

worming. Farm reserves the right to reject any Horse for any reason in its sole discretion.

2. Care of Horses. *The Farm, its agents and employees, shall employ the degree of care customarily employed by persons who board, train or keep and maintain horses in central Kentucky and shall not be liable for the loss of or injury to any of the Horses unless it is established by clear and convincing evidence that such degree of care was not employed. Provided, however, that the Farm shall not be liable for, and is hereby released from, any and all liability with respect to any loss of or injury to the Horses, Owners and invitees, to the extent that Owner obtained insurance which compensates or indemnifies Owner against such loss or injury. **OWNER SPECIFICALLY ASSENTS TO THIS CONDITION OF CUSTODY AND WAIVES EACH AND EVERY CLAIM FOR DAMAGES RESULTING FROM DISEASE, INJURY, DEATH, DISABILITY OR INJURY.***

3. Visiting Hours. *Farm is a private facility and all visits must be scheduled at least 24 hours in advance of such proposed visit and approved by Farm. Visiting hours are between the hours of 7am and 4pm, and at other reasonable times that may be needed, as determined by Farm, in its reasonable discretion.*

4. Rate for Services. *Owner agrees to pay Farm its prevailing rates for board, keep, maintenance and training, which may be adjusted by Farm from time to time in its discretion, for each Horse for as long as each Horse remains in Farm's care and custody. The initial rate and other costs charged are as set forth on Exhibit B attached hereto and incorporated herein. This rate may be changed at Farm's sole discretion upon reasonable notice to Owner. Farm shall have a lien on the Horses for board and care pursuant to KRS 376.400.*

a. Expenses. *In addition to the rates as shown on Exhibit B, Owner agrees to pay all expenses incurred in the proper care and maintenance of each Horse, including, without limitation, such veterinarian (both routine and emergency), blacksmith, dentist, acupuncture, chiropractic and other services, entry fees and transportation charges, as may be incurred for each Horse. This also includes owner requested supplements such as daily SmartPaks. These costs shall be paid directly by Owner to third-party vendor. In the event Farm pays any third-party vendor directly for expenses incurred in the proper care and maintenance of each Horse, Farm shall be entitled to full reimbursement by Owner.*

b. Training. *Farm shall provide training of Horse(s) as agreed between Farm and Owner. Owner agrees that training costs shall be considered part of the cost of*

care and board of Horse(s) and shall be subject to lien and collection pursuant to KRS 376.410.

*c. **Sales.** Owner shall pay a 10% commission fee to Farm if horse is sold while under care of the Farm. This is regardless of age of Horse(s) or duration of stay on Farm.*

5. Billing. Farm shall furnish to Owner on a monthly basis, commencing on the first day of the month following delivery of the Horse(s) to Farm, a statement of the expenses for the previous month, including board, incurred with respect to each Horse. Owner agrees to pay such statement within ten (10) days of the date of such statement. If statement is not paid by the tenth (10th) of the month, a credit card on file will be charged for the full amount of the unpaid statement, with interest of 1.5% on the unpaid balance. Applicable credit card fees shall also be applied. Owner hereby irrevocably authorizes Farm to charge such credit card on file for any unpaid statement and expenses with respect to each Horse. This authorization shall remain in effect until expressly revoked by Owner by delivering written notice to Farm, provided no revocation shall be deemed effective if made before payment in full of any expenses owed by Owner.

Credit Card: _____

Exp. date: _____ Security Code: _____

Billing address: _____

6. Representations and Warranties of Owner. Owner specifically represents that (i) Owner is the owner of the Horse(s) or is fully authorized to represent the person or entity owning the Horse(s) for the purpose of executing this Agreement and that he/she will be personally liable for the performance of this Agreement; (ii) there is not now any lien or other encumbrance against the Horse(s); (iii) the Horse(s) is free from infectious disease; (iv) the Horse(s) has received within the previous twelve (12) months a Coggins test which reflects a negative result; and (v) the Horse(s) has received tetanus, Eastern and Western EI and West Nile, rhino pneumonitis, influenza, rabies, and botulism within the past twelve (12) months and will be given the above vaccinations and produce a negative Coggins test every twelve (12) months (or as otherwise recommended by a veterinarian) during the term of this Agreement. Additionally, Owner must provide record of deworming and fecal results prior to Horse(s) arrival. Owner shall furnish, prior to execution of this Agreement, the results of any tests or proof of vaccination for the Farm's examination and records. Owner hereby acknowledges and agrees that it shall furnish,

upon request, the results of any tests or proof of vaccination for the Farm's examination. Owner will not create or permit any liens or security interest to attach to the Horse(s) without the prior written consent of Farm.

7. Insurance. *Owner is solely responsible for maintaining any and all insurance on each Horse. If the Horse is presently insured, Owner shall provide such information to Farm including emergency contact information for the insurance company in the event of injury or illness of the Horse. If the Horse is not presently insured, Owner shall notify Farm in writing of insurance coverage for the Horse if such is later obtained. If Owner fails to provide such information Farm may assume that the Horse herein is uninsured. Owner fully acknowledges that Farm does not carry insurance on any horse not owned by Farm, including, but not limited to, the Horse(s) and that all risk connected with boarding and training of the Horse(s) are borne by Owner.*

8. Farm Ability to Act/Emergency Situations. *In the events any Horse requires emergency care of any kind, Owner hereby appoints Farm as agent-in-fact to authorize such care. Farm shall make reasonable attempts to contact Owner. Notwithstanding the foregoing, if Owner is not reachable or if the Horse's health requires emergency action, the right to consult a veterinarian and to proceed with all treatment at the Owner's expense, including euthanasia, or to furnish other advisable attention at Farm's discretion is granted to, but is not required of, the Farm. If a Horse subject to mortality insurance must be euthanized, the Farm will make a reasonable effort to contact the insurance company for approval of said procedure in conjunction with obtaining the necessary veterinary approval. Owner shall be solely responsible for providing Farm with current insurance information and contact numbers. Such information must be current and on file with Farm at all times. Owner agrees to pay any veterinary or other third party provider care bills incurred in such emergency care and indemnifies and holds harmless Farm fully from any liability for such actions, care or the outcome of same. In any event, Farm shall not be liable for acting or failing to act on behalf of Owner concerning the health and well-being of Horse(s).*

9. Release and Hold Harmless. *Owner, for himself, herself or itself, and on behalf of any of its agents, representatives, heirs, successors and assigns, as well as all co-owners of any of the Horses (collectively the "Releasers"), does agree to release, waive and discharge Farm and its owners, members, employees, insurers and representatives of any kind (collectively the "Released Parties"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, which may arise from or relate in any way to: fire, theft, vandalism, disease, lightning, floods and/or acts of God; the Horses; Farm's premises or its facilities; or the services provided in connection herewith; regardless of whether or not*

that claim, demand, cause of action or legal liability is or may be due in whole or in part to the ordinary negligence of any of the Released Parties. Releasors agree not to bring any claims, demands, legal actions or causes of action against any of the Released Parties for any economic or non-economic losses due to bodily injury, death, property damage or other loss sustained by the Releasors, including without limitation, harm to the Horses, harm caused by the Horses, harm arising out of the services provided herein, and/or harm arising out of the condition of the premises or operations of Farm. Without limiting the foregoing, the Releasors agree to and hereby do release, indemnify and hold the Released Parties harmless from all loss (including attorneys' fees) occasioned by any disease, injury, death or disability suffered by any Horse from any cause whatsoever while in the care, custody and control of Farm, and the Releasors specifically waive each and every claim for damages resulting from such death, injury or disability. The Releasors acknowledge that there are numerous hazards and risks of injury to themselves, their agents, employees, invitees, and persons upon Farm's property at their request and to their property incidental to boarding horses at the Farm. Therefore, it is agreed that the Releasors hereby release, waive, discharge, covenant not to sue and assume all risk of loss or damage of whatsoever kind, nature of description to their person or property or to the person or property of another as a result of, or arising out of the boarding of the Horses at Farm's property. Further, and without limiting the foregoing, the Releasors hereby agree to release, indemnify and hold harmless the Released Parties from all liability or loss (including attorneys' fees) for accidents, damage, injury or other illness to person or property (including Releasors' Horses or other horses on the Farm's premises) caused by any of the Releasors or the Horses. Releasors agree to pay any legal fees or other expenses incurred by the Released Parties in defending a lawsuit based upon harm caused or allegedly caused by any of the Releasors or any of the Horses. The provisions of this Agreement shall be construed as broadly and inclusively as permitted by the laws of the Kentucky, and shall be governed by and construed under the laws of Kentucky. The maintenance, if any, by the Released Parties of insurance relating to the claims waived, released and/or indemnified hereby, shall not affect the terms of interpretation of this paragraph.

10. Special Right of The Farm/Right of Removal. *The Farm may require Owner to remove the Horse(s) from the premises at any time for any reason or for no reason, including, without limitation, Farm, in its sole discretion, determines that the Horse(s) is diseased, that the Horse(s) poses a threat to life and/or property, or that the owner is unwilling to make payments of the obligations set forth herein. Owner further understands and agrees that if such Horse(s) is not removed within twenty-four (24) hours of such determination by the Farm, the Farm may take steps as it, in its sole discretion, determines to be necessary to protect life or property regardless of whether or not Owner*

received notice. Owner further agrees that any expenses incurred in connection with these actions shall promptly be paid by Owner.

11. Term. This Agreement shall remain in force unless and until it is terminated by either party upon thirty (30) days' written notice or unless sooner terminated by Farm pursuant to the terms of this Agreement. The terms and provisions herein shall apply until each Horse leaves the care of the Farm. Owner agrees to promptly remove any and all Horse(s) upon the conclusion of this Agreement. If Owner provides less than thirty (30) days' notice of its intention to terminate this Agreement, pre-paid expenses shall not be refundable. Farm shall be entitled to collect all board, training and other expenses due prior to Horse(s) leaving the Farm.

12. Compliance with Rules. The Owner (and any invitee of Owner) agrees to abide by the "Rules and Hours of the Farm" as posted in Farm office or otherwise posted or provided to Owner and all signs posted on barns, paddocks, pastures and along roads. Owner hereby irrevocably grants full permission for Farm to use and publish any photographs, videotapes, or other media taken of Horse(s).

13. Assignment. This Agreement cannot be assigned by Owner without the express written consent of Farm.

14. Agister Lien and Security Interest. The Farm shall have an agister's lien on all of the Horse(s) for all unpaid charges resulting from the stabling of the Horse(s) pursuant to Kentucky statutes. In addition, to secure payment of all sums due under this Agreement, Owner hereby grants to the Farm a security interest in all Horse(s) boarded pursuant to this Agreement or otherwise and authorizes Farm to execute and file any and all documents necessary and appropriate to perfect its security interest including UCC-1 financing statements. The Farm reserves the right (to be exercised in its sole discretion) to hold and maintain possession and control of any of Owner's Horse(s) stabled at the Farm, at the sole expense of the Owner, until all unpaid charges or penalty resulting from the stabling of any of Owner's Horse(s) at the Farm are paid in full. Further, the Farm reserves the right to force the sale of the Horse(s) in the event the Owner has not made payment of its obligations hereunder for a period of forty-five (45) days or more in accordance with KRS 376.400.

15. Controlling Law and Venue. This Agreement shall be governed by and construed under the prevailing law of the Commonwealth of Kentucky and venue for any action between the parties related in any way to this Agreement or related in any way to the Horses shall be in Fayette County, Kentucky.

16. Attorney's Fees. *In the event Farm is required to institute any action including, but not limited to, litigation in collection efforts at trial or appellate proceedings, Farm shall be entitled to recover its reasonable attorney's fees and costs expended, in addition to any other remedies.*

17. Binding Effect. *All terms and conditions of this Agreement shall be binding on the heirs, executors, administrators, successors or assigns of the parties.*

18. Severability. *In the event one or more of the provisions contained herein shall for any reason be held to be invalid, illegals or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.*

19. Notices. *Notice shall be provided in writing to either party at the addresses shown in the preamble above.*

20. Modification or Amendment. *This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces all other agreements, whether verbal or written. The parties agree that no modification or amendment of this Agreement shall be binding unless such modification or amendment is in writing and is duly accepted and executed by Owner and Farm.*

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

IN WITNESS WHEREOF, the parties have agreed as of date set forth

OWNER

Address: _____

Telephone number: _____

Authorized Agent: _____

Agent's Name: _____

FARM

EXHIBIT A

HORSE AND OWNER INFORMATION

Barn Name: _____

Registered Name: _____

Microchip Number: _____

Date of Birth: _____ *Breed:* _____ *Sex:* _____

Sire: _____ *Dam:* _____

Dam Sire: _____

Color: _____ *Birth Year:* _____

Please Select All of the Services to be Provided to the Horse:

Young Horse Raising Program _____

Riding Horse Training Program _____

CEM Mare Quarantine _____

Insurance Company: _____

Phone Number: _____ *Policy #:* _____

Please enter the last dates your horse has had the following:

Farrier: _____ *Coggins:* _____ *Dental:* _____

Worming: _____ *Type of Wormer:* _____

Fecal Test: _____

Vaccinations and Dates:

Tetanus: _____ *Eastern/Western EI:* _____

West Nile: _____ *Rhino Pneumonitis:* _____

Influenza: _____ *Rabies:* _____ *Botulism:* _____

Last Shoeing: _____ *Next Due:* _____

Current Feed: _____

Current Medications: _____

Does your Horse have any known allergies?

Has your Horse ever coliced? If so, when and why?

Does the Horse have any past health issues or other handling idiosyncrasies the Farm should be aware of?

Other special needs or relevant information about your Horse?

Items shipped with Horse:

Owner Name: _____

Owner Phone Number: _____

Owner Billing Address: _____

Owner Email: _____

Additional Contact Person for Horse/Relationship:

If CEM Mare Quarantine Services are to be provided, please complete these

additional questions:

Name of Agency and Contact Name/Number for Import Services:

Contact in the United States for CEM Mare While in Quarantine:

Address of Mare to be Shipped Post-Quarantine:

Contact Information of Individual/Company Arranging Shipping Post-

Quarantine:



EXHIBIT B

2024 BOARD RATES

Weanling/Yearling/2 Year Old: \$40/day

Rehab Basic Rate: \$85/day

Riding Horse Training Board: by inquiry

*CEM Mare Import Quarantine: \$85/day
(veterinary services contracted and invoiced separately)*

CEM Mare Export Quarantine: by inquiry

Chiropractic: \$125/treatment