

BOARDING AGREEMENT – GRASSLAND RANCH

THIS AGREEMENT (hereinafter, the “agreement”), for good and valuable consideration receipt of which is hereby acknowledged, dated the ____ day of _____, 20__ made by and between Grassland Ranch(hereinafter referred to as “Grassland”), and _____ owner of the hereinafter described horse or horses (hereinafter referred to as “Owner”). Grassland and the Owner hereby warrant and affirm they both have the right and legal capacity to enter into this agreement.

I. FEES, TERM, AND LOCATION

In consideration of cost per horse paid by Owner in advance on the **10th day** of each month, Grassland agrees to board the hereinafter described horse or horses at Grassland’s physical facilities. Said boarding shall begin on the ____ day of _____, 20__. Any partial month shall be paid on a pro-rata basis based on the actual number of days the horse or horses are boarded in a standard thirty (30) day month. Owner agrees to pay the monthly rate checked below. In the event that an annual contract term is broken prior to the expiration of one year after above date, the owner agrees to pay a fee equal to the total of two months of contract term marked below. In the event that a payment is over 10 days late a 15% charge of the amount owed will be assessed. Late payments will be accepted up to 60 days past due. After the 60th day a payment is late the boarder will be in default of contract and subject to eviction.

| Full/Stall Board | | Pasture Board | |
|----------------------------------|---------------------|----------------------------------|---------------------|
| <u>Contract Term</u> | <u>Monthly Rate</u> | <u>Contract Term</u> | <u>Monthly Rate</u> |
| <input type="checkbox"/> Monthly | \$400.00 | <input type="checkbox"/> Monthly | \$200.00 |
| <input type="checkbox"/> Annual | \$375.00 | <input type="checkbox"/> Annual | \$175.00 |

INITIAL HERE: _____

II. DESCRIPTION OF HORSE OR HORSES

Name: _____
Age: _____
Color: _____
Sex: _____
Breed: _____
Registration / Tattoo Number, if applicable: _____
Estimated value of Horse: _____

() Check here if any additional horses are boarded pursuant to this agreement. If any additional horses are boarded pursuant to this agreement, the same information as listed on page 1 (one) of this contract is to be attached to this agreement and incorporated in full as exhibit “A.” If this agreement governs the boarding of more than one horse, it is

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understood that all terms and conditions used in this contract apply to each and every horse boarded pursuant to this agreement.

III. FEED AND FACILITIES

Grassland agrees to provide normal and reasonable care and handling to maintain the health and well-being of the horse, specifically:

1. Stalls shall be of a minimum size of 100 square feet.
2. Grassland will provide adequate feed, pasture, water, mineral salt, and shelter to ensure the health and well-being of the horse in stall board. Grassland will provide minerals, pasture, hay, water, and shelter to horses in pasture board.

Standard Feeding will be as Follows: (Any specific requests)

The horse or horses will be turned out daily.

3. Grassland will / will not provide shoeing and worming of the horse as is reasonably necessary. Any additional expense for shoeing and worming incurred by Grassland will be charged to the Owner, and will be payable upon the due date for the next month's boarding of the horse.

4. Grassland will / will not provide reasonable grooming for the horse. The fees for said grooming will / will not be included within the monthly boarding fee.

5. If the Owner desires care, feeding, or other arrangements in addition to or in lieu of the above, specify as follows or list as not applicable:

6. It is expressly agreed that this agreement is NOT a personal services contract, and that any services provided pursuant to this agreement may be performed by Grassland and/or any of Grassland's employees, officers, agents, and/or family members of the same.

IV. EXERCISE

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The Owner shall be solely responsible for the exercise of the horse except as may be specifically listed above in section III of the agreement.

V. OWNERSHIP AND NEGATIVE COGGINS TEST

The Owner hereby warrants that he or she owns the horse herein listed above at section II and any exhibit attached to this agreement. The Owner hereby warrants that there are no liens outstanding against the horse whether express or implied. The Owner agrees to provide Grassland with written proof of a negative Coggins test for Equine Infections Anemia within the last twelve (12) months for each and every horse **PRIOR TO** delivery of the horse to Grassland's physical premises.

VI. RISK OF LOSS

The Owner agrees that Grassland shall not be responsible for any sickness, disease, theft, death, or injury which may be suffered by the horse, including any injury or disability the horse may suffer while on Grassland's physical premises. The Owner knows and understands that Grassland does not carry insurance of any type on any horse not actually owned by Grassland or its members, employees, officers, agents, or family members of the same. The Owner knows and understands that any and all risks related to the boarding of the horse are borne by the Owner.

VII. WAIVER OF LIABILITY

The Owner agrees to indemnify and hold Grassland harmless from any claim resulting from damage or injury caused by the horse. Such claims shall include, but are expressly not limited to, any claim resulting from injury to the Owner, any guests or invitee of the Owner, and any other person present at Grassland's physical premises. The Owner specifically warrants that he or she agrees that Grassland and its members, employees, officers, and/or agents will not be liable for any claim resulting from alleged negligence of Grassland and its members, employees, officers, and/or agents.

INITIAL HERE: _____

VIII. EMERGENCY CARE

Grassland agrees to attempt to contact the Owner at:

_____ in the event Grassland or its members, employees, officers, and/or agents should feel that the horse requires medical attention. However, in the event that Grassland cannot reach the Owner within a reasonable timeframe, which time is to be judged solely by Grassland or its employees, officers, and/or agents, Grassland is hereby authorized to secure emergency veterinary or blacksmith care by any licensed provider of said care selected by Grassland. Such care shall be of a nature and to the extent determined by Grassland to

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be required for the health and well-being of the horse. The cost of any such emergency care shall be due and payable to Grassland by the Owner within fifteen (15) days from the date the Owner receives notice thereof. Notwithstanding this, the Owner hereby authorizes Grassland to arrange for direct billing by any such emergency care provider to the Owner.

IX. STABLE RULES

The Owner hereby acknowledges receipt of Grassland's current stable rules, which are hereby incorporated by reference into this agreement. The Owner agrees to be bound by the stable rules, and accepts full responsibility for any of the Owner's guests or invitees' compliance with these rules. Grassland hereby reserves the right to revise the stable rules from time to time, and the Owner hereby agrees that any such revisions shall have the same force and effect as the current rules. A determination of failure to abide by the stable rules shall be in the sole discretion of Grassland and its employees, officers, and/or agents.

X. DEFAULT

Should the Owner default upon or otherwise be in material breach of the terms of this agreement, Grassland will have the right to recover attorney's fees and expenses incurred as a result of such default or breach in addition to any legal remedies available to Grassland under Alabama or other applicable law. Any monthly payment due to Grassland pursuant to this agreement shall be considered payable by the fifth (5th) day of the month, and immediately in the event of termination of the agreement. Failure to make any such payment shall place the Owner in default under this agreement. Acceptance of a late payment shall not constitute a waiver of any subsequent due date or determination of default.

XI. ASSIGNMENT

This agreement may not be assigned by the Owner without the express written consent of Grassland.

XII. NOTICE OF TERMINATION

The Owner agrees to give at least thirty (30) days notice to Grassland in the event that the Owner wishes to terminate this agreement.

XIII. RIGHT OF LIEN

The Owner is put on notice that Grassland has and may assert and exercise a right of lien, as provided for under Alabama and any other applicable law, for any amount due pursuant to this agreement. The Owner specifically recognizes that a lien may attach to

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the horse or horses boarded pursuant to this agreement after two (2) months of non-payment or partial payment of any monies due to Grassland, and that Grassland will thereafter be authorized to sell the horse or horses to recover any loss incurred by Grassland as a result of same.

XIV. SEVERABILITY

If any provision of this agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid, and/or unenforceable provision as may be possible and be legal, valid, and enforceable.

XV. MERGER / INTEGRATION / FULL UNDERSTANDING

This agreement constitutes the full and complete understanding of Grassland and the Owner regarding all matters contained herein, and all matters reasonably related to the same. This writing constitutes a full integration or merger of the agreement between Grassland and the Owner. Any additional oral agreement or any other terms not expressly contained within this agreement, or else not expressly incorporated into this agreement by reference, are of no effect and void. Any subsequent modification of this agreement must be in writing and signed by Grassland via an authorized employee, officer, and/or agent and the Owner.

XVI. STATUTORY WARNING

Pursuant to section 6-5-337 of the Alabama Code, the following warning notice is included in this agreement:

WARNING Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

The Owner explicitly agrees that he or she has read and understood this warning. The Owner explicitly agrees that Grassland is an equine activity sponsor within the meaning of section 6-5-337(b)(4) of the Alabama Code, and that the boarding of the horse and any reasonably related activity pursuant to this agreement constitutes an equine activity for purposes of section 6-5-337(b)(3)(a-g) of the Alabama Code.

INITIAL HERE: _____

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Executed on the above-indicated date by: GRASSLAND RANCH

By: _____
Kevin Andrew Blalock, Member
25055 Airport Road Athens,
Alabama 35614 (931) 722-0968

or,

By: _____
Michael John Bednarski, Member
25055 Airport Road Athens,
Alabama 35614 (414) 828-7660

RIDER Signature: _____

Date: _____

Print Name: _____

Address: _____

DOB: (Year not required): _____

Phone: _____
