



THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated _____, made by and between Gallop to Growth, PLLC hereinafter referred to as 'STABLE', providing services as an independent contractor located at 1010 S. Angel Street, Layton UT 84041 and _____ residing at _____, hereinafter referred to as 'OWNER', owner of the hereinafter-described horse(s). These parties warrant that they have the right to enter into this AGREEMENT.

1. Fees, Term and Location

In consideration of \$ _____ per horse per month paid by OWNER in advance on the 1st day of each month, STABLE agrees to board the herein described horse(s) on a month-to-month basis commencing _____ (date). Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month. A \$50 late fee will be added to board cost after the 10th day, no exceptions. Also, a \$25 fee on returned check will be charged. These fees are subject to change given 30 days written notice to Owner by Stable.

2. Description of Horse(s)

Name: _____ Age: _____
 Color: _____ Sex: _____
 Breed: _____
 Registration/Tattoo Number (if applicable): _____
 Value of Horse: \$ _____

To ensure that all horses are protected please provide the most recent dated for the following:

<u>Date Due</u>		<u>Date Performed</u>
_____	Flu	_____
_____	Rhino	_____
_____	Tetanus	_____
_____	West Nile	_____
_____	Other _____	_____
_____	Worming type last used _____	_____

(Rotate worming every 60 days)

(In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this section 2, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.)

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).
 Stall _____ (Indoor or Outdoor).

Turn-Out daily.

Hay _____ pounds of hay per day fed _____ times per day.

Hay Type _____ Specify type if applicable.

Additional Feed/Supplements can be provided per request at an additional cost of \$25 per month.

STABLE will not provide the necessary shoeing and worming of the horse and will be the responsibility of the OWNER. Nor shall STABLE provide grooming for said horse(s).

Furthermore, it is expressly recognized and understood that the boarding of said horse(s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or it's employees, officers, agents and/or family members.

4. Exercise

The OWNER shall be solely responsible for the exercise of the horse(s) and it is expressly understood by OWNER that the horses will be turned out daily only and not include exercise.

5. Ownership/Coggins Test

OWNER warrants that it owns said horse(s), that there are no liens against said horse(s), express or implied by law, and will provide prior to time of delivery of said horse(s), to STABLE, proof satisfactory of a negative Coggins test current within the twelve-month period immediately preceding delivery of the horse to STABLE.

6. 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(s). This includes, but is not limited to, any personal injury or disability the horse may receive while on 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.

7. Hold Harmless

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse(s), OWNER or his guests and invitees, to anyone, including but no limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

8. **OWNER** warrants that he or 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.

9. 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.

10. 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 and his 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: STABLE safety rules; STABLE hours of operation; Notice of required release and waiver for minors; Statement of applicable state equine liability laws; and required veterinary care.

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.

11. 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 a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred because of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the fifth day of the month and immediately in the event of termination. Failure to make 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.

12. Assignment

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

13. Notice of Termination

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

14. 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 Utah, 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. Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicable before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. If the parties are unable to successfully resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according

to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Utah.

Executed at _____ on the date first set forth above.

“STABLE”

By: _____

Address: _____

Telephone: _____

“OWNER”

By: _____

Address: _____

Telephone: _____