

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE - Amended June 1, 2020

FUTURE PERFORMANCE HORSES
2586 County Road 1162 Cullman, AL 35057
www.FuturePerformanceHorses.com
(334) 797-7787

PLEASE READ CAREFULLY BEFORE SIGNING;
FUTURE PERFORMANCE HORSES DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S).

IT IS HEREBY AGREED TO AS FOLLOWS:

WARNING: Under Alabama 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 the Equine Activities Liability Protection Act, 6-5-337 (enclosure).

A. DEFINITIONS - The term "FACILITY" shall herein refer to any of Future Performance Horses' properties, trainers, managers, owners, agents, volunteers, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on Future Performance Horses' behalf. The abbreviation "FPH" shall herein refer to Future Performance Horses. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be boarded under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The terms "BOARD" and "BOARDING" shall herein refer to the housing, pasturing, and care taking of horses. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER, the parents or legal guardians thereof if a minor, friends, or family. The term "CONTROL" shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER intends for the FACILITY to undertake the BOARDING of the animal listed below under Clause C and/or have the FACILITY care for the OWNER's animal(s). The FACILITY will provide other incidental services according to terms and conditions set forth herein.

C. FEE SCHEDULE FOR BOARDING SERVICES - FACILITY shall provide OWNER with a fee schedule for services in advance of the signing of this agreement, which shall become part of this agreement. OWNER shall pay FACILITY for services as checked below. See section V. for information on changes. OWNER must select on option below and agrees to pay the FACILITY the sum as indicated by the option chosen for each animal.

1. ___ FACILITY provides pasture board for the animal at the sum of \$250 per month for a contract length of six months (auto-renews at end of term)
 - Group pasture or paddock turnout
 - Individual pasture/paddock - additional \$100 per month; required for stallions and/or excessively dominant horses (at FACILITY's discretion)
 - Trailer parking
 - Discounted lesson fees (10% off participation in individual or group lessons)
 - Use of community tack area/outdoor arena/cross-ties/trails - OWNER is not guaranteed access to the arena during lesson times
 - OWNER must deworm horse every month according to the FACILITY's prescribed schedule (OWNER pays for deworming product)
 - In the event the OWNER fails to deworm their horse each month, the FACILITY will supply product and the OWNER will be billed at \$15 a dose
 - OWNER supplies all feed and free access to round or square bales of forage when grass is inadequate (September-April at minimum)
 - FACILITY can provide Bermuda/Alfalfa/Peanut as long as an adequate supply is available - OWNER must provide, if FACILITY runs out
 - Price of grain/forage is subject to change, at any time, based on market value
 - In the event OWNER fails to provide grain/forage, FACILITY will supply and OWNER will be billed at cost

2. ___ FACILITY provides full service board for the animal at the sum of \$450 per month for a contract length of six months (auto-renews at end of term)
 - All above services and stipulations (turnout as available and at FACILITY's discretion)
 - One personal 5' x 15' tack area
 - One 15' x 15' or 15' x 25' stall (size of stall provided will be based on availability and FACILITY's discretion)
 - FACILITY feeds animal twice per day (OWNER provides all feed/hay/supplements)
 - In the event OWNER fails to provide grain/forage, FACILITY will supply and OWNER will be billed at cost
 - FACILITY provides twice daily stall cleaning (FACILITY supplies 4 bags of pelleted pine bedding/month, any additional bags must be provided by OWNER)

Additional Services Available:

Truck and Trailer Travel

\$60 per trip (covers hooking-up/unhooking/loading/unloading - - excessive loading/unloading time is charged for by the hour) - shared by all parties
\$1.50/mile/horse in Two Horse Trailer or \$1.00/mile/horse in Six Horse Trailer

As able, FACILITY will hold horse for the farrier/veterinarian/other therapists and professionals at the rate of \$60/hour

OWNER arranges appointments after identifying availabilities in the FACILITY's schedule and OWNER pays all farrier/veterinary bills

Light therapy - additional \$25 per month (16 hours of artificial light when made necessary by reduced seasonal daylight)

Morning/evening blanketing/unblanketing (OWNER provides blanket - FACILITY not liable for damage to blanket - FACILITY does not groom) - \$2.50/day

OWNER'S INITIALS _____

D. DISCLOSURE OF INFORMATION ABOUT HORSE TO BE BOARDED

Name _____ Breed _____

Age/DOB _____ Sex _____ Height _____ Color _____

Registered Name/Organization/# _____

Owner(s) Name(s) _____

Owner's Address _____

Owner's Phone # (Home) _____ (Cell) _____ (Work) _____

Horse Insurance Carrier _____ Policy # _____ Phone # _____

Copy of Current Coggins Accession No. _____ Date _____ Results _____

Preferred Veterinarian's Name _____

Address _____ Phone # _____

In the event your veterinarian is unavailable for an emergency, Lee's Veterinary Hospital of Cullman will be used, without prior contact of OWNER.

Current Medications/Dosages & Treatments _____

Date of Last Deworming _____ Active Ingredient in Last Dewormer _____

Date and Name of Current Vaccinations _____

Preferred Farrier's Name _____ Phone # _____ Date of Last Service _____

Disclose Horse's Vices/Unique Habits _____

OWNER is responsible for any damages or repairs made necessary by the above vices. FACILITY is not liable for development of any vices or damages caused by them.

Other Pertinent Information _____

OWNER'S INITIALS _____

E. PAYMENT OF INVOICES

Invoices are payable with cash, check (payable to Amy Smith), or PayPal (FuturePerformanceHorses@yahoo.com - Friends & Family) and due on the first of each month. A fee of \$30.00 will be applied for each returned check, and checks will no longer be accepted as a form of payment. A \$5.00 fee will be added to the fee charged by PayPal each time PayPal is used incorrectly. Upon correct conclusion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from FACILITY's possession, until all expenses are paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 14 days before the animal leaves the FACILITY. Monthly charges for BOARDING and other incidental services are due each month *prior* to BOARD.

In the event a payment in full is overdue by five (5) days, a \$5.00 late fee per horse per day, beginning retroactively on the 1st day of the month, will be charged, until payment is received, up to a maximum of \$150 per horse per month. In the event a payment is overdue by Thirty (30) days, FACILITY shall be entitled to a lien against the horse and/or equipment stored upon FACILITY's premises in the full amount due. Enforcement of said lien shall be at the discretion of FACILITY, who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

F. BOARDING OF HORSE

The FACILITY shall board the horse and perform all services in accordance with generally accepted professional standards. The FACILITY will exercise reasonable care for the protection of the horses to the best of his/her ability. OWNER must appear in person to check on horses in pasture or full board at least once every two weeks. Other than the guarantee stated above, the FACILITY cannot and does not provide any other guarantee, expressed or implied.

If the OWNER is not satisfied with board at this FACILITY, then the OWNER has the right to terminate boarding at the six month intervals, but will be charged for boarding of the horse, until any applicable fees are paid and the horse is retrieved from Future Performance Horses' property. The request for termination of boarding services must be provided to the FACILITY by hand and in writing.

FACILITY shall provide suitable facilities and care for horse in an adequate manner with the feeding schedule being determined by the OWNER, but amendable at the discretion of the FACILITY. FACILITY shall furnish labor in accordance with the BOARD and services selected. The FACILITY has complete control over the manner of boarding and shall take all precautions for the proper performance thereof.

OWNER shall submit an information sheet for each horse on the premises belonging to OWNER, upon delivery of the horse to be boarded. This Information Sheet shall include any and all information on each horse that will aid the FACILITY in boarding and maintaining the horse (see page 2). This may include but is not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse, and how well the horse gets along with others.

G. SALE OR DEATH OF HORSE

It is hereby agreed that in the event of the sale of the horse, or the death of the horse, or if the horse becomes unfit to board, the FACILITY has the option of accepting another horse, in accordance with this condition set forth herein within Seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

H. HORSE HEALTH WARRANTY

Each horse shall enter the FACILITY'S premises free from transmissible diseases and must be effectively dewormed/current on immunizations for this area, at least 7 days prior to arriving at the training facility. The FACILITY cannot and does not guarantee the health of existing horses already on the property. The OWNER holds harmless the FACILITY for any disease/illness/parasite/death contracted by the OWNER's horse, while boarding at the FACILITY.

OWNER must present the following up-to-date documents to FACILITY prior to the entry of horse onto FACILITY's premises:

- Deworming Schedule
- Immunization Record (to include Strangles)
- Proof of Negative Coggins Test
- Veterinarian Health Certificate

OWNER'S INITIALS _____

I. FACILITY'S RIGHT TO REFUSE SERVICES

FACILITY reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits/vices, and/or non-boardable condition, which the FACILITY may not be equipped or capable to handle; OWNER's refusal to obey stable rules or to cooperate with the FACILITY on reasonable requests relative to the management, training, welfare and safety of animals and people on premises (in such event, the FACILITY shall give OWNER Seven (7) days written notice to remove horses from premises – remaining months of board will become due immediately, as well). After all fees have been paid in full, this agreement is concluded. Failure to pay boarding and other fees as due shall also entitle the FACILITY to act upon Clause Q.

J. ROUTINE HORSE CARE REQUIREMENT

Horses being boarded must participate in FACILITY's deworming (every month), immunization (every 6-12 months), hoof trimming/shoeing (every 4-6 weeks), and dental programs (every 6-12 months), the cost of which shall be borne by OWNER. All expenses for the horse by other professionals (i.e. veterinarians, farriers, dentist, trainers, etc.) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice. The OWNER shall schedule their own appointments with the professional for their horse, if a service is to be provided outside of FACILITY's scheduled times for such professional services. The facility must be notified of all appointments but is not required to be present for said appointments.

K. EMERGENCY CARE

The FACILITY agrees to attempt to contact OWNER should the FACILITY determine veterinary treatment is needed for said horse(s), but, if the FACILITY is unable to contact OWNER, the FACILITY is then authorized to secure emergency veterinary and farrier care required for the health and well-being of said horse. All costs of such care incurred shall be paid by OWNER within seven (7) days from the date OWNER receives notice thereof, or the FACILITY is authorized, as OWNER's agent, to arrange direct billing to OWNER. The FACILITY shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life threatening illness, unless the FACILITY is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates. OWNER agrees to notify the FACILITY of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably 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 the FACILITY as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

L. INHERENT RISKS AND ASSUMPTION OF RISK

The undersigned OWNER acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. OWNER has been provided a copy of the Alabama Equine Activity Law.

M. RISK OF LOSS AND STANDARD OF CARE

During the time that the animal(s) is/are in custody of the FACILITY, the FACILITY shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s). This includes, but is not limited to, any personal injury or disability the OWNER may receive on FACILITY's premises. The OWNER fully understands that FACILITY does not carry any insurance on any animals not owned by it for boarding, training, or any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the animal(s) in the possession of, and on the premises of the FACILITY are to be borne by the OWNER. The standard of care applicable to the FACILITY is that of ordinary care of a prudent animal owner and not as a compensated bailee.

OWNER'S INITIALS _____

In no event shall the FACILITY be held liable to OWNER for equine death in an amount in excess of Two Hundred Dollars (\$200) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Two Hundred Dollars (\$200), at OWNER's expense, or forego any claim for amounts in excess of Two Hundred Dollars (\$200). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide FACILITY with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

N. DIRECT LOSS TO PERSONAL PROPERTY WARNING

OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, trailer, vehicle, feed/hay, equipment or other property is not covered by the FACILITY's insurance; the FACILITY shall not be liable for the OWNER's horses, tack, trailer, vehicle, feed/hay, equipment or property.

O. OWNER ACCEPTANCE OF RESPONSIBILITY

During the time that the horse is being boarded, the horse shall be in the custody of the FACILITY. OWNER has inspected the FACILITY's premises and/or has in some other way satisfied himself that the conditions of the premises and the FACILITY will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further understands that boarding/confining a horse involves the placing of above normal stress on the horse and that the FACILITY is in no way responsible for the results of the levels of stress, which could potentially cause injury, illness, and/or loss of horse(s) by death. OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees, or other handlers/agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior disclosed or undisclosed to the FACILITY by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse.

P. RELEASE OF LIABILITY

In consideration of the FACILITY undertaking the boarding and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the FACILITY, FACILITY's owners, agents, employees, volunteers, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on FACILITY's behalf, (hereinafter, collectively referred to as ASSOCIATES), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the FACILITY's and/or FACILITY's ASSOCIATES ordinary negligence; and I do further agree that even in the event of the FACILITY's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions, and causes of action, against the FACILITY and FACILITY's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the FACILITY. OWNER further voluntarily agrees and warrants to Release and Hold Harmless the FACILITY and FACILITY's ASSOCIATES from any liability whatsoever, including, but not limited to, any incident caused by or related to FACILITY's negligence; injuries known, unknown, or otherwise not herein disclosed; injuries, death, or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling of horse whether horse is bucking, flipping, spooked; or OWNER'S failure to understand any of the FACILITY's directions relating to riding or otherwise use and control, or lack thereof, of horse.

Q. RIGHT OF LIEN

The OWNER is given notice that the FACILITY has a right of lien as set forth in the laws of this state, 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) and other property until the amount of said indebtedness is discharged. However, the FACILITY 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 the FACILITY exercises the FACILITY's lien rights as above-described for non-payment, 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 the FACILITY's representatives setting forth the material facts of the default and foreclosure as well as the FACILITY's compliance with foreclosure procedures as required by law.

In the event collection of this account is turned over to an attorney, OWNER agrees to pay all (OWNER's and FACILITY's) attorneys' fees, costs, and other related expenses for which a minimum charge of One Thousand Dollars (\$1000.00) will be assessed.

OWNER'S INITIALS _____

R. OWNER RIGHT OF TERMINATION

Upon Thirty (30) days written notice to the FACILITY, and after a minimum boarding period of Six (6) months, the OWNER may terminate this agreement for any reason. If OWNER is unable to give Thirty (30) days written notice, Thirty (30) days of fees and the amount due for the remaining months of board, according to the initial start date of this contract, will still be applied. FACILITY shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this agreement is concluded.

S. LIMITATION OF ACTIONS

Any action or claim brought by OWNER against FACILITY for breach of this Contract or for loss due to negligence must be brought within Three (3) months of the date such claim or loss occurs.

T. ADDITIONAL AGREEMENTS

Additional agreements should be listed here and be individually initialed by each party.

If none, check here and initial _____

U. AGREEMENT SCOPE AND TERRITORY

This agreement shall be legally binding upon Future Performance Horses and the OWNER/OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the FACILITY and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

V. AGREEMENT CHANGES/UPDATES

The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and services on the Internet at www.FuturePerformanceHorses.com or request a written copy from the FACILITY at the end of each six month contract, if the OWNER is to continue using FACILITY's services. This contract automatically renews every Six (6) months, with any applicable updates and price changes, unless written termination of boarding services is received by the FACILITY Thirty (30) days prior to contract's end.

W. ENTIRE AGREEMENT

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of the FACILITY's stable, and shall be enforced and interpreted in accordance with the laws of said State.

OWNER'S INITIALS _____

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT. IF THERE ARE SECTIONS IN THIS AGREEMENT WHERE AN OWNER IS SUPPOSED TO CHOOSE AN OPTION AND IT IS NOT CHECKED THEN IT IS ASSUMED THAT THE MOST EXPENSIVE OPTION IS DESIRED.

Signature of OWNER/Date

Printed Name

Signature of OWNER/Date

Printed Name

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Signature of OWNER/Date

Printed Name

Signature of OWNER/Date

Printed Name

OWNER'S DAYTIME PHONE # _____

OWNER'S EVENING PHONE # _____

OWNER'S CELL PHONE # _____

OWNER'S WORK PHONE # _____

OWNER'S ADDRESS _____

OWNER'S EMAIL ADDRESS _____

Please list name, address, and phone number of other emergency contacts the FACILITY can reach regarding your horse.

Tack and equipment inventory that is stored on the premises of TRAINER. Attach additional paper if needed:

Signature of Future Performance Horses' Representative/Date

Printed Name

OWNER'S INITIALS _____