



BOARDING AGREEMENT

Definition of Terms

The term "Boarder" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms "Horse" "Equine" and "Animal" shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The terms "Board" and "Boarding" shall herein refer to the provision for compensation of daily routine husbandry, food and physical space for animals. The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. Hereinafter, "LBL" refers to Longbranch Lakes Properties, LLC; LongBranch Equestrian Center, LLC; and Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc.; and includes the agents, employees, representatives, contractors, and volunteers of the same as well as the premises associates with, or owned by, the same.

Agreement

This agreement is made on the _____ day of _____, 20____, between LBL and

(sometimes hereinafter referred to as "Boarder"), owner of the horse(s) described in the Horse Information section below, for board and care of said horse, pursuant to the terms and conditions as set forth herein and conditional upon timely payment of the applicable board rate.

Boarder Information

Name: _____

Address: _____

Home Number: _____ Work Number: _____

Cell Phone: _____ Email: _____

Horse Information

Registered Name: _____
Barn Name: _____
Breed: _____
Color: _____ Sex: _____ Age: _____
Markings: _____
Height: _____ Brand: _____
Registration/Tattoo #: _____
Initials: _____ Owner/Boarder _____ LBL Agent

Registered Name: _____ Barn Name: _____
Breed: _____
Color: _____ Sex: _____ Age: _____
Markings: _____
Height: _____ Brand: _____
Registration/Tattoo #: _____
Initials: _____ Owner/Boarder _____ LBL Agent

Check here for additional horses listed on Multiple Horses Form

continued

Fees & Services

STALL BOARD is available at a rate of \$400.00 a month. Stall board includes: A dedicated 12'x12' stall, Daily stall cleaning, Fresh Water available, Group Pasture Turn-Out, Grain and a Grass Mix Hay 2x Day.

PASTURE BOARD is available at a rate of \$200.00 a month. Pasture board includes: Pasture with available Water and Shelter. Grain is provided to all horses through winter months as needed.

*Additional Charges: When deemed necessary by LBL for the welfare of the horse, grain supplementation may be necessary. Grain supplement will incur an additional charge.

ADDITIONAL SERVICES: Numerous "A la Carte" Services are available through LBL. These services and fees are listed in detail on the LBL Services Menu and are included as a part of this agreement.

_____ Stall Board _____ # of Horses _____ Pasture Board _____ # of Horses

Terms

Payment of the Board Rate is due on the 1st day of each month in advance of the services being rendered. BOARDER acknowledges and understands that BOARDER'S ability to keep the horse on the LBL Equestrian Center premises is a privilege and not a right. BOARDER agrees to make timely payment of the Board Rate in advance without notice from LBL.

Ongoing and regular extra services rendered, including any services deemed necessary by LBL for the welfare of the horse(s), shall be invoiced on the 15th day of the month. Payment for these services shall be due the 1st day of the next month.

Boarding fees for the month shall be prorated per day to begin on the date horse(s) arrive at LBL. If an increase in the board rate and/or additional services is warranted a 30 day notice will be posted. A \$25.00 late fee will be assessed if payment is not made by the 10th day of the month (and will be compounded every 10 days payment is past due). A \$25.00 service charge will be assessed on all returned checks.

Right of Lien and Seizure

LBL has the right of lien as set forth in the laws of the State of Tennessee for the amount due for board and additional services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

In the event BOARDER is more than 60 days in arrears in payment of bill, LBL has the right without process of law, to seize boarded horse(s) as settlement. In this event, BOARDER agrees to sign over all registration papers and titles of seized horse(s) to LBL without compensation other than settlement of indebtedness.

Status of Horse Health and Routine Care

Upon entering the LBL premises each horse to be boarded is guaranteed to be free from transmittable diseases, current on worming and current on immunizations including: Eastern and Western Encephalomyelitis, Rhinopneumonitis (EHV-1 and EHV-4), Influenza type A2, Tetanus, and West Nile Virus. The following up-to-date documents must be presented to LBL prior to the entry of horse(s) onto LBL premises: Current Negative Coggins dated within 12 months and Current Vaccination Record.

COGGINS: All horses on the LBL premises are required to maintain a current (12 month) negative Coggins test on file in the LBL Equestrian Center office.

VACCINATIONS: All horses on the LBL premises are required to maintain routine vaccinations.

WORMING: LBL has an established worming program which all horses must participate in at BOARDER'S expense. This worming program is designed to promote the health and well-being of all horses under the care of LBL. Horses will be paste wormed on a regular basis. The only exceptions to this program include horses on a daily wormer provided by the BOARDER.

FARRIER: Routine farrier service is available. BOARDER must notify LBL if they wish their horse added to the schedule. BOARDER is solely responsible for all farrier costs.

DENTISTRY: LBL believes that regular dental work is beneficial to the health and wellbeing of the horse. If BOARDER would like their horse evaluated by the Equine Dentist please notify LBL. BOARDER will be solely responsible for all dental costs.

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Emergency Care

In the event of Emergency, LBL reserves the right to provide or secure additional services for the horse(s) if, in management's discretion, the Horse(s) is seriously in need of such emergency services and the BOARDER cannot be reached, or the BOARDER after request by management, fails to provide or secure such services for the Horse(s). LBL shall first attempt to notify BOARDER of any emergency situations as soon as reasonably practical. If the state of the Horse(s) health requires immediate action, LBL is authorized to provide or request such services of a veterinarian of LBL's choice or to give any other services that appear necessary. If LBL is not able to reach BOARDER, or the BOARDER does not give LBL instructions regarding the immediate care of the Horse(s), LBL will attempt to secure the services of the providers specified by the BOARDER to care for the Horse. BOARDER hereby agrees that in the event the Horse requires immediate and/or emergency care and the specified provider cannot be reached or is not available LBL has the permission to otherwise secure the care necessary to guard the welfare of the Horse(s). All financial responsibility for care provided to the Horse(s) shall rest and remain solely with the BOARDER, and agrees to hold LBL harmless from any costs of such care.

Stable Rules

BOARDER acknowledges receipt of a copy of the LBL Equestrian Center Rules, that s/he has read and understands them, and agrees that s/he and any persons s/he brings to LBL premises will conduct themselves in accordance with the LBL rules.

_____Initial Here

Liability Waiver

BOARDER acknowledges receipt of a copy of the LBL Liability Waiver and that s/he has read, understands, and signed the waiver. BOARDER also agrees that any persons s/he brings to LBL will obtain and sign the LBL Liability Waiver to be put on file by LBL.

_____Initial Here

Damage to Property

Any damages to property by horse(s) deemed by LBL to be excessive shall be the responsibility of the BOARDER. This includes, but is not limited to, damage to stalls, automatic waterers, fencing, feeders, gates, doors, etc. The costs of repairing such damages will be billed to the BOARDER of said horse.

Acceptance of Responsibility

BOARDER acknowledges that: BOARDER has inspected premises and/or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for BOARDER'S horse(s), and BOARDER, BOARDER'S family members, and invitee(s) who enter the premises. BOARDER is responsible for any and all damages, injuries, loss of life caused by or to the horse(s) while in the care, custody or control of the BOARDER, BOARDER'S family members, and invitee(s) or other handler or agent appointed by them.

Visitor Permission to Handle Horses

In the event someone other than the BOARDER has intent to call for the boarded horse(s) without the supervision of the BOARDER, such parties shall have clear written permission or other agreed upon pre-arranged permission from the BOARDER to remove, handle, or ride specific boarded horse(s). BOARDER agrees that anyone riding or handling their horse(s) will have a signed liability release on file and will follow facility rules.

Indemnity

BOARDER agrees to hold LBL harmless and indemnify from any claim caused by said horse(s) and agrees to pay all costs, including but not limited to attorneys' fees incurred by LBL in defense of a claim resulting from damage by said horse(s).

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Risk of Loss/Hold Harmless

LBL shall have no liability or responsibility for the personal property of the BOARDER and said property is stored on the premises of LBL at the sole risk of the BOARDER. Personal property includes, but is not limited to, horse(s), tack, equipment, trailer(s), etc.

The BOARDER hereby assumes and shall bear the entire risk of loss and damage of any kinds and nature, whether or not caused by the active negligence of LBL, to BOARDER, the Horse(s) and/or any other property of the BOARDER, LBL, or third party, while at LBL, and to hold LBL harmless for the same. Likewise, the BOARDER assumes the risk of any loss or damage to the person or property of others caused either by the Horse(s) or the actions of the BOARDER or the BOARDER’S agents or guests, while at LBL.

During the time that the horse(s) is in the custody of LBL, LBL shall not be liable for any sickness, disease, stray, theft, injury or death which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on the LBL premises.

Termination

Either party may terminate this Agreement, for any reason, or no reason at all, by giving the other party 30 days written notice thereof. LBL reserves the right to give less than 30 days written notice when the health and/or safety of others is at risk. LBL is entitled to retain possession of said horse(s) until all amounts due LBL are paid in full. LBL reserves the right to immediately terminate this agreement in the event that a horse or horse/rider combination is deemed dangerous.

Notice/Construction/Non-Assignment

Any notice to LBL required by this Agreement will be deemed given if delivered to LBL Management in hand, or mailed to LBL at 434 Singleton Rd Spencer, TN38585. Any notice to the BOARDER, if of a general nature, shall be deemed given when posted in the LBL Equestrian Center, and if to the BOARDER specifically, when delivered to the BOARDER’S hand, or mailed to the BOARDER’S last known address. All terms of this Agreement shall be construed in accordance with the laws of the State of Tennessee and the court of that state shall have exclusive jurisdiction over matters arising under this Agreement. This Agreement shall be legally binding upon BOARDER, BOARDER’S legal heirs, legatees, attorneys and trustees. The BOARDER cannot assign this agreement.

Warning

UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20, SECTION 1.

I/We, the undersigned, have read, and do understand the terms of this agreement, warnings, and assumptions of risk and knowingly release and waive liability against LBL. I/We further attest that all facts are true and accurate.

Signature of Boarder: _____ Date: _____

LBL Agent: _____ Date: _____