

BOARDING CONTRACT AND LIABILITY RELEASE

This BOARDING CONTRACT AND LIABILITY RELEASE (hereafter, "Agreement") is made by and between IVORY FARMS STABLES, LLC, a Michigan limited liability company (hereafter, "Stable"), and [NAME] _____ (hereafter, "Owner").

A. BOARDING SERVICES, FEES, AND CHARGES.

1. *Basic Board.* As consideration for Stable's boarding and care of Owner's horse or pony, identified below, Owner agrees to pay Stable fees of \$ 8 5 0 . 0 0 a month for board, which includes use of box stall, stall bedding and cleaning, feeding grain and hay twice daily, watering, pasture turnout, use of arenas, and group pasture.

OTHER SERVICES - Specify and initial here: _____

All fees and charges are subject to change by Stable upon thirty (30) days advance written notice to Owner.

2. *Additional Fees, Services and Charges.* As further consideration for the boarding and care of Owner's horse, Owner agrees to pay Stable fees set forth in the **Stable's Schedule of Additional Services and Charges**, a current copy of which is attached, as these additional services and charges may be incurred or provided by Stable.

3. *Due Dates/Late Payment Fees/Interest.* Fees and charges for services performed by Stable are due and payable to Stable on the first (1st) day of each month. Payments made more than five (5) days after that date must include a late payment fee/administrative charge of \$3.00 per day per horse. No refunds will be permitted by Stable. A returned check fee of \$35/per check returned/non-sufficient funds fee also applies. Stable will apply a 7% per annum interest rate to all unpaid fees and charges. *Owner understands and agrees that each horse boarded under this Agreement will not be released from Stable until all fees and charges are fully paid to Stable. The above-described board fees do not include veterinary, farrier, or other services. The costs and charges for these services must be paid exclusively by Owner, and Owner agrees to pay for them.*

B. FIRST PAYMENT. Stable acknowledges the receipt of \$ _____, which has been paid by Owner to Stable upon the signing of this Agreement. This payment will be applied toward the first month's fees and expenses due to Stable under this Agreement.

C. INFORMATION ABOUT OWNER AND HORSE(S) TO BE BOARDED.

1. *Owner.* Owner's Name: _____

Address: _____

E-mail: _____

Telephone Nos. (home) _____ (work) _____ (cell) _____

Person(s) to Contact in Emergency: _____ Phone Nos.: _____

Owner agrees to keep Stable immediately notified of any changes in the above information.

2. *Horse*. Owner desires to have this horse or pony stabled and maintained on the Stable's premises pursuant to this Agreement:

Please provide complete information below and promptly notify Stable of any updates:

Name of Horse: _____

Age/Breed/Color: _____

Breed & Registration Nos. _____

Vices/Habits: _____

Describe Horse's Health History: _____

Owner's Preferred Veterinarian (if Any) & Phone: _____

Equine Insurer & Policy #: _____

Equine Insurer Emergency Phone: _____

Other Information: _____

With respect to the horse identified above, Owner is [CHECK ONLY ONE]:

full 100% owner

part owner, with names, addresses & phone numbers of all owners of the horse being the following: _____ *Owner understands that the liability of each co-owner of the horse under this Agreement, as listed above, shall be joint and several.*

lessee, leasing the horse from this person/entity: _____ whose address and phone number is: _____

buying the horse under an installment payment contract from this person/entity: _____ with final payment due on _____ and with title/ownership currently held by this person or entity: _____

The horse described above will hereafter be referred to as "the Horse" throughout this Agreement.

Owner represents and warrants to Stable that the Horse is, to the best of Owner's knowledge, information, and belief, free from transmittable illnesses or diseases and is/are de-wormed and current on vaccinations for tetanus, EEE, Potomac Fever, strangles, flu, rabies, and rhino. Before bringing the Horse to Stable, at Stable's request, Owner must provide Stable with (1) a negative Coggin's Test taken of the Horse by a licensed veterinarian within the past one (1) year; and (2) proof that the horse is current on vaccinations. Owner represents and warrants to Stable that the Horse has not, to the best of Owner's knowledge, been exposed to or had equine strangles. Owner understands that new horse(s) at Stable's facility will be kept in isolation for a period of up to two weeks in order to ensure good health for the rest of the herd. Additionally, Owner's Horse may be required to isolate if it leaves the Stable and is in contact with outside horses such as at events, clinics, or shows. *Stable is relying on each of Owner's representations and warranties as a material condition to entering into this Agreement and allowing Owner to bring Owner's Horse onto the Stable's property.*

3. *Date of Receipt of Horse(s)*. Stable acknowledges the receipt of the Horse from Owner on: [DATE] _____ for boarding under the terms of this Agreement. Owner has inspected the Stable's premises and is satisfied with their condition.

INITIAL HERE: _____ **D. RELEASE OF LIABILITY.** As further consideration for the Stable undertaking the boarding and keeping of the Owner's Horse now and in the future under the terms of this Agreement, and in consideration of Stable allowing Owner to enter the Stable's premises and surrounding land for this purpose and for other purposes, related or unrelated, Owner agrees to release, hold harmless, and discharge Ivory Farms Stables, LLC, Mickey Shapiro, Kristen Terteling, Lautrec Ltd., and their respective members, managers, employees, agents, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf (hereafter collectively referred to as "The Released Parties") from liability for any and all bodily injuries or damages that Owner may sustain from any cause while Owner is on, near or off of the Stable's premises (regardless of whether Owner is riding, driving, handling, or near equines or merely on, near, or off of the Stable's premises) that are caused in whole or in part by the ordinary negligence or legal liability of any or all of The Released Parties. The term "damages" means medical expenses, claims, expenses or losses incurred due to bodily injury or property damages and/or personal property damages.

Further, Owner agrees to release and discharge The Released Parties of and from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Owner's injury or damage that may be sustained or property damage (except if the injury or damage is caused by Stable's gross negligence or willful or wanton misconduct). **THE LIABILITY RELEASE CONTAINED IN THIS AGREEMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351.**

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

INITIAL HERE: _____ In addition, with regard to the Horse, Owner agrees to hold harmless and release The Released Parties from liability for any and all injuries, damages, or losses that the Horse may sustain that may accrue from any cause whatsoever, including fire, theft, running away, accidents, illness, or injuries during the term of this Agreement and while the Horse is on the Stable's premises and/or is under Stable's care, custody, or control at any location (except if the injury, damage, or loss is directly caused by Stable's gross negligence or willful and wanton misconduct).

Owner also understands and agrees that Stable will not be liable for any loss of, damage to, or theft of Owner's equipment, tack, trailers, or belongings that may be kept, used, or stored on or near the Stable's premises.

E. INDEMNIFICATION. To the greatest extent allowed under Michigan law, Owner shall be solely responsible for all acts and behavior of the Horse at all times. In no case shall The Released Parties be liable for the acts and behavior of the Horse [other than the exercise of gross negligence or wanton and willful misconduct on Stable's part in the boarding, handling, or keeping of Owner's horse(s)]. Owner also hereby agrees to indemnify and hold harmless The Released Parties against all damages and losses that Owner or Owner's guests or representatives may cause that are sustained or suffered by any third person(s) ["third persons" are people who are not parties to this Agreement, including, but not limited to, Owner's relatives, guests, other Stable visitors, other people at any location, etc.] by reason of the stabling or keeping of the Horse at Stable, including any and all claims, damages, or injuries. The indemnification shall also include reimbursement of Stable's attorney's fees and costs.

F. RULES, EMERGENCIES, HEALTH SCHEDULES, AND OTHERS.

1. *Stable Rules/Guidelines.* Owner has received a copy of the Stable's current Rules and/or Guidelines before signing this Agreement. Owner understands that Stable reserves the right to amend its rules or guidelines with thirty (30) days' advance notice. Owner agrees to strictly abide by all of Stable's rules or guidelines in existence or as may be amended. Also, if Owner discovers any defects in or around Stable, Owner agrees to notify Stable immediately.
2. *Emergencies.* Should Stable determine that the Horse has become injured or ill, Stable will notify Owner as soon as possible at the phone number(s) specified in this Agreement. However, if Owner is unable to be reached or does not immediately inform Stable regarding measures to be taken, or if the Horse's health requires emergency action, the right to contact a veterinarian or to furnish other advisable attention is within Stable's discretion. By signing this Agreement, Owner agrees to allow Stable to contact Owner's veterinarian or clinic of choice or, if that veterinarian/clinic is unavailable, Stable's veterinarian or clinic of choice. Under all circumstances, Stable is acting as Owner's agent to procure veterinary attention for the Horse but not for the payment of any charges or fees. Owner shall be solely responsible for payment of fees and charges that are incurred. *Owner is strongly encouraged to notify his/her preferred veterinarian and make advance payment and other arrangements with that veterinarian to cover possible emergencies and situations involving the Horse in the future when Owner cannot be reached.*
3. *Equine Vaccination and De-Worming Program.* Owner agrees to participate in any horse de-worming and/or vaccination programs against equine epidemics, viruses, or other illnesses (including, but not limited to, Potomac Fever, strangles, rhino, and influenza) that Stable may deem necessary for the general well-being and safety of horses maintained at Stable. Stable will advise Owner of its program and the schedule. Owner agrees to follow the program and hereby authorizes Stable to arrange for routine veterinary services, such as de-wormings or vaccinations to the Horse consistent with Stable's program and as Stable deems necessary. *If Stable procures veterinary care for Owner's Horse, Stable, under these circumstances, is acting as Owner's agent to procure the services but not for payment. Owner is responsible solely responsible for paying for all veterinary fees, charges, and services.*
4. *Liability Insurance.* Stable strongly suggests that Owner procure, at Owner's sole expense, a policy of liability insurance designed to protect Owner and applicable to the actions of Owner's Horse.
5. *Farrier Services.* Stable's preferred farrier will visit the Stable on a regular basis, and a sign-up sheet will be posted. Owner can make arrangements with Stable's preferred farrier to attend to Owner's Horse, or Owner can use a farrier of Owner's own choosing through Owner's own arrangements. For Stable's preferred farrier, Owner must have pre-payment ready. Regardless of the farrier Owner uses, Owner shall be solely responsible for paying for all farrier fees, charges, and services applicable to Owner's Horse.
6. *Releases of Liability/Forms.* Owner, as well as all persons of legal age who enter the Stable's property, are required to sign Stable's Waiver, Agreement and Liability Release. Parents or legally-appointed guardians are required to sign on behalf of minor children who are under the age of 18.
7. *Independent Equine Professionals on the Stable's Premises.* Owner understands that riding instructors, trainers, equine professionals, and/or clinicians may occasionally do business on or near the Stable's property (only if Stable gives them advance permission and if they show Stable satisfactory proof of liability insurance), but Owner understands that they operate wholly independent businesses and that they have no employment, partnership, joint venture, principal-agent or other similar arrangement with Stable.

8. *Excessive Damage.* If Owner and/or the Horse cause damage to Stable's facilities, Owner must reimburse Stable for the cost of repair (materials and labor) if repair costs exceed \$150. Damages include, but are not limited to, excessive wood chewing, breaking or damaging fences, gates, implements, structures, fixtures, stalls, or others.

G. TERMINATION OF AGREEMENT.

1. *By Stable.* Stable reserves the right to refuse to continue boarding the Horse for any reason. Stable shall give Owner at least thirty (30) days' advance notice to remove Owner's Horse from Stable (removal of which requires payment to Stable in full before the Horse leaves the property). In extreme situations (determined in Stable's sole discretion that include, but are not limited to, the Horse's health, dangerous or destructive propensities of the Horse or Owner, or others), Stable reserves the right to give Owner one (1) week advance notice of termination. After Owner has paid Stable in full for all fees and charges and has removed the Horse from the Stable, Owner's payment obligations to Stable under this Agreement shall be concluded.

2. *By Owner.* Upon at least thirty (30) days' advance notice to Stable, Owner may terminate this Agreement for any reason and remove the Horse. Before removal of the Horse, Owner must pay Stable all fees, charges, and expenses that are incurred up to the date when the Horse is removed from Stable's custody and control.

3. *Survival of Release, Waiver, and Indemnification.* It is mutually understood that the other provisions of this Agreement, including but not limited to the waiver and release of liability and indemnification provisions in paragraphs D and E, above, shall survive the termination of this Agreement and shall remain in full force and effect at all times, now and in the future, regardless of who may terminate this Agreement and the reason.

H. LIEN FOR FEES AND CHARGES. Owner hereby grants Stable a possessory lien against the Horse that is boarded on Stable's property or in Stable's care, custody, or control for the value of any unpaid boarding fees or other charges that are due to Stable under this Agreement. Owner agrees that in the event that the specified boarding fees and charges are not fully paid within sixty (60) days after the same have become due and payable in accordance with this Agreement, Stable shall be permitted to exercise its lien rights, and, in connection with these rights, to sell the Horse at private or public sale. Owner agrees to waive any protections or contrary provisions afforded by the Michigan agister's lien statute, MCL §570.185, *et seq.* Owner shall reimburse Stable for the costs of such sale, including consignment fees, listing fees, hauling, stabling, attorney's fees, and other charges. Stable shall give Owner at least fourteen (14) days advance notice of any such intention to sell the Horse by: (1) mailing a letter to Owner's last-known address by regular, first-class mail containing such intentions to Owner; and (2) making reasonable efforts to reach Owner by telephone. If the sale of the Horse does not secure a sufficient price to pay the costs of board and other charges due to Stable, plus hauling and mileage, and other reasonable expenses and costs of the sale, Owner shall pay Stable the difference.

I. MISCELLANEOUS PROVISIONS.

1. Owner represents that all information provided in this Agreement is true and accurate.

2. This Agreement shall be binding on, and inure to the benefit of, Stable and Owner, and their respective representatives, members, managers, employees, agents, heirs, assigns, and affiliated persons.

3. Modifications to this Agreement are only binding if in writing and signed by Stable (*only* an authorized representative of Stable may sign) and Owner. Stable's amended rules do not require written acknowledgment.

4. Owner is not permitted to assign this Agreement to anyone without Stable's advance written permission.

5. This Agreement is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. If any provision is found invalid or unenforceable, the remainder of this document shall stay valid and enforceable at all times – now and in the future.
6. This Agreement contains the entire agreement between Owner and Stable with respect to its subject matter and incorporates and integrates all previous promises or understandings between Owner and Stable with respect to the subject matter. This Agreement contemplates that Owner and others (who may or may not be affiliated with Owner) are also signing Stable's Waiver, Agreement and Liability Release. It is understood that nothing in this Agreement invalidates or waives any provisions of Stable's Waiver, Agreement and Liability Release, and all provisions contained in Stable's Waiver, Agreement and Liability Release are reaffirmed and are incorporated into this document as if those provisions were set forth here.
7. Should Owner breach any part of this Agreement, or if disputes arise out of this Agreement, Owner agrees to pay Stable's reasonable attorney's fees and court costs related to Owner's breach to the fullest extent allowed under Michigan law. It is also agreed that any legal disputes between the parties must be brought and litigated in a State or Federal court of proper jurisdiction located in or nearest to Oakland County, Michigan.
8. *Stable's Option to Submit Disputes to Binding Arbitration.* Owner agrees that Stable has the exclusive right, in its sole discretion, to submit any dispute(s) between Owner and Stable arising under this Agreement to binding arbitration as provided under the Michigan arbitration statute, pursuant to the provisions of Michigan statutory law and/or the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitrator selected by the parties need not be provided by AAA, and the arbitrator's decision shall be final and binding and may be enforced by any court of competent jurisdiction. The parties agree that Stable's submission of any dispute to arbitration is a condition precedent for invoking the jurisdiction of any United States or Michigan court over the subject matter of the dispute, except for suits for injunctive relief and suits in aid of arbitration. The parties agree and understand that they each are giving up the right to a jury trial on any issues triable to a jury that may arise out of any dispute between them pertaining to the subject matter of this Agreement.

SIGNATURES ON THE NEXT PAGE

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS BOARDING
CONTRACT AND LIABILITY RELEASE (ALL SEVEN PAGES)
AND AGREE TO BE FULLY BOUND BY ITS TERMS**

OWNER:

OTHER OWNER 'S SIGNATURE (if two
Owners or Owner's parent/legal guardian):

By: _____

By: _____

Print Name: _____

Print Name: _____

Date of Signature: _____

Date of Signature: _____

STABLE:

IVORY FARMS STABLES, LLC
a Michigan limited liability company

By: _____
Authorized Representative

Date of Signature: _____

**ATTACHMENTS TO THIS AGREEMENT
(CHECK AND INITIAL ALL THAT APPLY):**

- _____ Stable Rules (current as of the date this Agreement is presented)
- _____ Negative Coggins Test of Horse taken within the past one (1) year and current as of the date this Agreement is presented
- _____ Stable's Schedule of Additional Services and Charges (current as of date this Agreement is presented)
- _____ Other (specify): _____

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.