



HACKSEED RANCH

BOARDING STABLE AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20__, by and between Hackseed, LLC, hereinafter referred to as "Stable," and the individual or individuals undersigned, hereinafter referred to as "Owner."

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is **due upon the first** of the preceding month. In the event said payment is overdue by 5 days, there will a \$35.00 late fee. A fee of \$40.00 will be charged if a check is returned for insufficient funds. In the event said payment is thirty (30) days late, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Florida.

A security deposit of \$_____, payable with this Contract, shall be refunded to Owner within thirty (30) days of the date of completion of this Contract. The initial monthly charge applicable to the services as set forth below shall be \$_____ per month.

2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. Feed, Facilities, and Services. Owner agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The partial boarding services to be provided herein and the charges therefor are as posted on the website of Stable (www.hackseed.com) and are subject to change at Stable's discretion. Owner is responsible for all additional expenses; the cost of hay, grain, bedding, supplements, medicines, veterinary care (emergency and routine), manure removal, hoof trimming/shoeing, teeth floating, etc.

Stable agrees to provide the following:

A. Stable agrees to provide a stall that will be cleaned by Owner a minimum of once daily. For the well being of Horse, if the Owner fails to clean the stall or make arrangements with Stable to clean the stall, Stable has the right to clean the stall without prior notice to Owner, after 7 PM, so that it is clean before closing time. Owner will be charged a cleaning fee of \$10.00. Stable will use bedding provided by Owner. In the event that Owner does not have any bedding supplies at Stable, Stable will use their own bedding, and Owner will be charged for bedding.

B. Owner is responsible for cleaning out Horse's turnout area. If Horse has individual turnout area, it must be cleaned a minimum of three (3) times weekly. If Horse is in a group turnout area, Owner is responsible for cleaning the turnout once weekly. If Owner fails to keep turnout area reasonably clean as determined by Stable, Stable will give Owner written notice that the area must be cleaned. If Owner fails to clean it in a 24 hour period Stable has the right to clean it and the Owner will be charged a fee of \$15.00.

C. Stable has the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others.

D. Owner must provide their own blanket and fly-mask changes.

E. Hours of visitation: Owner, their veterinarian, farrier, visitors/guests, etc., have access to Horse and Stable during the hours of 8 AM to 8 PM daily. No one is allowed on Stable property after those hours, unless prior special permission is granted by Stable.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Stable's premises.

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. Hold Harmless. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

6. Emergency Care. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. Limitation of Actions. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. Shoeing and Worming. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

9. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request. For the protection of all boarded animals, each Boarder, including the undersigned, must have a Health Certificate from a licensed veterinarian upon presenting the horse(s) for boarding. In addition, the horse(s) must have a negative Coggins Test, Encephalitis, Tetanus, Rhino, Flu, and Potomac Horse Fever vaccination within the past year. Worming must have been done within the last 30 days to protect all boarded animals. No horses with a positive Coggins Test, or any other known health failure item that is transmittable will be permitted to board at Hackseed. All Boarders must continue any necessary efforts to insure that their animal(s) are continuously free of contagious, infectious, or otherwise communicable diseases. In addition, all boarded animals are required to receive an annual Encephalitis, Tetanus, and Potomac Horse Fever vaccination after March and before July, and worming four times a year - February, May, August, and November. These health standards were established in conjunction with our veterinarians. In case of illness or injury, Hackseed will contact the Boarder. The Boarder's designated veterinarian will also be called at the discretion of Hackseed. The Boarder or his/her agent will be responsible for all veterinary care and bills. This contract represents permission from the Boarder to Hackseed to contact their veterinarian to carry out any emergency procedures deemed necessary by the veterinarian with or without the presence of the Boarder or his/her agent.

10. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules via email and/or on the Stable's website shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

11. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

12. Right of Lien. The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Florida, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

13. Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$10.00/day storage cost for all delinquent accounts.

14. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; 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.

Owner expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

Owner acknowledges that it is their responsibility to wear protective headgear while mounted. This head gear should be secured with a safety harness permanently affixed to the helmet and should meet A.S.T.M. standards.

15. Boarder Privileges and Responsibilities. Boarder may invite outside or “guest” instructors to train horses and give lessons on the premises. Such instructors may not have exclusive use of any facility, must follow Hackseed policy, and must file proof of \$1,000,000 liability insurance coverage with Hackseed. Hackseed reserves the right to prohibit or restrict outside instructor’s activities in any way it sees fit and to set and amend fee schedules related to their presence on the facilities without notice. Boarders may invite family members, friends. All invitees must sign the Hackseed Release of Liability form prior to entering property, and riding or interacting with horses. Boarders are responsible for the proper conduct of these people and are fully responsible for damage or loss caused by these parties. No pets are allowed. Hackseed will, to the best of its ability, provide a facility free of man-made hazards by maintaining required fencing, gates, feed bunks, watering devices, and any other structure necessary for the care of the animals. The Boarder is responsible for the mental and physical well-being of his/her horse(s). Boarder is further responsible for any injury or loss to his/her animal(s) by fire, theft, escape, or natural phenomenon.

WARNING

Under Florida 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.

16. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Florida, and shall be enforced and interpreted in accordance with the laws of said State.

17. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Owner (Signature)

Address

Address

Telephone (cell and work)

Email

Stable (Authorized Signature)