

3-C Farm Horsemanship School

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BOARDING CONTRACT

We start beginners and finish winners!

This BOARDING CONTRACT is made and entered into on date: _____
by and between 3-C Farm, hereinafter designated "Manager" and _____ hereinafter
designated "Owner", and if Owner is minor Owner's parent or guardian _____.
Manager agrees to accept Owner's horse _____, Reg. No. _____ for boarding; and, it is
the plan and intention of Owner to board this horse. For and in consideration of the agreements hereinafter set
forth, Owner and Manager mutually agree as follows:

1. Owner agrees that Manager, 3-C Farm and their agents and employees are not liable for death, sickness and/or accident, including consequential damages caused to horse. In addition, Owner agrees to hold Manager completely harmless and not liable for any injury whatsoever caused to Owner, and/or any loss or damage to personal property. In addition to any other remedies provided herein, Owner agrees to immediately upon demand by Manager, pay to and reimburse Manager for any and all costs, claims, demands, losses, damages, liabilities, obligations, costs and expenses, of any kind, including third party claims, arising in connection with any property, persons or animals caused, in whole or in part, by Owner or its/her/his representatives or invitees actions or failure to act in connection with any activities contemplated under this Boarding Contract.
2. It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Owner's horse and all personal property. Owner agrees to abide by all Manager's rules and regulations and wear proper safety equipment (i.e. hardhat, etc). Safety helmets must be worn at all times while riding, driving and lunging.
3. Owner shall pay \$925.00 per month. Board includes renting the 12X12 box stall with window, on rubber mats with shavings. Stalls cleaned once a week stripped. Use of indoor arena, outdoor arena, and trails. Includes up to 8lbs. of grain and four flakes of hay as needed per day – divided into two feedings. Manager will provide feed tub and automatic heated water. Manager will turn horse out daily (weather permitting) and bring in. In bad weather when horses cannot be turned out, it is the owner's responsibility to lunge, ride or drive their horse.
4. Board is due on the first (1st) of each month, and timely payments are strictly enforced. A late fee of \$20.00 will be charged on payments received more than seven (7) days late; plus a finance charge of 1.5% per month (18% annually) will be charged on all accounts 30 days past due. If payment is overdue by 60 days, Manager is entitled to a lien against horse for amount due and shall enforce lien and sell horse for amount due, according to the appropriate laws of the state. Return check fee is \$75.00 per check.
5. A security deposit of \$925.00 is payable with this contract and shall be refunded to Owner within thirty (30) days of completion of contract, if the required 30 day written notice is given, and the date and time of departure is given. Time and date of departure must be when manager is present, or no refund will be given. Boarders must give a written 30 day notice of horse departure or no refund of deposit. Manager may apply the Security Deposit to reimburse Manager for any and all damages or expenses arising from a failure by Owner to follow the provisions of this Boarding Contract. The Security Deposit will not be deemed liquidated damages.
6. Owner shall at all times during the boarding period comply with : (i) all federal, state and local laws, rule and regulations; (ii) the Manager's policies, rules and regulations; and (iii) any contractual relationships between the Manager and its customers or other third parties, as all of the same may, from time to time, be in effect.

Owner Signature in agreement for Page 1: _____ **Date** _____

CARE OF HORSE

Owner hereby agrees to keep said horse in good health, giving all due consideration to upkeep of yearly tetanus, annual coggins, shot, teeth done, deworming, hoof care and individual needs of said horse. Manager reserves the right to perform such care if it has been neglected, or arrange for professional performance of such care, with the Owner paying all expenses on the next monthly bill. Upon request, horse can be put into the 3-C Farm health care management rotation, with expenses added to monthly bill.

Owner shall maintain professional and humane treatment, reasonable safe and sensible horsemanship practices, and regular and reasonable exercise. In the event of failure of the owner to perform proper exercise, the Manager may turn out or exercise said horse with the expense of such work billed to the Owner.

Owner hereby accepts full responsibility and liability for any person who is allowed to ride or work with the Owner's horse. Such arrangement is not advised or condoned by the Manager. A release must be signed by all persons who ride at 3-C Farm.

Owner should provide an emergency kit for their horse. Kit should include: Mineral Oil, Milk of Magnesia, Bute, Banamine and a large syringe.

BARN MANAGEMENT

- Business day for 3-C Farm is 12:00pm – 9:00pm Monday through Saturday. CLOSED SUNDAY. Please respect these hours.
- Manager will decide appropriate amounts of grain, hay and bedding, and will make automatic adjustments as needed. Owner may NOT have free access to these commodities. Feed or bedding in excess of maximum standard amounts will be billed as defined above.
- Manager will clean stalls weekly to maintain acceptable stall condition. Owner will be billed for extra bedding if stall needs to be stripped more than once a week.
- Owner is responsible for cleaning or sweeping any mess they leave in the aisleway or cross ties. No wash down in the aisle way – outside only.
- No horse trailers may be stored at the farm.

LESSONS

MANAGER WILL PROVIDE ALL RIDING LESSONS ON THE PROPERTY! Owner may not invite outside instructor in the barn for a lesson. Owner may not teach a lesson to another person, paid or unpaid, on this property. Violation of the clause will result in immediate eviction without refund of security deposit or unused fees.

Scheduled lessons will always have first priority for the main indoor arena. Boarders may use the second indoor arena or the outdoor arena, or the bridle path trails.

INSURANCE

Be it understood that the Manager carries no health or inventory insurance that would protect Owner from accidental injury to his/herself or horse, or from damage or loss of equipment stored at the property. Owner is responsible for providing such insurance.

Owner Signature in agreement for Page 2: _____ **Date** _____

LIABILITY

Owner shall have full care, custody and control of said horse at all times during the boarding period. In addition to any other remedies provided herein, Owner agrees to defend, indemnify and hold the Manager, its members, managers, shareholders, officers, directors, employees, agents, advisors and representatives (collectively, the "Indemnities") harmless from and against, and pay or reimburse such Indemnities for any and all claims, demands, losses, damages, liabilities, obligations, costs and expenses (including reasonable attorneys' fees), whether fixed or contingent, liquidated or unliquidated, matured or unmatured, and whether or not resulting from third party claims, resulting from Owner's breach of this Boarding Contract or any activities which Owner or its/his/her representatives or invitees undertakes or fails to undertake in connection with the relationship established hereunder, including, without limitation, any and all such claims resulting from property damage, bodily injury or death. EXCEPT AS EXPLICITLY SET FORTH HEREIN, MANAGER MAKES ABSOLUTELY NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED. MANAGER SHALL NOT BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING THE LOSS OF BUSINESS OPPORTUNITIES AND/OR LOST PROFITS, HOWEVER CAUSED, WHETHER AS A CONSEQUENCE OF THE BREACH OF THE BOARDING CONTRACT, THE NEGLIGENCE OF MANAGER AND ITS EMPLOYEES OR AGENTS, OR OTHERWISE. MANAGER SHALL NOT BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE REASONABLE CONTROL OF MANAGER. SUCH ACTS INCLUDE WITHOUT LIMITATION ACTS OF GOD, STRIKES, LOCKOUTS, RIOTS, ACTS OF WAR OR TERRORISM, EPIDEMICS, GOVERNMENTAL REGULATIONS SUPERIMPOSED AFTER THE FACT, FIRE, COMMUNICATION LINE FAILURES, POWER FAILURES, EARTHQUAKES, FLOODS, OR OTHER NATURAL DISASTERS.

INHERENT RISK

All activities related to this lease are being undertaken in full understanding of the inherent risks involved in riding and training horses, and are subject to the Equine Inherent Risk Law, Ohio House Bill Number 564, Section 2305.321.

OTHER CONSIDERATIONS

No dogs allowed on the property. We installed fence to keep our own dogs out of the arenas and barn. No trunks may be kept in the aisle way. 1-saddlerack; 1-bridlerack; 1-shelf for brushes; 1-hook on door for cooler; 1-hook for lead and halter; 1-hook for girth and saddlepad rack; all in front of stall per horse will be furnished by stable. No other equipment will be left.

MORE INFORMATION

- Horse shall be free from infectious, contagious, or transmissible disease. Required negative Coggins to Manager on yearly basis.
- Veterinarian's health certificate, worming and tetanus shot yearly. Manager reserves the right to refuse horse if not in proper health.
- Manager reserves the right to notify the Owner within seven (7) days of horse's arrival if horse, in Managers opinion, is deemed dangerous, sick, or undesirable for boarding within seven (7) days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.
- Regular veterinarian and farrier attention will be arranged by ___Manager, ___Owner, and shall be invoiced by ___Manager, ___Veterinarian and Farrier directly to Owner. In the event of sickness and/or accident to the horse after reasonable efforts have failed to contact Owner, Manager has permission to contact a veterinarian for treatment.
- If horse dies, is sold, or upon thirty (30) days written notice to Manager after this date _____, Owner may terminate this Contract for any reason. In such case, Manager shall be paid for all fees incurred up to termination date. After all fees have been paid in full, this Contract is concluded. If proper notice is not given, Manager shall keep security deposit and consider it liquidated damages.
- Commencement of the Contract shall begin on _____, and be concluded on _____ and/or when Manager or Owner give thirty (30) days written notice to conclude this Contract. If proper notice of 30 days is not given by Owner, Manager shall keep security deposit and consider it liquidation damages.

Owner Signature in agreement for Page 3: _____ **Date** _____

- This Contract is not-assignable and non-transferable. If stable shuts down, Manager will give Owner thirty (30) days written notice and Manager will be held harmless.
- This Contract is made and entered into the State of Ohio and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with the State Law, that individual clause is null and void.
- This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement. Additional agreements should be separately initialed by each party. If none, Owner initial _____.

TERMINATION

Upon the occurrence of any breach or threatened breach by Owner of any provision contained herein, or in the event Manager, in its sole discretion deems itself insecure with Owner or Owner's ability to comply with any of the terms hereof, Manager will have the right immediately terminate this Boarding Contract or Owner's rights hereunder without termination of this Boarding Contract, and to pursue all lawful remedies, in law or at equity, including, without limitation, suit for performance of this Boarding Contract by Owner, and/or an action for rent due and damages. Upon such termination Owner shall immediately remove Owner's horse and equipment from the premises. Owner shall call Manager to schedule a mutually convenient time for such removal to be performed. Failure to arrange for an appointment will be cause for forfeit of owner's deposit. Manager's remedies will be cumulative in all events. The listing of the remedies available to Manager will not be deemed to limit the lawful remedies of Manager. The prevailing party in any litigation or other proceeding to enforce such party's rights under this Boarding Contract will be entitled in such litigation or proceeding to an award of the costs of such litigation or proceeding, including attorney's fees and expenses. No failure or delay in exercising any right or remedy by Manager will operate as a waiver of such right or remedy or preclude further exercise of such right or remedy.

ACKNOWLEDGEMENT

Owner acknowledges that he/she/it has had the opportunity to ask questions and discuss this matter with and obtain advice from its/her/his own representatives, has had sufficient time to, and has carefully read and fully understands all the provisions of this Boarding Contract, and is knowingly and voluntarily entering into this Boarding Contract.

WHEN MANAGER AND OWNDER AND OWNER'S PARENT OR GUARDIAN, OF OWNER IS A MONOR, SIGNS THIS CONTRACT, IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO THE ABOVE TERMS AND CONDITIONS.

Name of who to send bill to must be parent/guardian: _____

Your Address: _____ City _____ State _____ Zip _____

Phone: Home _____ Cell _____

Work _____ Other _____

Security Deposit \$925.00 Received on Date _____ by _____

Manager's (or authorized agent's) signature _____

Owner Signature in agreement for Page 4: _____ **Date** _____