

Windhover Farm Boarding Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between Windhover Farm hereafter York Stables, whose name and address is shown below(boarder).

Boarders Name: _____(boarder)

Address: _____
_____ County: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Business Phone: _____

Cell Phone: _____ Email: _____

In consideration of the following premises and mutual covenants, the parties hereto agree to as follows:

1. **Agreement to Board:** Subject to the terms of this Agreement, York Stables agrees to board the horse identified in Appendix A hereto (the "horse") on (check one);

Full Care

- A constant supply of clean, fresh water
- Grain, hay, stall bedding
- Supplements supplied by Boarder and distributed by York Stables
- Private stall assignment with group turnout
- Hay distributed in pasture at discretion of York Stables
- In the event of severe draught or unusually heavy snowfall York stables reserves the right to apply an additional surcharge for extra hay that may be required for Horses health.
- Daily stall cleaning services

Pasture Care (Self Care)

- Group Turnout
- Water Checked
- Hay provided based on seasonal needs and at the discretion of the staff of York Stables

Additional Service and Special Instructions(see Appendix B)

2. **TERM:** The term of this agreement shall commence on _____ and will continue on a monthly basis until terminated by York Stables of the Boarder pursuant to section 20 hereof.

3. **FEES:** (a) Boarder agrees to pay the applicable monthly board rate as set forth in Appendix B hereto (the "board Fee"). The board fee shall be payable in advance, on the first (1st) day of each month, except that the first installment of the Board Fee due under the terms of this agreement shall be payable upon execution of the Agreement. If any Board Fee is not received by York Stables within five (5) calendar days of its due date, the Boarder shall be charged a late fee of \$25.00 plus interest and bookkeeping expense equal to 10% per month of Board Fee, calculated on a daily basis, compounded monthly. In addition, if any check issued by Boarder to York Stables is returned, Boarder must immediately pay York Stables in cash the amount of funds due to York Stables plus a bounced check charge of \$25.00 plus interest and bookkeeping expense equal to 10% per month of Board Fee, calculated on a daily basis, compounded monthly. Should a horse begin boarding after the first of a month, then the Board Fee will be prorated and will be due upon execution of this Agreement.
- a. In addition to the Board Fees, Boarder agrees to pay all expenses incurred in the proper care and maintenance of the Horse including, but not limited to, such expenses relation to veterinarians, blacksmiths, or farriers, medication, transportation of the Horse, and any special feed, grain, or bedding, all of which will be billed directly to Boarder. Boarder authorizes York Stables, as agent, to arrange direct billing to Boarder. Fees for additional services provided to Boarder by York Stables are due within seven (7) of services provided.
 - b. Boarder agrees that all Board Fees are subject to change by York Stables upon not less than thirty (30) days notice. Moreover, Boarder agrees that all other fees and charges are subject to change with no prior notice.
4. **Security Interest:** In order to secure payment of all sums due under this Agreement, Boarder hereby grants to York Stables a security interest in the Horse. As a condition to York Stables accepting the Horse, Boarder shall deliver to York Stables copies of all papers evidencing ownership of the Horse so that York Stables can perfect said security interest. Boarder hereby appoints Fred Simon as irrevocable attorney-in-fact to file such necessary financing statements to perfect said security interest. This Agreement may serve as a financing statement. Upon the failure of Boarder to make payment within thirty (30) days following any due date for amounts payable to York Stables hereunder, York Stables may declare Boarder to be in default hereunder and may exercise rights which are granted to a secured party under Kentucky law. Boarder agrees to pay all reasonable attorney's fees, litigation expenses, court fees, collection costs and related expenses if it becomes necessary for York Stables to retain counsel to assist in the collection of any sums hereunder.

Accordingly, Boarder may not remove the Horse from York Stables premises until all amounts due under this Agreement are paid in full. Boarder is solely responsible for determining whether the Horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations, and/or health certificates whether through York Stables, veterinarians or otherwise. In no event shall York Stables or any of its employees be responsible or liable in any way for said Horse's health, soundness, breeding condition, transportation, and/or care and Boarder shall hold York Stables harmless for same. Boarder understands and agrees that all amounts due to York Stables under this agreement must be paid in full before Boarder will be permitted to remove horse from York Stables premises.

Boarder represents and warrants that except for the following limitations, Boarder is the sole lawful and registered owner of the Horse free and clear of all liens and

encumbrances whatsoever, Boarder had unlimited rights to care and custody of the Horse, and has good and full authority to sell, convey or transfer ownership of the Horse. Please list limitations:

Boarder agrees to notify York Stable of any sale of all or any interest in the Horse within seven (7) days after such event occurs. Notwithstanding a sale of all or any interest in the Horse, Boarder shall remain fully bound by the terms of this Agreement unless otherwise indicated in a written document signed by both parties hereto.

5. **Insurance:** Boarder is responsible for maintaining any and all insurance on the Horse including but not limited to, Major, Medical, Mortality, Loss of Use or personal Liability insurance. Boarder covenants that Boarder shall carry and maintain during this Agreement, at Boarders expense, comprehensive personal liability insurance. Upon request Boarder shall provide York Stables with copies of said insurance policies.
6. **Vaccinations/Test Requirements:** Boarder warrants that the Horse is free of all communicable diseases upon delivery to York Stables premises. Prior to arrival of the Horse, Boarder shall provide York Stables a record of current vaccinations for Rhinopneumonitis, Equine Influenza, Rabies, Strangles, Tetnus, Eastern Encephalomyelitis, Western Encephalomyelitis, and a Negative Coggins performed 6 months prior to arrival. If the Horse arrives without records of such vaccinations and tests, York Stables may, at its discretion, not accept the Horse or provide the vaccinations and tests at Boarders expense. York Stables does not warrant that the vaccinations and tests will provide the anticipated immunity and shall not be responsible for its failure to do so.

Once on the premises, all stabled horses will be vaccinated on the same schedule by York Stables veterinarian. Vaccinations and tests may include Rhinopneumonitis, Equine Influenza, Rabies, Strangles, Tetnus, Eastern Encephalomyelitis, Western Encephalomyelitis, Coggins and any others as recommended by York Stables veterinarian. Boarder agrees to fully abide by the York Stables annual Vaccination program and hereby agrees that the Horse shall fully participate in, and be subject to, said vaccination program. Boarder will be billed directly by the veterinarian and will be responsible for all fees incurred for the Horse.
7. **De-Worming:** York Stables will provide at Boarder's expense, a de-wormer every six to eight weeks for the Horse. The de-worming program is implemented for the Horse's health and well-being and the health and well-being of all stabled horses at York Stables. York Stables follows a rotational de-worming schedule reflected in Appendix-B hereto. Boarder Agrees to fully abide by the York Stables de-worming program. The cost of de-worming is reflected Appendix B hereto. Boarder will be responsible for all expenses related to de-worming. The cost of de-worming will appear in the monthly boarding invoice as de-wormer is administered to the Horse.
8. **Feed and Supplements:** York Stables will provide a customized feed program for the Horse. If Boarder wishes that the Horse to receive feed different than that provided by York Stables, Boarder must supply such feed to York Stables at Boarders own expense. If Boarder elects that the Horse receive additional feed to that supplied by York Stables,

then additional fees may apply. At request of Boarder, York Stables will administer Boarder-supplied supplements at no extra charge. Boarder must supply such supplements at Boarder's sole expense.

9. **Farrier Care:** Boarder is responsible for Farrier care of the Horse at Boarder's expense. If Boarder does not provide appropriate Farrier care and York Stables determines, in its sole discretion, that the Horse's hooves require care, York Stables, will contact Boarder at numbers provided. If York Stables is unable to reach Boarder or the situation is not remedied within 72 hours, York Stables will arrange Farrier care of the Horse and Boarder will be responsible for all expenses related to such care including handling fees. Boarder authorizes York Stables, as agent, to arrange direct billing to boarder.
10. **Urgent Veterinary Care:** If, in York Stables' sole and absolute discretion, the Horse appears to require urgent veterinary care, York Stables will contact Boarder at the numbers provided. If York Stables is unable to reach Boarder promptly, York Stables may, in its sole discretion have a veterinarian administer medical care to the Horse. If veterinarian care is administered to the Horse, Boarder agrees to pay for all expenses related to such veterinary care and all applicable handling fees to York Stables. Boarder authorizes York Stables, as agent to arrange direct billing to Boarder. Boarder understands and agrees that in certain instances, appropriate veterinary care may include surgery and/or euthanasia. If Boarder does not want the Horse to receive certain types of care, including euthanasia, or veterinary care beyond a certain dollar limit, Boarder must notify York Stables of such limitations in writing.
11. **Rules and Regulations:** Boarder agrees to abide by York Stables Rules and Regulations set forth in Appendix C ("Rules and Regulations") hereto and as posted in the York Stables. Boarder agrees to abide by all signs posted on the York Stables property, the roads and the bridle paths. At its discretion, York Stables may amend the Rules and Regulations and Boarder agrees to abide by such amended Rules and Regulations. Violation of the Rules and Regulations will be grounds for termination of this agreement.
12. **Damage to Property:** Boarder agrees to pay for any damage to York Stables property caused by Boarder and/or the Horse or any guest of Boarder, except for damage that is considered normal wear and tear.
13. **Dangerous Condition:** York Stables reserves the right to refuse to accept or keep the Horse if York Stables determines that the Horse may be dangerous to life or property. Boarder agrees to immediately remove the Horse upon notice of such condition.
14. **Loss Resulting from Fire, Acts of Others, Acts of Nature or God:** Boarder agrees to release and hold York Stables Harmless from any and all loss occasioned by fire, vandalism, lightning, floods and/or other acts of God.
15. **Risk of Loss and Indemnity:** Boarder acknowledges that the boarding, care and handling of the Horse contains inherent risk of injury or death of the Horse and Boarder hereby assumes all such risks, both known and unknown. Knowing this, Boarder specifically hereby indemnifies, waives, releases, discharges and holds harmless York Stables, Windhover Farm LLC, Windhover Properties LLC, Windhover Equestrian School LLC, Sara Greiling, Cassie Greiling, Paul Greiling, Liz Englert, their employees, members shareholders, agents and successors and assigns from any and all rights, claims

causes of action or liability for injury, disease, illness, death or disability suffered by the Horse from any cause whatsoever while in the care, custody and control of York Stables.

16. Duties, Rights and Authority: York Stables shall have all reasonable authority and discretion with respect to the keep, maintenance, care, management and supervision of the Horse. Boarder covenants that Boarder has inspected the property and facilities of York Stables and is satisfied with the barn and paddock(s) in which the Horse will be stabled.
17. Assignment: This agreement cannot be assigned by the Boarder without the express written consent of York Stables.
18. Agisten's Lien: This Agreement does not effect and is in addition to the rights of York Stables which arise pursuant to Kentucky Revised Statute ("KRS")376.400 and KRS 376.440.
19. Controlling Law: This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Kentucky and Oldham County Kentucky. Any dispute shall be litigated in Oldham County Kentucky.
20. Termination: Either party may terminate this Agreement at any time, but Boarder must provide thirty (30) days written notice. If Boarder terminates this Agreement prior to its original scheduled termination date, Boarder shall remain liable for, and obligated to, pay all amounts due hereunder through the original scheduled termination date hereof and York Stables will be under no obligation to mitigate or otherwise offset such amounts due.
21. Warning: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJUR THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES

IN WITNESS WHEREOF, the parties have set their hands all as of the day, month and year written above

BOARDER

Boarders (signature)

Boarder (printed name)

YORK STABLES

By: _____
(signature)

Name

APPENDIX A

Name of Horse _____

Name of Boarder: _____

Address: _____

City: _____ State _____ Zip Code: _____

Home Phone: _____ Mobile Phone: _____

Email Address: _____

Employer Name: _____ Business Phone _____

Business Address: _____

Name(s) (if any) other riders than Boarder (extra charge applies is more than two):

_____	_____	_____
Name	Relationship	age

_____	_____	_____
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_____	_____	_____
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Horses Full Registered Name: _____

Breed or type: _____ Age: _____ Color: _____

Sex: _____ Height: _____

Physical Description: _____

Markings: _____

Registration / Tattoo number: _____

What is the Horse's personality? _____

Does the Horse have any vices or unusual habits? _____

Special needs/special instructions for feeding and care: _____

Name of Veterinarian: _____ Phone: _____

Address : _____

Name of Farrier: _____ Phone: _____

Address: _____

Name of Emergency Contact Person: _____

Mobile Phone: _____ Business Phone: _____

Home Phone: _____ Email: _____

Address: _____

APPENDIX B

Defined Terms: As used in this Agreement, the following terms shall have the following meanings:

1. "Full Care" boarding shall mean boarding consisting of a 12" x 12" box stall, dehydrated wood pellet bedding, turn out once a day, days or nights (weather permitting), daily feedings of hay and grain, Boarder-supplied supplements administered at no extra charge, fresh water, daily stall cleaning,

use of York Stables facilities, unlimited use of bridal paths, and change of clothing and blanketing when necessary.

2. "Private Turnout" boarding shall mean boarding consisting of full care boarding turnout in private paddock. York Stables reserves the right to require private turnout for any horse deemed aggressive or threatening in a group/pasture setting.
3. "Training Care" boarding shall mean boarding either full care or private turnout boarding and your Stables Trainer will ride or otherwise work with Horse 3-5 times per week.
4. "Pasture Care/Self Care" Boarder provides all food, pasture care, shavings and stall care (if applicable) except for water.

[] Check HERE if Horse will be on Training Care Board.

() Full Training (Horse worked 5 days per week)

() Partial Training (Horse worked 3 days per week)

Goals for Horse in Training

De-worming Schedule: All boarded Horses will be placed on York Stables De-Worming Schedule. York Stables administers de-wormer every 6-8 weeks using either a pyrantel, ivermectin, or anthelmintic product depending on which is seasonally appropriate.

Fees:

- Full Care Board: \$525 per month
- Pasture Care: \$300 per month
- Daily/Overnight/Lay-Up: \$45 per 24-hour period.
- Training/Schooling (full month): Full-Care Board + \$150
- Lunging: \$20 per session (length depends upon the Horse's needs as determined by York Stables)
- Holding for Farrier or Veterinary: \$10 per occurrence
- Riding Lessons: Please see www.windhover.farm for current rates.
- Arena Rental and Trailer-In/Facility (non-boarder) Fee: \$10 per horse per session. Call for "All Day" arena rental fee.
- Outside Instructor: \$10 per lesson given (Instructor must show proof of insurance to York Stables prior to teaching any lessons).
- De-Worming: \$10 per occurrence
- Other services may be available upon request, just ask.

APPENDIX C

RULES AND REGULATIONS

- Barn hours are 7 a.m. to 8 p.m. except in an emergency or if pre-arranged with York Stables Staff.
- All riders and persons boarding horses at York Stables must sign a Release Agreement and Medical Release before riding. Boarders must sign a Boarding Agreement.
- SEI/ASTM approved helmets must be worn when mounting, riding, dismounting.
- Appropriate, closed-toe shoes/boots must be worn at all times.
- No smoking on the York Stables property.
- Riding is permitted only in arenas, bridle paths and open fields. No riding in the barn or paddocks.
- No outside horses or riders are allowed on the premises without permission of York Stables Staff.
- Horses are only to be tied in designated cross ties or in stalls. No tying to fences, trees, trailers, etc.
- Horses are to be bathed in designated wash racks only.
- Keep grooming, cross ties and wash racks clean.
- Return all tack, equipment, brushes, etc. to proper storage place and clean-up after yourself and your horse.
- Turn off all lights, water, heaters after use.
- Keep all gates closed and latched at all times.
- Minors may only ride while under adult supervision.
- Do not turn out horses in the arenas.
- Horses are to be fed by York Stables Staff only unless other arrangements have been made.
- All horses must be under the care of a designated, licensed veterinarian. Any medical issues must be reported to York Stables Staff.
- Horses that crib are required to wear a Cribbing Strap.
- Only handle your own horse. Do not handle, groom, ride ANY OTHER horse without permission.
- Trail passes must be obtained prior to riding on the bridle paths.
- You are responsible for replacing any jumps, poles you break.
- Anyone on horseback must dismount when a horse is loose anywhere on the premises.
- No riding or handling of horses while intoxicated.
- Please do not bring your dogs or other pets onto the premises.
- York Stables is not responsible for any lost or stolen articles.