



OVERNIGHT BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration, receipt of which is hereby acknowledged, dated the _____ made by and between **JESKE EQUESTRIAN, LLC**, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at W15236/W15266 Taylor Road, Taylor, WI 54659 and _____, hereinafter referred to as 'OWNER'. Owner or Agent for the 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

2. Feed and Facilities

FARM agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animal (s).

Stall 2-12x10 minimum size stall

Turn-Out _____ maximum number of horses pastures or paddock (turn-out) on a daily basis.

Grain _____ pounds of grain per day fed ___ times per day

Supplements (owner provided) _____

Hay _____ flakes hay per day fed _____ times per day

Hay Type _____ specify type if applicable

Special Instructions to STABLE:

3. Ownership/Coggins Test/Health certificate

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, as well as vaccination record current or health certificate within the twelve month period immediately upon delivery of the horse to STABLE.

4. 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. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that FARM 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.

5. Hold Harmless

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

6. Liability Insurance

OWNER warrants that he 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.

7. 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.

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 amicably 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. In the event that 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 WISCONSIN.

Executed on the date first set forth above.

"STABLE"

By: JESKE EQUESTRIAN, LLC (Julie or Craig Jeske)

Address: W15236/15266 Taylor Road Taylor, WI 54659

Telephone: 715-928-2006

_____ Date: _____

"OWNER" (or AGENT for Owner)

Address:

_____ Date: _____