

LP Equestrian Center LLC Equine Boarding Agreement

This Equine Boarding Agreement (Agreement) is being entered into as of date set forth below by

Name: _____ (Owner),

Address: _____,

Phone Number: _____ Email: _____.

And LP Equestrian Center LLC, 5675 Hessen Rd, Casco, MI 48064 (Stable).

The parties named above agree that Owner desires Stable to provide the horse boarding services described below, and that Stable agrees to do so under the terms set forth herein for the following horse(s) (each and collectively, Horse):

Horse Name: _____ Breed: _____ Coloring: _____

Sex: _____ Mare _____ Gelding Brands: _____ Age: _____

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Sex: _____ Mare _____ Gelding Brands: _____ Age: _____

Horse Name: _____ Breed: _____ Coloring: _____

Sex: _____ Mare _____ Gelding Brands: _____ Age: _____

Boarding services for the Horse shall be provided at Stable's address above on a month-to-month basis commencing on _____. Services may be terminated by Owner with 30 days written notice to Stable. In the event Owner gives Stable less than 30 days' notice, Owner will be responsible for paying 30 days of boarding and add on fees in full. Stable may terminate service with two (2) days written notice to Owner with or without cause. Stable reserves the right to refuse to board any given horse or any horse deemed dangerous. This AGREEMENT may not be assigned by Owner without the express written consent of Stable.

1. BOARDING FEES.

Monthly board rate:

_____ Starts at \$650/month for 10'x14' indoor stall.

OPTIONAL ADD ONS: CHECK ALL THAT APPLY

- _____ (1) Blanketing (on and off daily weather permitting), applying fly spray, etc. \$40/month
- _____ (2) Basic wound care & medication administration (if need be & all medicine supplied by Owner) \$30/week
- _____ (3) Being present & holding your horse at time of any vet, farrier appt, etc. \$20/horse per appt
- _____ (4) Trailer Storage \$30/month

\$ _____ **TOTAL WITH BOARD AND ADD ONS**

Boarding fees are due on the 1st day of each month.

*** IF HORSE(S) ARRIVE AFTER THE FIRST OF THE MONTH, BOARD FEES WILL BE PRORATED TO THE FIRST OF THE FOLLOWING MONTH. ***

Boarding fees include the month board rate and any other fees incurred. Payment received after the 5th of the month will be subject to a \$50 late fee, and that fee will increase \$50 for every week without payment. LP Equestrian Center LLC will not be accepting payment in the form cash or check only electronic payment with portal provided by said facility.

If full payment, including any late fees accrued, is not received by Stable within 3 months, Owner agrees to forfeit ownership. The horse(s) being boarded by Stable and any equipment shall than become the Stable's property.

2. FEED; FACILITIES.

In return for the boarding fee, Stable agrees to provide normal and reasonable care and handling to maintain the health and wellbeing of the Horse and the following: (1) 10'x14' minimum size stall; (2) turn-out 7 days a week, excluding holidays and in extreme weather, or poor paddock conditions; (3) grain fed 2 times per day up to a scoop and a half per feeding; (4) hay fed 2 times per day up to 6 flakes; (5) adequate shavings in stall; (6) stalls cleaned by staff 7 days a week, including holidays. Stable staff shall only dispense Owner provide supplements and medication; (6-B) Supplements and medication must be pre-packaged.

LP Equestrian Center LLC has two trainers and an assistant trainer on site to instruct said required lessons if need be. No outside trainers are to be brought in.

3. OWNER'S RESPONSIBILITIES

(1) Owner shall provide to stable all health records with regards to the Horse's negative coggins test before the Horse(s) will be admitted into the Stable. Owner shall provide Stable updated information regarding the Horse's health immediately upon any change in such information.

(2) If horse is insured, Owner will provide Stable with proof of insurance and insurance contact info.

(3) Owner shall provide, at Owner's expense, shoeing / trimming as is reasonably necessary. Stable reserves the right to step in and notify Owners farrier if Owner fails to provide basic trimming or shoeing care for horse. Owner will be responsible for any fee of farrier visit even if Stable has to call farrier themselves. If Owner refuses, stable is permitted to give Owner a 7 day notice to leave the facility.

(4) Stable reserves the right to notify Owner if, in Stables sole discretion, any Horse is deemed to be dangerous or undesirable and Owner shall remove the Horse within 7 days of notice. Any outstanding balance must be paid in full before horse is allowed to leave the facility.

(5) Owner shall remain liable for all fees/damages incurred during the Horse's presence at the Stable.

(6) In the event someone other than Owner desires to ride or otherwise interact with the Horse(s) for any reason, Owner shall first provide permission designating the individual entitled to interact with the Horse(s) and a release of liability on Stables standard form. Any action or claim of any nature by Owner, Owner's agents, heirs, personal representatives, or legal representatives against LP Equestrian Center LLC must be brought within one month after the date the circumstance giving rise to such claim or loss occurs. All claims shall be governed by the rules of the American Arbitration Association, and subject to binding arbitration, whose award, if any, shall be binding and non-revocable, and enforceable in a court of competent jurisdiction.

4. EMERGENCY CARE.

Owner agrees and understand that it is Owner's responsibility to provide Horse with proper veterinary care and veterinary services. Owner understands that if the Horse is or appears sick or injured, Stable will first try to contact Owner. If Owner is unavailable, or if Horse has an emergency, Owner give Stable permission to call Owner's veterinarian identified as:

Dr. _____, with

Clinic: _____, at

Phone numbers:

Office: _____

Cell: _____

Home: _____

If Owner's Veterinarian is unavailable, Owner authorizes Stable to call its veterinarian, and that Owner will be fully responsible for all veterinarian charges so incurred. Owner shall pay all costs of such care within fifteen (15) days from the date of billing.

5. RISK OF LOSS.

Owner hereby acknowledges and agrees that Stable shall not be liable for any sickness, death, theft, injury, or other damage suffered by the Horse during the Horse(s) boarding by Stable. Owner also agrees that Stable is not responsible for theft or damage to Owner's personal property, including, but not limited to tack, trailers, blankets etc. Owner hereby agrees to compensate and hold Stable harmless against any claim for damages which may arise from any actions of the Horse.

6. STABLE RULES.

Owner hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. Owner agrees they and their guests will be bound and abide by the Stable Rules and accepts responsibility for the conduct of their guests and invitees according to the Stable Rules. Owner acknowledges that Stable may revise these Stable Rules from time to time and Owner agrees any revision shall have the same force and effect as current Stable Rules. Failure, as determined in Stable's sole discretion, of Owner or its guests and/or invitees to abide by the Stable Rules may result in a fine, termination of their boarding agreement, or other disciplinary action.

7. INHERENT DANGER.

Horses are inherently dangerous. Owner hereby agrees that it understands that engaging in equine activities as an inherently dangerous activity, and that, by so doing, Horse Owner may expose him/herself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience Owner has, and no matter what the situation. Owner agrees and understands that Stable cannot control the horses it boards, and that Owner hereby agrees to release and hold Stable harmless from any and all injuries arising out of or related to equine activities at Stable's facilities. Owner agrees that they are responsible for their own conduct and the conduct of the horse. Owner understands and agrees that they will ride and handle the Horse, and will conduct themselves, at their own risk while they are on Stable's property. Owner understands and agrees that it is the recommendation of the Stable that children under the age of 16 wear and utilize safety gear.

Initial: _____

8. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.

Horse Owner hereby agrees to take full responsibility for themselves and for any guest that they may bring onto the stable property and will not hold Stable, LP Equestrian Center, LLC, or their principals, members, partners or shareholders or their owners, agents, or employees (collectively "Indemnities") responsible for accident or injury to themselves, their guests, or their agents.

Initial: _____

9. HOLD HARMLESS, DEFENT AND COMPENSATE.

Owners agrees to defend, compensate, save and hold harmless Indemnities from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Owner's use of the Stable Facilities, presence at Stable's facilities, Horse's or any other horse's conduct, Owner use or access to Horse, or Owner or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this agreement.

WARNING – Under the Michigan Equine Activity Liability Act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting form the inherent risk of the equine activity.

10. ENTIRE AGREEMENT; ENFORCEABILITY OF AGREEMENT.

This agreement, including any documents attached to or referenced in this Agreement, represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included in this Agreement. This Agreement is made and entered into the State of Michigan and shall be enforced and interpreted in accordance with the laws of said State.

HORSE OWNER:

Signature: _____

Date: _____

Print Name: _____

Stable: LP Equestrian Center LLC

By: _____

Date: _____

Manager

Witness: _____

Date: _____