick up your

horse early, Waterford Stables will feed early with 24 hours' notice. The main gate will be locked at any time before and after these times.

13. **Trailer Storage:** Waterford Stables has trailer storage on a limited basis. Please inquire about availability.
14. **Smoking, drugs and alcohol:** No smoking in the barn or on the premises. No drugs or alcohol are permitted on the premises at all. If it is expected that you are intoxicated, you will be asked to leave immediately.
15. **Discipline of Horses:** Overt abuse will not be tolerated. If it continues, Client will be given a 7-day notice of termination of board.
16. **Guests:** Guests are always welcome at Waterford Stables. Clients are responsible for informing their guests of the rules and for making sure guests abide by them. Guests MUST sign a release form before mounting any horse.
17. **Manure removal:** If the Client prefers to remove manure from the stalls, there is a designated place for manure disposal. Please only use that place. If your horse poops in the aisle or anywhere else in the barn, cross ties, wash rack, it is Client's responsibility to clean it up. A \$5 fine will be assessed to any Client who does not clean up after themselves or their horses. It will be billed with the next month's board.
18. **Dogs:** Dogs are not allowed at Waterford Stables unless preauthorized by management.
19. **Gates:** If you open it, close it. All gates must remain closed at all times.
20. **Lunging:** Lunging is allowed in the round pen. You may lunge in the arena provided no one is riding in the arena at the time.
21. **Shoes:** Close toed shoes must be worn at all times. Flip flops are not appropriate shoes to be worn around horses.
22. **Stallions:** Stallions over the age of 1 are not allowed on the property for any reason at any time.
23. **Bikes, Skateboards, Rollerblades, Ball Playing:** No, not on the premises.
24. **Visiting horses:** are allowed to use the premises only with the permission of Waterford Stables. All visiting horses MUST present proof of negative Coggins.
25. **Wash racks:** All horses should be washed in the wash racks only. Please clean up after yourself and put all your shampoos and brushes back when finished. If your horse poops, be sure to clean it up.
26. **Ring Etiquette:** When riding in the riding arena, ring etiquette should be utilized, passing to the inside and notifying the rider you are passing by saying out loud, "passing".
27. **Additions to Stalls:** Please do not make ANY modifications to your stall without checking with Waterford Stables. This is to include but not limited to stall guards, permanent toys, etc. Any modifications that are made without prior approval will be required to be removed and damages to be repaired or paid for by the Client.

**Waterford Stables reserves the right to refuse services to anyone.**

I, \_\_\_\_\_(Client), have read and understand the above rules.



**Client**

**DATE**

**FINAL SALE WORKSHEET**

Horse sold: \_\_\_\_\_

Owner: \_\_\_\_\_

Gross Sales price: \_\_\_\_\_

Less boarding at \$25 per day (day started \_\_\_\_\_): \_\_\_\_\_

Less Commission (10%): \_\_\_\_\_

Less any other fees owed ( \_\_\_\_\_ ) \_\_\_\_\_

Net Sales to be remitted to owner: \_\_\_\_\_