

2534 E. Vermontville Hwy.

Charlotte, MI 48813

**BOARDING AGREEMENT**

This Agreement (“Agreement”) is entered into between High Point Stables, LLC (“HPS”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner(s)”) hereinafter collectively referred to as “Parties,” for the purpose of memorializing the terms and conditions regarding the boarding of Owner’s horse(s) at HPS.

1. **FEES AND SERVICE TERMS:**
	1. **Type of Boarding:**

Please check one Stall Board Pasture Board

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* 1. **Boarding Fee and Schedule:**

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_ dollars per month (check or cash only) paid by Owner prior to the first of each month, HPS agrees to board subject horse(s) beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the following specified basis:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Feed:**

See Section 4.4

* 1. **Blanketing:**

See Section 4.8

* 1. **Rate Changes:**

Rates are subject to change upon 30-day written notice by HPS to Owner.

* 1. **Delinquency:**

In the event said payment is overdue by five or more days, a twenty-dollar late fee will be added to Owner’s balance, along with five dollars per day for each additional day (beginning with day six) payment is delayed. Late fees are due immediately upon receipt and balance must be paid in full at time Owner pays late payment to HPS. Late fees will continue to accrue until the balance is brought to zero. Additionally, in the event said payment is overdue by ten days, HPS will be entitled to exert a lien against subject horse(s), and all Owner’s property upon the premises, beginning day ten (Due Date plus ten days. For boarding, this would be the 11th of every month). HPS shall be entitled to enforce said lien and foreclose its interest against subject horse(s) and/or equipment for the amount due in accordance with the laws of the state of Michigan.

* 1. **Checks:**

All checks should be made payable to “High Point Stables, LLC.” In the event of a returned check, regardless of reason, if not the fault of HPS, a fee of $35 dollars will apply.

* 1. **Termination:**

Owner may terminate Agreement if subject horse(s) die(s), is sold, upon thirty days written notice to HPS, or unilaterally by HPS as otherwise outlined herein. In the event that subject horse is sold prior to expiration of the thirty days’ notice, owner is still responsible for board payments for the full thirty days. Agreement will remain in full force and effect until HPS is paid all fees incurred up to the date of termination of Agreement. After all fees have been paid in full, Agreement is concluded, at which time any outstanding property belonging to Owner will be returned to Owner.

* 1. **Due at Signing:**

Upon signing this agreement, a payment of the first month’s boarding fee is due. Proration may apply.

1. **OWNER INFORMATION:**
	1. **Contact Information and Updates:**

The Owner agrees to supply all necessary contact information for both general and emergency purposes. If any of Owner’s information changes, Owner agrees to contact HPS immediately and supply any new information. This information is for use by HPS and its employees and will not be distributed or published in any manner without Owner consent.

* 1. **Owner Identification Specifics:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License: State: \_\_\_\_\_\_\_ Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_

* 1. **Secondary Emergency Contact Information**

If listed, Owner authorizes Secondary Emergency Contact to make all decisions necessary in case of emergency in regard to health and safety of subject horse(s). Check here if Secondary Emergency Contact is to double as an emergency contact in the case of health and safety of riders as well

Secondary Emergency Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship to Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **HORSE INFORMATION:**
	1. **Material Horse Information and Updates:**

Owner agrees to supply all necessary and needed information about subject horse(s). This information is for use by HPS and its employees and will not be distributed or published in any manner without Owner consent.

* 1. **Horse Identification Specifics:**

Name (registered name, if registered, and barn name):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: \_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age/DOB: \_\_\_\_\_\_\_\_\_\_\_\_ Registration #/Tattoo: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance CompanyPhone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Value of Horse (owner estimated or insured amount): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Multiple Horses:**

Check here if multiple horses and refer to addendum for specifics:

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* 1. **Health and Safety:**

Owner represents that the horse(s) described in Section 3.2 & 3.3 above is/are free from transmittable illnesses or diseases and is/are dewormed and current on routine equine immunizations. Owner represents that the horse(s) is/are trained to lead safely and is/are reasonably safe to handle. Upon HPS’ request, Owner must provide current copy of negative Coggins test that was taken and issued by a licensed veterinarian within the calendar year as well as proof of recent deworming and inoculations.

* 1. **Dangerous Propensities:**

Any such qualities of subject horse(s) are listed as follows and are to the best of Owner’s knowledge and belief. Owner acknowledges that this list may be incomplete and accepts all responsibility related to what is and is not listed as it pertains to the subject Horse(s)’ dangerous propensities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **FEED, FACILITIES, AND SERVICES**
	1. **Feed & Facilities:**

HPS agrees to provide adequate feed and facilities for normal and reasonable care required tomaintain the health and well-being of the horse(s). **Owner acknowledges that he/she has inspected the facilities and finds facilities in safe and proper order.** \_\_\_\_\_\_\_\_\_\_ (Owner Initials).

* 1. **Changes to Services:**

These services are subject to change and Owner will be notified in writing upon any changes.

* 1. **Moving, Restraining, & Training of Subject Horses:**

HPS and its employees’ reserve the right to use reasonable and customary practices, restraints, and/or training implements to handle or move the horse(s) should it be necessary.

* 1. **Feed:**

Some horses at HPS maintain a healthy weight on forage alone. Horses are fed up to 10 pounds of quality hay per day. If horses require grain, HPS can accommodate for an additional charge based on their individual needs. Likewise, extra mounts of hay, grain, or other items may be arranged at an additional cost to Owner. If Owner chooses to provide their own grain, HPS can oversee its distribution for an additional charge. Owner-supplied supplements and/or medications applied to the feed can be added to the feed by HPS as instructed if Owner is willing to package it as directed by HPS. This is offered at no extra charge.

* 1. **Full Board Horses:**

Full board horses are turned out daily, weather permitting, and stalls are cleaned out daily. One bag of bedding is added weekly, and additional bedding is available as needed for an additional cost.

* 1. **Pasture Board Horses:**

Pasture board horses have access to shelter.

* 1. **Tack Storage:**

All boarders are given space to store two saddles, two bridles, a grooming tote, and a medium size tack box per boarded horse.

* 1. **Blanketing:**

Blanketing can be arranged with HPS for an additional charge of \_\_\_\_\_ dollars per blanketing. Prior month’s blanketing fees must be paid in full along with the following month’s boarding fees.

1. **RISK OF LOSS AND STANDARD OF CARE**
	1. **General Liability:**

During the time subject horse(s) is/are in custody of HPS, HPS shall not be liable for any sickness, disease, astray, theft, injury, or death which may be suffered by the horse(s) or any other cause of action. This includes without limitation, any personal injury, disability, or death the Owner or Owner’s guest may incur on HPS’ premises, including death of the horse(s) itself.

* 1. **Death of Horse:**

Despite this section, in the event HPS is deemed liable in a Court of competent jurisdiction for any such loss, in no event shall HPS be held liable to Owner for equine death or injury in any amount in excess of $2,500 per animal. Owner agrees to obtain equine insurance for any animals valued in excess of two thousand five hundred dollars at Owner’s expense or forego any claim for amount in excess of $2,500. In the event Owner obtains insurance, Owner agrees to disclose this entire contract to Owner’s insurance company and provide HPS with the company’s name, address, and policy number. Failure of Owner to disclose insurance information to HPS shall be at the Owner’s risk.

* 1. **HPS Insurance:**

Owner fully understands that HPS does not carry any insurance on any horse not owned by HPS. All risks connected with the ownership and boarding of subject horse(s) is/are to be the responsibility of the Owner regardless of nature, including, without limitation, public liability, accidental injury, theft, medical, surgical, or mortality of Owner’s horse(s).HPS strongly suggests Owner consults with an insurance professional to discuss the benefits and specifics of carrying insurance in the event of any such occurrence.

* 1. **Hold Harmless.**

Owner agrees to defend, indemnify, save, and hold harmless HPS and its principals, agents, and affiliates from and against any loss, liability, damage, attorney fees or costs and all claims arising from or in any way connected with damage or injury caused by Owner or Owner’s horse to anyone whether stemming from horse’s conduct or Owners or guest’s actions and defend HPS from any such claims. Owner agrees to disclose any hazardous or dangerous propensities of horse(s) boarded with HPS as outlined in Section 3.5 herein.

* 1. **Emergency Care:**

HPS agrees to attempt to contact Owner should HPS, its agents, or employee’s feel that medical or farrier attention is required for Owner’s horse(s). If HPS, its agents, or employees are unable to contact Owner, an attempt will be made to contact the emergency contact person listed herein. If any or all of these attempts are unsuccessful and HPS is unable to reach anyone within a reasonable time considering the nature of said emergency (to be judged and determined solely by HPS), HPS is to be deemed authorized to secure emergency veterinary, and/or farrier care as required for the health and wellbeing of the affected horse(s). In the event a Veterinarian deems the illness or injury to be life-threatening, HPS is authorized by Owner to contract with Veterinarian on the part of Owner for any medical and/or surgical care required to save the life of the horse(s). This includes, without limitation, colic, fractured bone, or other life-threatening illness. If Owner chooses to opt out of this authorization or apply a maximum authorized dollar amount, the details of which are outlined in section 5.6 herein. If emergency is near fatal and attending veterinarian strongly recommends euthanasia, Owner gives HPS consent for Euthanasia. All necessary and required attempts will be made to contact Owner or Owner’s emergency contact for direct permission first. Owner will be responsible for removal, burial, and/or cremation of Owner’s horse(s) as soon after euthanasia as possible. All costs of any care secured for this purpose shall be billed directly to Owner. If HPS is not able to arrange direct billing to Owner, HPS will pay emergency bill up to $500 which will be due within seven calendar days from the date of presentation of paid bill to Owner. Delinquencies will be handled as outlined in Section 1.7 herein.

* 1. **Emergency Specifications as Referenced in Section 5.5:**

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* 1. **Emergency Contact Information:**

Owner agrees to notify HPS of any changes of address, phone numbers, emergency contacts, itineraries, or other information necessary to contact the Owner in case of an emergency. In the event that Owner departs for vacation, work, etc. or is otherwise expected to be unavailable, Owner shall notify HPS as to the contact that is able to make decisions in regard to the health and well-being of Owner’s horse(s) prior to departure. This is in correlation with Section 2.1 herein and pertains to both emergency and non-emergency care.

1. **LIMITATION OF ACTIONS**
	1. **General:**

Any action or claim brought about by Owner against HPS for breach of this contract or for loss due to negligence must be brought about within one year of the date such claim or loss occurs.

1. **GENERAL HEALTH PRACTICES**
	1. **Trimming, Shoeing, and Deworming Protocol:**

Owner agrees to provide the necessary trimming and/or shoeing, along with following HPS’ deworming protocol. It is recommended to use our barn farrier and get on our barn rotation. It is recommended to use our barn veterinarian and get on our barn schedule.

* 1. **Vaccinations**:

Required vaccinations are Eastern and Western equine encephalomyelitis, Influenza, Tetanus, Strangles, Potomac Horse Fever, West Nile virus, and Rabies. These services can be arranged with HPS or may be scheduled with the veterinarian of Owner’s choice if desired. If Owner arranges for a different veterinarian, Owner is responsible for being present and handling Owner’s horse(s) and providing proof of service to HPS.

* 1. **Frequency & Disclosure**:

Owner agrees to have all routine health practices completed on a regular basis, and agrees to provide HPS with all health records of subject horse(s), upon request. In the event that services are not rendered, HPS is authorized to arrange for completion of treatment in question but is not obligated to do so. Associated expense shall be the obligation of Owner and will be due within seven calendar days.

* 1. **Coggins:**

Owner agrees to maintain a current Coggins test on Owner’s horse(s). In the State of Michigan, Coggins tests are good for the calendar year, or thirteen (13) months if drawn in the month of December.

* 1. **Dentistry:**

Equine dentists are not covered under the Michigan Equine Activity Liability Act because they are not professionally recognized. If an equine dentist is utilized, they must testify they are NOT state licensed AND provide a copy of their malpractice and liability insurance. It is recommended to use a licensed veterinarian for equine dentistry work.

1. **OWNERSHIP**
	1. Owner warrants they are the owner of record of the horse(s) listed in this agreement or have the express authority of the actual owner of record to enter into this Contract and to board subject horse(s) with HPS. If Owner is not the record of owner of subject horse(s), the person signing as Owner nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder. All owners of subject horse(s) warrant they have good and clear title, and the horse(s) is/are free from any liens or encumbrances by law, whether expressed or implied.
2. **CHANGES OR TERMINATION**
	1. **Changes in General:**

It is agreed by Parties that Agreement may be changed or terminated upon thirty-daywritten notice and signed by both Parties. All notices must be issued in writing unless otherwise agreed upon by Parties, and documented as such.

* 1. **Rate Changes:** The posting of updated rate schedule/regulation changes in a conspicuous or open place in HPS tack rooms shall constitute sufficient notice for the purposes of this section of any rate/regulation changes as may be deemed appropriate by HPS.
1. **RULES AND PROCEDURES**
	1. **General:**

Owner agrees to abide by HPS Rules and procedures. Owner agrees that they and all of their guests and invitees will abide by and be bound by the Barn Rules and procedures. Owner also agrees to accept full responsibility for the conduct of all guests and invitees. HPS may revise these rules and procedures from time to time and Owner agrees that any revision will have the same force and effect as the current barn rules and procedures. Failure, as determined by the sole discretion of HPS, of Owner or Owner’s guests and invitees to abide by HPS’ rules and procedures may result in HPS declaring Owner in default hereunder and result in termination of this Contract as governed by Section 1.9 herein.

* 1. **Rules and Procedures Agreement:**

All rates include full use of the boarding facility as outlined in the Rules and Procedures Agreement (“RAP”) provided by HPS. **By signing Agreement, Owner both acknowledges receipt of, and agreement to RAP and its terms and conditions** \_\_\_\_\_\_\_\_ (Owner initials).

* 1. **Unattended Guests:**

In the event someone other than the Owner shall call for the subject horse(s), such person must have written authority signed by Owner to obtain subject horse(s).

* 1. **Removal of Horse from HPS Grounds:**

If Owner is removing subject horse(s) from HPS property for any reason, Owner agrees to inform HPS prior to subject horse(s) leaving.

1. **RIGHT OF LIEN**
	1. Owner is put on notice that HPS has a right of lien as set forth by the laws of the State of Michigan for the amount due for the board, keep, and care of subject horse(s), and any related storage and services. HPS shall have the right, without due process of law, to retain subject horse(s) until the amount of said indebtedness is paid in full or otherwise discharged by a court of competent jurisdiction. HPS, however, will not be obligated to retain and/or maintain subject horse(s) in the event the amount of the bill exceeds the anticipated unregistered value of subject horse(s). In the event HPS exercises HPS’ right of lien as described herein for non-payment, this Contract shall constitute a *Bill of Sale* and authorization to process transfer applications from any breed registration as may be applicable to subject horse(s) upon affidavit by HPS’ representatives setting forth the material facts of the default and foreclosure as well as HPS’ compliance with foreclosure proceedings as required by law.
	2. **Attorney Fees:**

In the event collection of the account is turned over to an attorney, Owner agrees to pay all attorney fees, costs, and other related expenses for which a minimum charge of $250 will be assessed.

1. **PROPERTY IN STORAGE ON HPS’ PREMISES**
	1. **General:**

Owner may store certain tack and equipment on the premises of HPS at no additional charge to Owner. Horse trailers may be stored on HPS premises in the designated area for the amount of $20.00 per month.

* 1. **Loss or Theft:**

HPS shall not be held liable for the theft, loss, damage or disappearance of any tack, equipment, trailer, or other personal property stored on HPS premises under any circumstances.

1. **INHERENT RISKS AND ASSUMPTION OF RISK**
	1. **What May Go Wrong:**

Owner acknowledges there are inherent risks associated with equine activities and expressly assumes all risks and responsibility associated with participating in such activities. Inherent risks include, without limitation, the propensity of equines to run, buck, bite, kick, shy, stumble, rear, fall, step upon people and property, and the unpredictability of an equine’s reaction to such things as sounds; sudden movements; and unfamiliar objects, persons, other animals, and certain hazards such as surface and subsurface conditions; 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.

* 1. **Possible Injuries:**

Equine activities may result in injury and harm spanning from, without limitation, scrapes, bumps, and bruises to dismemberment and death.

* 1. **Express and Full Liability Release:**

Owner expressly releases HPS from all claims for personal injury or property damage, regardless of amount, even if due to negligence (if allowed by the laws of this State) on the part of HPS or its representatives, agents, or employees.

1. **FORCE MAJEURE**
	1. **Definition:**

“Force Majeure” means an event that is beyond a non-performing Party’s reasonable control, including acts of God; strikes, lockouts, or other industrial/labor disputes; war; riot; civil commotion; terrorist act; malicious damage; epidemics; quarantines; fire; flood; storm or natural disaster.

* 1. **Liability:**

No liability shall result from delay in performance or non-performance, in whole or in part, by either of the Parties to the extent that such delay or non-performance is caused by an event of Force Majeure.

* 1. **Exceptions:**

Force Majeure does not to apply to failure to make payment for services rendered.

* 1. **Specifics:**

The Force Majeure Party shall, within five (5) days of the occurrence of the Force Majeure event, give written notice to the other Party stating the nature of the Force Majeure event, its anticipated duration, and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the Force Majeure Party shall use best endeavors without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for 60 days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such event of Force Majeure, the Parties shall meet and discuss in good faith any amendments to this Agreement to permit the other Party to exercise its rights under this Agreement. If the Parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other Party may terminate this Agreement immediately by written notice to the Force Majeure Party, in which case neither Party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination, and such liabilities will be governed as outlined in Section 1.9 herein.

1. **PROHIBITED ACTIVITIES**
	1. **General:**

Prohibited activities include, without limitation, smoking in or within 10 feet of any barn; use of an open flame anywhere on the premise without express permission from HPS; and feeding, turning-out, walking, riding, working, saddling, injuring, whipping, harassing, or otherwise use of or interaction with any horse at HPS not owned by Owner without permission of HPS or owner of said horse. Owner agrees that neither they nor their guests or invitees will participate in any of these aforementioned activities.

* 1. **Authorized Personnel:**

Owner also agrees that if anyone is to be allowed to handle, turn-out, administer medications and/or ride subject horse(s), then Owner will provide a full Authorized User information sheet for each Authorized User. HPS has discretion when and under what circumstances to allow Owner’s Authorized Users to have access to subject horse(s) and HPS’ facilities.

1. **ENTIRE CONTRACT**
	1. **General:**

Agreement represents the entire agreement between Parties. No other agreements, promises, or representations, verbal or implied, are included unless specifically stated in Agreement. Agreement is made and entered into in Michigan and will be enforced and interpreted in accordance with Michigan Law.

1. **ENFORCEABILITY OF CONTRACT AND SEVERABILITY**
	1. **General:**

If one or more sections of Agreement are found to be unenforceable or illegal, all other sections of Agreement shall be deemed in full force and effect.

1. **COMPREHENSION**
	1. **General:**

Parties hereby affirm and acknowledge they have been given the opportunity to obtainindependent legal review of Agreement by an attorney of their choosing, they have read Agreement in its entirety, it is in plain language, and they fully understand and appreciate the meaning of each of its terms.

1. **IF OWNER IS A MINOR**
	1. **General:**

If owner is a minor, signature of at least one parent or legal guardian is required. The signing of this contract by one parent or legal guardian constitutes, for purposes of this contract, to be viewed as agreement and a waiver of all rights by and other non-signing parent or legal guardian.

**HPS Authorized Agent**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Owner (or Authorized Agent)**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_