

WARNING

Under Georgia Law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

Wisteria Farm

Boarding Agreement

This boarding Agreement (hereinafter "this Agreement") is made and entered into by and between _____ (hereinafter "horse owner") and WISTERIA FARM and Equestrian Center LLC (hereinafter "farm").

This agreement is entered into regarding the following horse ("said horse"):

Horse name: _____ Sex: G M

Age: _____ Color: _____ Breed: _____

Insurance Company: _____

Circle one:

Pole Barn Board \$600 / Full Board \$700 / Full Training Board \$1,350 / Sale Horse Board \$1,000

NOW THEREFORE for and in consideration of the mutual conditions and agreements contained herein the parties do hereby agree as follows:

I. FARM agrees that:

- 1) FARM agrees to board said horse in a stall, provide hay, grain, clean water, shavings and care for said horse in a good husband like manor; however, Horse owner hereby relives FARM of the duty of exercising extraordinary care with respect to said horse covered by this agreement.
- 2) FARM agrees to feed hay and grain 2x daily, turn said horse out in a paddock for a minimum of 4 hours each day (weather permitting) and clean stalls twice daily.
- 3) FARM will accommodate special feeding requirements and additional care of said horse with additional fees.

II. Horse Owner agrees that:

1) Horse owner hereby agrees to pay (**circle one**) POLE BARN BOARD \$600, FULL BOARD \$700, FULL TRAINING BOARD \$1,350 or Sale Horse Board \$1,000 to FARM per month for board payable by the (5th) day of each month, which is subject to be changed by FARM with thirty days' notice to Horse Owner. If said amount in not paid by the (5th) day of the month, horse owner agrees to pay \$10 per day late fee thereafter until the board is paid in full.

Horse Owners Initials for this page: _____

3) Horse Owner agrees to give FARM 30 days advance notice prior to removing said horse from FARM. Horse Owner acknowledges that, if 30 days notice is not given, finding a new suitable boarder may be difficult, that damages are difficult to estimate and that not as a penalty, but as a good faith pre-estimate of the loss, horse owner agrees to pay board at the current rate for such 30 days. FARM shall also give horse owner 30 days advance notice before making horse owner remove his/her horse; provided however, if horse owner is in breach of the Agreement or, if FARM refunds (prorate on a daily bases) any pre-paid board, FARM may demand Horse Owner and his/her horse leave on a 48 hour notice; and in either event, Horse Owner agrees to remove his/her horse within such 48 hour period. *Thirty days notice is not required for Sale Horse Board.

4) Horse Owner agrees to pay all Farrier and Medical expenses of said horse including all routine parasite control.

5) Horse Owner hereby agrees to abide by the rules and regulations of FARM as amended from time to time.

6) Horse Owner and FARM mutually agree that in the event that said horse covered by this agreement shall require the services of a Veterinarian, FARM will attempt to call Horse Owner by telephone, however, in the event Horse Owner cannot be reached, Horse Owner hereby authorizes FARM to call a licensed veterinarian to treat the horse as the Veterinarian deems necessary. Horse Owner agrees that FARM shall have authorization to all emergency care and or euthanasia should owner not be available via phone numbers listed on this contract. All fees charged by said Veterinarian shall be the sole responsibility of the Horse Owner and Horse Owner will hold FARM harmless from any and all liability that may arise from such Veterinarian fees.

7) Horse Owner agrees that FARM will establish the worming, vaccination and farrier schedule for said horse at FARM and Horse Owner agrees to abide exactly by such schedule. Horse Owner agrees to allow FARM to administer (under the direction of a Veterinarian) or cause to be administered the kind of wormer selected by FARM on Horse Owners horse. Horse Owner agrees to administer the following shots: EWT, Flu/Rhino and West Nile vaccinations on said horse on the exact schedule determined by FARM. Horse Owner agrees to promptly pay all costs and charges associated with such worming and vaccinations received by said horse.

8) Horse Owner represents to FARM that said horse has been tested for Equine infectious anemia within the past 12 months. Horse Owner shall deliver proof of such negative testing to FARM before arrival to FARM. Horse Owner agrees to have said horse tested at least annually for Equine Infectious Anemia and deliver promptly to FARM proof of results of such test. In the event that said horse tests positive for Equine Infectious Anemia, FARM may demand that such horse leave FARM instantly, in which event Horse Owner agrees to remove said horse within 24 hours of giving such notice.

9) Horse Owner agrees to pay FARM promptly upon receipt of invoices, all costs and expenses for the repair or replacement of any property-whether owned by FARM or not- Damaged, destroyed, injured or otherwise harmed by any action or inaction of Rider/Handler or any of Horse Owners horses, horse owner's guests, invitees or family. Examples include, but are not limited to, damage, destruction or injury to jumps, fences or fencing, walls, stalls, floors, doors, buckets, tack, trailers, fixtures or horses.

Horse Owners Initials for this page: _____

10) Horse Owner understands and agrees to abide by FARMS business hours of 8AM- 8PM Monday-Friday and 8AM -6PM Saturday and Sunday. Horse Owner agrees to not be on FARMS premises outside of these hours unless given person by FARM.

III. FARM recommends:

- 1) FARM recommends that the Horse Owner shall at his/her own expense and at all times during the term of this agreement keep in full force and effect mortality and major medical insurance in an amount equal to the fair market value of his/her horse. In the event of illness, injury or death of said horse, Horse Owner shall look solely to its insurance policy, and FARM shall not be liable.
- 2) By checking the box below this paragraph, Horse Owner agrees that he/she has voluntarily and intelligently chosen NOT to insure said horse due to the value of said horse being below equine insurance companies minimum insurable mortality and major medical insurable amount and Horse Owner accepts all risk of loss and injury of said horse.

[] Signed: _____

IV. Horse Owner acknowledges:

- 1) Horse Owner hereby acknowledges that FARM is entitled to a lien against said horse for the value of the services rendered and expenses incurred and that FARM shall be entitled to enforce said lien according to the laws of the state of Georgia.
- 2) The undersigned acknowledges and fully understands that the Horse Owner and any riders/handlers uses the property, equipment and facilities of FARM at his/her own risk. Furthermore, the Horse Owner hereby releases ALEXANDRA LINSCHIED O'TOOLE, FARM, and any landowner, their agents, officers, directors, employees, successors, assigns, executors, heirs, and administrators from any and all claims, causes of action, obligations, responsibilities, demands, liabilities and damages- whether now existing or hereafter accruing or maturing at any time- in any way related to or arising out of Horse Owners/riders/handlers use of FARM or such landowner's property, horses, equipment or facilities except for FARMS gross negligence or intentional acts. The term rider shall not only mean Horse Owner, but also any minor of Horse Owner and also any person who uses FARMS property, equipment and facilities of FARM with permission of horse owner. The Horse Owner hereby agrees to hold and save any injury, damage or other loss to person or property suffered by Horse Owner and shall defend ALEXANDRA LINSCHIED O'TOOLE, FARM and landowner, their agents, officers, directors, employees, successors, assigns, executors, heirs and administrators harmless from each and every claim, demand, liability or other obligation which may arise or be connected with loss, injury or damage to Horse Owner or his/her property or to the rider/handler and his/her property. The Horse Owner agrees and covenants never to bring any action at law or in equity against ALEXANDRA LINSCHIED O'TOOLE AND FARM any landowner, their agents, officers, directors, employees, successors, assigns, executors, heirs and administrators on behalf of Horse Owner or rider, whether a minor or adult, arising from or relating to any such actions brought by Horse Owner/rider/handler or in their behalf with respect to the Horse Owners/riders/handlers use of FARM Horse Owners property, equipment, horses or facilities and shall indemnify ALEXANDRA LINSCHIED O'TOOLE AND FARM their agents, officers, directors, employees, successors, assigns, legal representatives, heirs, executors and administrators for anything which Horse Owner/Rider/ Handler is responsible either alone, jointly or severally.

Horse Owners Initials for this page: _____

V. In the event any suit is brought by either FARM or Horse Owner to enforce any provision of this Agreement, the prevailing party shall be entitled to collect his/her expenses of litigation including reasonable attorney fees and costs.

VI. This Agreement-together with the Rules and Regulations referred to herein and the Riders Release Agreement-Constitutes the entire agreement between the parties hereto and there are no other agreements between the parties hereto except as expressly set forth herein.

VII. This Agreement shall be governed and interpreted exclusively by and under the law of the state of Georgia. Horse Owner may not assign or transfer its rights or obligations under this Agreement without the prior written consent of FARM.

VIII. Should any provision of this agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms or provisions shall not be effected and the illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of the agreement.

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Horse Name: _____

Circle one:

Pole Barn Board \$600 / Full Board \$700 / Full Training Board \$1,350 / Sale Horse Board \$1,000

Horse Owner Name: _____

Horse Owner Address: _____

Horse Owner Phone Number: _____

Signed: _____

Date: _____

WISTERIA FARM and ALEXANDRA LINSCHIED O'TOOLE

Signed: _____

Date: _____