

WOLF CREEK STABLES, LLC. Boarding Contract. This AGREEMENT is entered into, on the

_____ (day) of _____ (month), _____ (year), by and between

WOLF CREEK STABLES, LLC, hereinafter referred to as EQUESTRIAN CENTER

and _____, hereinafter referred to as "OWNER."

1. Fees, Term, and Location. In consideration of the initial rate of \$ _____ per horse per month paid by Owner in advance on the first day of each month, Equestrian Center agrees to board the herein described horse(s) on a month-to-month

basis commencing _____ (month), _____ (year). Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Boarding rates are subject to change from time-to-time as set forth in Section 15 of this Agreement. This Agreement shall be deemed amended effective on the thirtieth day following the posting of revised rates by Equestrian Center and Owner agrees to pay board at the then current rate as rates are revised from time-to time. Boarding fees paid to be paid on or before the fifth day of the current month due. If payment is late past the fifth day will be subject to a late fee of \$25.00 a day. In the event payment is overdue fifteen (15) days, Equestrian Center shall be entitled to place a lien against said horse(s) and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse(s) and/or equipment for the amount due in accordance with the laws of the State of New Hampshire. Equestrian Center reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Equestrian Center's opinion is deemed to be dangerous or undesirable for Equestrian Center's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Agreement shall be deemed terminated

and concluded upon the payment of all fees. A security deposit of \$ _____, payable with this Agreement, shall be refunded to Owner within thirty (30) days of the date of completion of this Agreement. **2. Description of Horse(s) to be Boarded.** Name: Sex: Age: Color: Breed: Registration/Tattoo(if applicable): 2 Number (if applicable): Insurance Carrier, Policy and phone number (if applicable): **3. Feed, Facilities, and Services.** Equestrian Center agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the horse(s). Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefor are as posted in the office of Equestrian Center and are subject to change at Equestrian Center's discretion. **4. Risk of Loss.** DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF EQUESTRIAN CENTER, EQUESTRIAN CENTER SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S). This includes, but is not limited to any personal injury or disability suffered by the horse while at the Equestrian Center. Owner understands that Equestrian Center does not carry any insurance on any horse(s) 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 Equestrian Center are to be borne by the Owner. Equestrian Center strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner. OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE EQUESTRIAN CENTER WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK. THE STANDARD OF CARE APPLICABLE TO EQUESTRIAN CENTER IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL EQUESTRIAN CENTER BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY. **5. Hold Harmless.** Owner agrees to hold Equestrian Center and its owners, agents, employees, successors or assigns, lessors and joint venturers harmless from any and all liability, damages, claims, demands, actions and causes of action whatsoever (collectively "claims"), including but not limited to legal fees and expenses incurred by Equestrian Center in defense of such claims, both in law and in equity for

personal injury, conscious suffering, death or property damage caused by Owner's horse(s), Owner, Owner's guests or invitees to anyone, and defend Equestrian Center and its owners, agents, employees, successors or assigns, lessors and joint venturers from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Equestrian Center. **6. Emergency Care.** Equestrian Center agrees to attempt to contact Owner should Equestrian Center feel that medical treatment is needed for said horse(s), but, if Equestrian Center is unable to contact Owner, Equestrian Center is then authorized to secure emergency, veterinary, and blacksmith 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 Equestrian Center is authorized, as Owner's agent, to arrange direct billing to Owner. EQUESTRIAN CENTER SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS EQUESTRIAN CENTER IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES. Owner agrees to notify Equestrian Center 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 Equestrian Center 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). **7. Shoeing, Worming and Vaccinations.** Owner agrees that Equestrian Center will worm horse(s) on Equestrian Center's regular schedule at Owners expense. Owner will provide the necessary shoeing of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Equestrian Center with all health records with regard to the horse(s). Owner agrees to have the horse(s) vaccinated with the vaccines required by the Equestrian Center on a regular schedule, and in the event same is not accomplished and proof of same presented to Equestrian Center within thirty (30) days from the date of such services or veterinary treatment, Equestrian Center is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Equestrian Center of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. **8. Ownership-Coggins Test.** Owner warrants that he owns the horse(s) and will provide proof satisfactory to Equestrian Center of the negative Coggins test upon request. **9. Rules and Regulations; Lessons and Training Rides.** The Owner agrees to abide by all the rules and regulations of the Equestrian Center. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s). **10. Right of Lien.** The Owner is put on notice that Equestrian Center has a right of lien as set forth in the laws of the State of New Hampshire, 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) until the amount of said indebtedness is discharged. However, Equestrian Center 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 value of the horse(s). In the event Equestrian Center exercises Equestrian Center'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 Equestrian Center's representatives setting forth the material facts of the default and foreclosure as well as Equestrian Center'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 \$500.00 will be assessed. **11. Property in Storage on Equestrian Center's Premises.** Owner may store certain tack and equipment on the premises of Equestrian Center at no additional charge to Owner. However, Equestrian Center shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Equestrian Center as same is stored at the Owner's risk. Equestrian Center shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises, for more than two consecutive days will be subject to a \$25.00/day storage cost. **12. Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as those 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

acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Owner assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Owner agrees to abide by and follow Equestrian Center's rules and regulations which, shall be posted and/or made available from time to time. Owner further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Owner. Owner assumes all risks therefor and warrants a full and fair disclosure of Owner's abilities has been made to Equestrian Center. Owner expressly releases Equestrian Center and its owners, agents, employees, successors or assigns, lessors and joint venturers from any and all liability, damages claims, demands, actions and causes of action whatsoever (collectively "claims"), including but not limited to legal fees and expenses incurred by Equestrian Center in defense of such claims, both in law and equity, for personal injury, conscious suffering, death or property damage sustained by Owner or others while using Equestrian Center facilities or participating in any of the activities conducted by Equestrian Center, even if caused by negligence (if allowed by the laws of the State of New Hampshire) by Equestrian Center or its owners, representatives, agents or employees. 5 Warning Under New Hampshire law, an equine professional, or any other person engaged in an equine activity, shall not be liable for an injury or the death of a participant resulting from the inherent risks of equine activities pursuant to New Hampshire Revised Statutes § 508:19 (2001). OWNER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND EQUESTRIAN CENTER AND ITS OWNERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, LESSORS AND JOINT VENTURERS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING LEGAL FEES AND EXPENSES, IN BOTH LAW AND EQUITY, WHICH MAY BE INITIATED AGAINST ANY OF THE FOREGOING BY ANY PERSON ARISING FROM OR CONNECTED WITH OWNER'S USE OF OR PRESENCE UPON THE PROPERTY OF EQUESTRIAN CENTER AND THE FACILITIES LOCATED THEREON. **13. 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 Equestrian Center 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 Equestrian Center of any late payment shall not constitute a waiver of subsequent due dates or determinations of default. **14. Assignment.** This Agreement may not be assigned by Owner without the express written consent of Equestrian Center. **15. Changes or Termination of This Agreement.** This Agreement may be terminated by either party upon thirty (30) days notice. Equestrian Center may modify the terms of the Agreement upon thirty (30) days' notice. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Equestrian Center's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Equestrian Center. **16. Entire Agreement.** This Agreement 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 Agreement is made and entered into in the State of Hampshire, and shall be enforced and interpreted in accordance with the laws of said State. **17. Enforceability of Agreement.** In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Wolf Creek Stables llc

By:

Name:

Title:

OWNER (OR AUTHORIZED AGENT)

By:

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR):

Address:

Telephone: circle one: (work), (home), (cell)

Name of Horse:

Age of Horse:

Color of Horse:

Sex of Horse:

Breed:

Registration/ID No. (if any):

Current liability insurer:

Policy No.:

Insurer Phone No.:

List any Special Instructions to Operator here (if none, write "None"):

List any Horse's Propensities, Habits or Vices:

Vet and blacksmith name and phone number (or any vendor you use)

CREDIT CARD AUTHORIZATION FORM

I, _____ authorize the use of my credit card for charges incurred at Wolf
Creek Stables LLC. PLEASE PRINT THE FOLLOWING INFORMATION

Name of Card Holder _____

Billing Address State Zip Code _____

Credit Card Number Expires On Security Code: _____

Today's Date: _____

Email: _____

Signature: _____