



VACATION CARE

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 "Owner"), owner of the horse(s) described in Section III below, for care of said horse(s), pursuant to the terms and conditions as set forth herein and conditional upon timely payment of the applicable services rate.

Owner 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*

COMPLIMENTARY – Visual Check of Horses

BASIC – \$20.00/day. Visual Check, Water, Hay and/or Grain in Pasture/Run In 1x Day

FULL – \$50.00/day. Horses Brought In, Water, Hay and/or Grain 2x Day, Pick Stall

*Prices include care for up to 2 horses. Each additional Horse – Basic - \$10/day; Full - \$15/day. Hay and Grain to be provided by customer.

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 OWNER cannot be reached, or the OWNER after request by management, fails to provide or secure such services for the Horse(s). LBL shall first attempt to notify OWNER 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 OWNER, or the OWNER 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 OWNER to care for the Horse. OWNER 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 OWNER, and agrees to hold LBL harmless from any costs of such care.

Terms

Payment of Vacation Care is due on the date specified on INVOICE. INVOICE will be issued within 10 days of completion of Vacation Care Period. OWNER agrees to make timely payment for Vacation Care. If an increase in the Vacation Care rate is warranted a 30 day notice will be posted. A \$25.00 late fee will be assessed if payment is not made by 10 days after due date listed on invoice (and will be compounded every 10 days payment is past due). A \$25.00 service charge will be assessed on all returned checks.

Duration of Care

OWNER agrees to fill out a "Vacation Care Period" form for each vacation instance detailing the dates for which horse(s) shall be under the care of LBL. OWNER agrees that if an extension of those dates is needed, verbal notice need be given LBL, and such notice will be considered binding under this agreement.

_____Initial Here

Indemnity

OWNER 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).

Risk of Loss/Hold Harmless

The OWNER 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 OWNER, the Horse(s) and/or any other property of the OWNER, LBL, or third party, and to hold LBL harmless for the same. Likewise, the OWNER 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 OWNER or the OWNER'S agents or guests.

During the time that the horse(s) is in the care 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 in the care of LBL.

continued

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, TN 38585. Any notice to the OWNER, shall be deemed given delivered to the OWNER’S hand, or mailed to the OWNER’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 OWNER, OWNER’S legal heirs, legatees, attorneys and trustees. The OWNER 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 Owner: _____ Date: _____

LBL Agent: _____ Date: _____