

# MOVIN'FREE FARMS BOARDING STABLE AGREEMENT

Witness this Agreement by and between Movin'free Farms, hereafter referred to as "Stable" and the individual or individuals undersigned hereafter referred to as "Owner."

The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as 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 Alaska. If board is not paid by the 10th day of each month, a late fee of twenty dollars (\$20.00) will be added to Owner's account. Owner must advise Stable thirty (30) days in advance of moving out.

Risk of Loss and Standard Care. During the time that the horse is/are in custody of Stable, stable shall not be liable of any sickness, disease, estuary, theft, or death or injury which may be suffered by the 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 may receive on Stable's premises.

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

The standard of care applicable to stable is that of ordinary care of a prudent horse owner and not as compensated.

In no event shall Stable be held liable to owner for equine death of injury in an amount in excess of two thousand dollars (\$2,000) per animal. Owner agrees to obtain equine insurance for any animals in excess of \$2,000. 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 expense.

Hold Harmless Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused be said horse(s) boarded with Stable.

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).

Sable 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 changes of address, emergency telephone numbers, itineraries or other information reasonable if 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 Owners place with regard to the health, well being and or medical treatment of the horse(s).

5. 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 loss occurs.

6. 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 record with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule. In the event shoeing and worming is not accomplished, and proof of same presented to the 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 for same shall be the obligation or the Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, such bill shall be paid within fifteen (15) days form the date the bill is submitted to the Owner.

7. Ownership-Coggins Test. Owner guarantees that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

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8. 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 Alaska, 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 nonpayment, 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 the accounts 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.

9. 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 taken to horse shows or clinics, Vehicles stored upon the premises will be subject to a \$2.00 per day storage fee for all delinquent accounts.

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

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

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Name (please print) \_\_\_\_\_

Owner's Address (printed) \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone \_\_\_\_\_ Horse's Name \_\_\_\_\_