

DEER CREEK FARM/BONA ROBA BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated, _____ day of _____, made by and between _____, hereinafter referred to as BONA ROBA dba DEER CREEK FARM, herein after referred to as DEER CREEK FARM, providing services as an independent contractor, located at 529 Sneed Road West and (Owner's Name) _____,

residing at (Owner's Address) _____,

hereinafter referred to as "OWNER". These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES AND TERMS

In consideration of \$_____ per horse per month paid by OWNER in advance ON OR BEFORE THE FIRST DAY of each month, Deer Creek Farm agrees to board the herein described horse on a month to month basis commencing on _____, 2013. Partial months boarding shall be paid on a pro-rata basis based on number of days boarded in a standard thirty (30) day month.

LATE FEES. Boarding Fees paid between the sixth (6th) and the fifteenth (15th) day of the current month due will be subjected to a late fee of \$15.00. Fees received after the sixteenth (16th) will be subjected to a late fee of \$25.00.

2. DESCRIPTION OF HORSE

Name: _____

Age: _____

Color: _____

Sex: _____

Breed: _____

Coggins: _____

Veterinarian: _____

Farrier: _____

Insurance: _____

Emergency: _____

3. TYPE OF BOARD PROVIDED

A. Basic Board: \$850.00

Stall, Feeding, Mucking, Feeding, Mucking, Watering, Turnout, Blanketing, Light Grooming After Turnout. Owner Must Provide Supplies: Supplements, Fly Spray, Linaments, Boots, Brushes, Wraps, Medications. Owner Must Make Timely Provisions for Farrier, Vet Services, etc and Make Arrangement for Holding Horses for These Services.

B. Full Training Board: \$1600.00

Includes Basic Board and Professional Training Services and Equine Maintenance and Management.

C. Half-Training Board: \$1300.00

Includes Basic Board and Half as many Professional Training Sessions and Equine Management.

4. SPECIAL SERVICES AVAILABLE UPON REQUEST (See Rate Sheet)

5. VACCINATIONS

Upon arrival of horse to DEER CREEK FARM proof of negative current Coggins, tetanus, strangles and Influenza vaccinations are required.

6. RISK OF LOSS

During the time that the horse is in the custody of DEER CREEK FARM, DEER CREEK FARM, it's contracted Staff and Jennifer Jewell shall NOT be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to any personal injury or disability the horse while on Deer Creek Farm premises. OWNER fully understands end hereby acknowledges that Deer Creek Farm does NOT carry insurance on any horse that is not owned by Deer Creek Farm, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of DEER CREEK FARM, is to be borne of the OWNER.

6. HOLD HARMLESS

OWNER agrees to hold DEER CREEK FARM harmless from any claim resulting from damage or injury caused by said horse. OWNER or his guests and invitees, agree to compensate DEER CREEK FARM for the incurred but not limited to, legal fees and/or other expenses, accumulated by DEER CREEK FARM in defence of such claims.

7. LIABILITY INSURANCE

OWNER warrants that he presently carries liability insurance full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain liability insurance in full force and effect, protecting OWNER and DEER CREEK FARM from any and all claims arising out of relating to this AGREEMENT.

8. EMERGENCY, CARE

DEER CREEK FARM agrees to attempt to contact OWNER, at the following emergency phone number: _____

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If DEER CREEK FARM is unable to reach the EMERGENCY CONTACT within a reasonable amount of time, DEER CREEK FARM is hereby authorized to secure farrier, veterinarian and whomever else is needed to maintain the well being of horse. The cost of such care secured by DEER CREEK FARM is the responsibility of the OWNER and it is agreed that the OWNER will pay for these services provided within fifteen (15) of the services rendered.

9. STABLE RULES - (Attachment)

OWNER hereby acknowledges receipt and understanding of the current DEER CREEK FARM and BONA ROBA EQUINE THERAPY. Owner agrees he and his guests and invitees abide by DEER CREEK FARM/BONA ROBA EQUINE THERAPY.

Deer Creek Farm may revise these Rules from time to time and OWNER agrees any revision which shall have the same cause and effect as the current Rules. Failure as determined by the sole discretion of DEER CREEK FARM/BONA ROBA EQUINE THERAPY and Jennifer Jewell.

10, BILLING

- 1, BOARD DUE ON OR BEFORE THE FIRST OF EACH MONTH
20 PERCENT WILL BE ADDED TO PAST DUE ACCOUNTS.
2. CASH, CHECK, CREDIT, DEBIT
3. AUTOMATIC DEBIT ACCOUNTS (*for inquires*) - Jennifer Jewell 615.815.0545

11, ASSIGNMENT

This AGREEMENT must not be assigned by OWNER without the expressed written consent of DEER CREEK FARM.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to DEER CREEK FARM as to the termination of this AGREEMENT.

13. RIGHT OF LEIN

OWNER is put on notice that DEER CREEK FARM has and may assert and exercise a right of lein, as provided for by the laws of the State of Tennessee for any amount due and keep of said horse, and also for any storage or other charges due hereunder, and further agrees Deer Creek Farm/Bona Roba shall have the right, without process of law, to attach a lein to OWNER'S after two (2) consecutive months of non-payment or partial payment