

STACEY HASTINGS DRESSAGE

BOARDING AND TRAINING CONTRACT AND LIABILITY RELEASE

This Boarding and Training Contract and Liability Release (“Agreement”) is made by and between Stacey Hastings d/b/a Stacey Hastings Dressage and

(Referred to as “Owner”).

TERMS

A. SERVICE/FEES. Attached to this Agreement is a copy of Stacey Hastings’s current list of boarding and training services and a schedule of fees. As consideration for the boarding, training and care of horse(s), Owner agrees to pay Stacey Hastings fees each month as set forth in the Stacey Hastings’s schedule of fees. Stacey Hastings will allow a four (4) day grace period for each monthly payment of basic boarding and training fees. A \$15.00/week administrative charge/late fee will apply to payments made after to 5th of month.

In addition to the basic training and boarding fees, Stacey Hastings will invoice Owner on a monthly basis for certain other fees or charges incurred after which payment shall be due to Stacey Hastings within fourteen (14) days after Owner’s receipt of the invoice. No refunds will be permitted by Stacey Hastings. Stacey Hastings will apply interest at the rate of 8% per annum (or the highest allowable rate) on all unpaid fees and charges. All fees and charges are subject to change upon thirty (30) days written notice to the Owner. *Owner understands and agrees that horses kept in Stacey Hastings’s custody for boarding and/or training under this Agreement will not be released from Stacey Hastings until all fees and charges have been paid in full.*

The fees referenced above do not include veterinary, farrier, or other services. The costs of these services must be paid exclusively by Owner, and Owner agrees to pay for them.

B. FIRST PAYMENT. Stacey Hastings acknowledges the receipt of a payment of \$_____, which has been paid by Owner to Stacey Hastings upon signing of this Agreement. Stacey Hastings will apply this payment toward the first month’s fees and expenses due to Stacey Hastings under this Agreement.

C. INFORMATION ABOUT OWNER AND HORSE(S)

1. Owner. Owner is the owner, part owner or lessee of the horse(s) listed in Section 2, below, and is desirous of having same horses at Stacey Hastings Dressage in training pursuant to this Agreement.

Owner’s Name: _____
Address: _____
Telephone Nos. (home) _____ (work) _____
Cell Phone: _____ Email: _____
Person(s) to Contact in Case of Emergency: _____
Phone: _____

Owner agrees to keep Stacey Hastings immediately apprised of any changes to the above information.

2. Horse(s): *Please provide information below and promptly apprise Stacey Hastings of any updates:*

Name of Horse: _____
Age/Breed/Color: _____

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Vices/Habits: _____

Preferred Veterinarian _____

& Phone Number _____

Does this horse have a history of colic? (Y/N) ___ If yes what preventative measures taken?

Insurer & Policy Number _____

Insurer Emergency Number _____

Owner represents that the horse(se) described in Section 2, above is/are, to the best of the Owner's knowledge, free from transmittable illnesses or diseases and is/are wormed and current on immunizations for tetanus, EWT West Niles, strangles, flu, rabies, and rhino. Owner must provide Stacey Hastings with a negative Coggins Test taken of horse(s) and issued by a licensed veterinarian within the past twelve months.

2. Receipt of Horse(s). Stacey Hastings acknowledges the receipt of horse(s) from Owner on [Date] _____ for boarding and training under this Agreement. Owner has inspected Stacey Hastings's premises and is satisfied with the conditions of same. Stacey Hastings reserves the right to use various assistants during training. It is mutually understood and agreed that this Agreement shall apply to all persons selected by Stacey Hastings to assist in providing services under this Agreement.

D. RELEASE OF LIABILITY. In consideration of Stacey Hastings undertaking the boarding and training under the terms of this Agreement, Owner agrees to hold harmless and release Stacey Hastings, Stacey Hastings Dressage and others acting on her behalf from liability for any and all bodily injuries or damages that Owner may sustain when on or near Stacey Hastings's premises and/or riding or near horses, caused in whole or in part by the ordinary negligence or legal liability of Stacey Hastings, her agents, employees and/or assistants. By the term "damages," Owner means medical expenses incurred because of bodily injury of property damages, and/or personal property damages. Further, Owner releases and discharges Stacey M. Hastings, Stacey Hastings Dressage, and others acting on her behalf of and from all claims, demands, actions, omissions, rights of actions, 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 (except if the injury or damage is caused by Stacey Hastings's gross negligence or wanton and willful misconduct).

Also, Owner agrees to hold harmless and release Stacey M. Hastings, Stacey Hastings Dressage, and the owners of the facility where the boarding and/or training of Owner's horse(s) from any cause whatsoever, including fire, theft, running away, accidents, illness, injuries or death during the term of this Agreement and while Owner's horse(s) is/are in Stacey Hastings's care, custody, or control (except if directly caused by the gross negligence or wanton and willful misconduct of Stacey Hastings).

WARNING

Under North Carolina law, an equine sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

E. RISKS OF TRAINING/RELEASE OF LIABILITY PERTAINING TO HORSE.

Owner understands and agrees that each animal is unique and its trainers cannot guarantee the results of degree to which the horse will be trained. Owner further understand that the training of a horse involves placing above-normal stresses on the horse, both physically and mentally, which could potentially cause injury, illness, and/or loss of the horse by death. Owner accepts these risks

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and agrees to hold harmless and release Stacey M. Hastings, Stacey Hastings Dressage, the owners of the facilities where riding instruction or guidance takes place, and their respective employees, assistants, agents, insurers, representatives, heirs, assigns, and other acting on their behalf from liability for any and all injuries, damages, or losses that Owner's horse(s) may sustain arising out of the training of the same. **OWNER UNDERSTANDS THESE RISKS AND VOLUNTARILY AGREES TO ASSUME THEM.**

F. INDEMNIFICATION. Owner shall be solely responsible for all acts and behavior of Owner's horse(s) at all times during the term of this Agreement. In no case shall Stacey M. Hastings, Stacey Hastings Dressage, the owners of the facilities where riding instruction or guidance takes place, and their respective employees, assistants, agents, insurers, representatives, heirs, assigns, and others acting on their behalf be liable for the acts and behavior of the horses (other than the exercise of gross negligence or wanton and willful misconduct on Stacey Hastings's part in the boarding or keeping of Owner's horse(s)). Owner also hereby agrees to indemnify and hold harmless Stacey M. Hastings, Stacey Hastings Dressage, the owners of the facilities where riding instruction or guidance takes place, and their respective employees, assistants, agents, insurers, representatives, heirs, assigns, and others acting on their behalf against all damages that Owner or Owners guest or representatives may cause that are sustained or suffered by any third person(s) (not parties to this Agreement, including, but not limited to, Owner's relatives, guests, etc..) by reason of the stabling or keeping of the horse(s) at Stacey Hastings, including any and all claims, damages, or injuries whatsoever. The indemnification shall also include attorney's fees.

G. RULES, EMERGENCIES, HEALTH PROGRAM/SCHEDULE, INSURANCE

1. Rules. Owner has received and reviewed a copy of Stacey Hastings's current rules prior to Owners execution of this Agreement. Owner understands that Stacey Hastings reserves the right to amend its rules at any time and will provide Owner with copies of any amended rules. Owner agrees to strictly abide by and adhere to all of Stacey Hastings's rules. Also, if Owner discovers any defects in or around Stacey Hastings, Owner agrees to notify Stacey Hastings immediately.

2. Emergencies. In the event that Stacey Hastings determines that Owner's horse(s) have become injured or ill, Stacey Hastings will notify Owner as soon as possible at the telephone numbers specified in this Agreement. However, if Owner is unable to be reached or does not immediately inform Stacey Hastings of measures to be taken, or if the horse(s) health requires emergency action, Stacey Hastings will have full discretion to contact a veterinarian or to furnish other advisable attention and Stacey Hastings shall, under these circumstances, act as Owner's agent to procure medical attention but not payment of fees.

3. Veterinary Care/Inoculation and Worming Program. Owner agrees to participate in any horse de-worming and/or inoculation programs against equine epidemics, viruses, or other illnesses(including, but not limited to strangles, rhino, west nils and influenza) that Stacey Hastings may deem necessary for the general well-being and safety of horse maintained at Stacey Hastings facility. Stacey Hastings will advise Owner of its program and the schedule. Owner agrees to either (1) follow the program and to arrange for de-worming or inoculations to his or her horse(s); or (2) authorize Stacey Hastings to arrange for routine veterinary services consistent with Stacey Hastings's program and as Stacey Hastings deems necessary. If Stacey Hastings procures veterinary care, or farrier care, on Owner's behalf, Stacey Hastings shall, under these circumstances, act as Owner's agent to procure the services but *not* for payment of veterinary and farrier fees and services.

4. Insurance. Stacey Hastings strongly suggests that Owner procure, at Owner's sole expense, a policy of liability insurance designed to protect Owner and applicable to the actions and behavior

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of Owner's horse(s) while it/they are maintained on the premises of Stacey Hastings pursuant to this Agreement.

5. Damage by Horse. Owner agrees to reimburse Stacey Hastings for any excessive damage to Stable by Owner or Owner's horse(s) (such as wood chewing, breaking fencing or stall, etc.).

H. EXECUTION OF RELEASE OF LIABILITY. Owner understands and agrees that Owner and his/her guests (of their parents or legal guardians, if applicable) must execute Stacey Hastings's Agreement and Release of Liability. All provisions of the Agreement and Liability Release are reaffirmed and incorporated into this Agreement as if they were set forth here.

I. TERMINATION OF AGREEMENT

1. By Stacey Hastings. Stacey Hastings reserves the right to refuse to continue boarding Owner's horse(s) for any reason. Stacey Hastings shall give Owner at least (NUMBER)_____days' notice to remove horse(s) from Stacey Hastings. In extreme situation, such as the horse's health, dangerous or destructive propensities, or others, Stacey Hastings reserves the right to give Owner three (3) days notice. After Owner has paid Stacey Hastings in full for all fees and charges, Owner's payment obligations to Stacey Hastings under this Agreement shall conclude.

2. By Owner. Upon at least (Number)_____days' written notice to Stacey Hastings, Owner may terminate this Agreement for any reason. Owner agrees to pay Stacey Hastings all fees and expenses incurred up to the termination date and until the horse(s) are removed from Stacey Hastings custody and control.

J. LIEN FOR FEES AND CHARGES. Owner hereby grants Stacey Hastings a possessory lien against the horse(s) of Owner for the value of any unpaid boarding fees, training fees, or other charges due to Stacey Hastings under this Agreement. Stacey Hastings may exercise its lien rights pursuant to North Carolina law. In the event that the sale of Owner's horse(s) does not secure a sufficient price to pay the costs of boarding, training, and other charges due to Stacey Hastings, plus hauling and mileage, and other reasonable expenses and costs of the sale, Owner shall pay Stacey Hastings the difference.

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 benefits of, Stacey Hastings and Owner, and their respective employees, assistants, agents, insurers, representatives, heirs and assigns.
3. Modifications to this Agreement are only binding if in writing and signed by Stacey Hastings and Owner. This Agreement cannot be assigned without prior written agreement to Stacey Hastings.
4. North Carolina law governs this Agreement. If any provision is found invalid or unenforceable, the remainder of such provision or the remaining portions in this Agreement shall remain valid.
5. This Agreement contains the *entire agreement*
6. Should Owner breach this Agreement, Owner agrees to pay Stacey Hastings reasonable attorney's fees and court/arbitration costs related to such breach. Owner agrees that Stacey Hastings shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration under the rules of the American Arbitration Association: Owner consents to such forums if selected by Stacey Hastings and Owner agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties handled through the courts shall be brought and litigated in a court located in Iredell County, North Carolina. Owner consents to this location and agrees that it is convenient.

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K. SCHEDULE OF FEES

TRAINING \$750 per month

Approximately 20 rides per month. Please note there are some months there are more than 20 rides and some months there are less than 20 rides. There will be no refunds. There will be no refunds if a horse has to have 2 weeks or less off work for any reason. Any more than 2 weeks off will be addressed on an individual basis.

LESSONS \$80 45 minutes or less

CLINICS \$640 Day Rate

8 rides or less, 45 minutes per lesson. I will teach as many as 10 lessons per day, add another \$80 per lesson over the allotted 8 rides. This does not include expenses: Travel, Lodging, and Food.

SHOWS

Lodging expenses: To be divided among training horse owners.
Travel: \$1.00 per mile if hauling, 75 cents per mile if driving. This includes hauling for any reason, clinics, vettings, etc.

Horses in training: If coaching at a show students and horses that are not in training, 1-4 horse rider combination, \$300 per day. If there are more than 4 horses and riders additional fees will be added.

SALES HORSES

10% commission of purchase price if I find a buyer for your horse or present your horse for sale. If your horse is in training with me to be sold, regardless of who finds the buyer (including other professionals) there will still be a 10% commission of the gross sale. I will not add on extra money to the price of the horse to cover my commission. The cost of all advertising, photos, and postage for DVD's will be the responsibility of the horse owner.

If I am helping you find a horse, a 3% finders fee will be charged of the total purchase price. If travel is involve, all expenses will be paid for by the buyer. If no horse is purchased there will be a \$300 day fee.

If I sell a clients horse to another client, the 10% commission will apply.

GROOMING

These fees are to be paid directly to the groom:

Show Preparation: \$25 covers bathing, clipping, and tail trimming.
Mane Pulling/Trimming: \$15
Body Clipping: \$120
Braiding: It is the owner responsibility to braid or pay for a braider at competitions

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L. MISCELLANEOUS PROVISIONS.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS BOARDING AND TRAINING CONTRACT AND LIABILITY RELEASE (ALL FIVE (5) 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: _____

Stacey Hastings Dressage
("Stacey Hastings")

By: _____
Stacey M. Hastings
Date of Signature: _____

Important: OWNER MUST ATTACH (1) COPY OF HORSE'S CURRENT BREED REGISTRATIONS PAPERS AND (2) A NEGATIVE COGGINS TEST ISSUED WITHIN THE PAST ONE (1) YEAR.

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