

KAPAC FARM LLC

BOARDING AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 2012 by and between KAPAC FARM LLC, hereinafter referred to as "OWNER".

- **Fees, Term and Location.** In consideration of the initial rate of \$ _____ per horse per month paid by Owner in advance on the first day of each month, KAPAC FARM LLC agrees to board the herein described horse(s) on a month-to-month basis commencing _____, 2012. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Boarding rates are subject to change from time-to-time as set forth in Section 15 of this Agreement. This Agreement shall be deemed amended effective on the thirtieth day following the posting of revised rates by KAPAC FARM LLC and Owner agrees to pay board at the then current rate as rates are revised from time-to-time.

Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$50.00. Fees received after the sixteenth will be subject to an additional late fee of \$85.00 in the event payment is overdue by fifteen (15) days. KAPAC FARM LLC shall be entitled to place a lien against said horse(s) and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclosure its interest against said horse(s) and/or equipment for the amount due in accordance with the laws of the State of New Hampshire.

KAPAC FARM LLC reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in KAPAC FARM LLC's opinion is deemed to be dangerous or undesirable for KAPAC FARM, establishment. In such case, Owner shall be solely responsible for removing the horse within (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Agreement shall be deemed terminated and concluded upon the payment of all fees.

- **Description of Horse(s) to be Boarded.**

Name: _____

Name: _____

Sex: _____

Age(s): _____

Color(s): _____

Breed(s): _____

Registration/Tattoo(if applicable): _____

- **Emergency Care.** KAPAC FARM, LLC agrees to attempt to contact Owner should KAPAC FARM LLC feel that medical treatment is needed for said horse(s), but, If KAPAC FARM is unable to contact Owner, KAPAC FARM LLC is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within (15) days from the date Owner receives notice thereof, or KAPAC FARM LLC is authorized, as Owner's agent, to arrange direct billing to Owner.

Owner agrees to notify KAPAC FARM LLC of any and all changes 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 KAPAC FARM LLC as to what party is authorized to make decisions in the Owner's place with regard to health, well-being, and/or medical treatment of the horse(s).

- **Shoeing, Booting, Blanketing, Worming and Vaccinations.** Owner agrees KAPAC FARM LLC will worm horse(s) on KAPAC FARM's regular schedule at Owner's expense. Owner will provide the necessary shoeing of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide KAPAC FARM LLC with all health records with regard to horse(s). Owner agrees to have the horse(s)

vaccinated with the vaccines **required** by KAPAC FARM on a regular schedule, and in the event same is not accomplished and proof of same presented to KAPAC FARM LLC within thirty (30) days from the date of such services or veterinary treatment, KAPAC FARM LLC is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by KAPAC FARM LLC of the bill for such services rendered, including service charge, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. KAPAC FARM LLC will not be responsible for blanketing or booting for any of the Boarding Horses. Owners will be solely responsible for blanketing and booting of their horses. These services are not provided by KAPAC FARM LLC.

- **Ownership-Coggins Test.** Owner warrants that he owns the horse(s) and will provide proof satisfactory to KAPAC FARM LLC of the negative Coggins test upon request.

- **Rules and Regulations.** The Owner agrees to abide by all the rules and regulations of KAPAC FARM LLC and Wings and Hooves Therapeutic Riding, Inc. The Owner needs to follow the therapeutic riding schedule and/or Events at the farm and understand that the Wings and Hooves Therapeutic Riding, Inc.'s schedule takes priority. There will be evening events periodically for program training/activities, a one (1) week summer camp and some larger all day events to promote and fundraise for the program throughout the year. Please check the bulletin board in the Boarders' tack room for calendar and related activities. Wings and Hooves will provide events scheduled for at least three (3) months ahead of time so that Boarders' can plan ahead.

In the event someone other than the Owner shall call for the horse(s), such person shall have written authority by the Owner to obtain said horse(s). Please let KAPAC FARM LLC know ahead of time by a phone call or email, if this is to happen.

All riders are to follow New Hampshire State Law (as posted) all around the barn and wear protective headgear (helmets) while riding in the arena or on KAPAC FARM LLC property.

- **Right of Lien.** The Owner is put on notice that KAPAC FARM LLC has a

right of lien as set forth in the laws of the State of New Hampshire, for the amount due for the board and keep of such horse(s), and for storage and services, and shall have the right, without process of law, to retain said horse(s), until the amount of said indebtedness is discharged. However, KAPAC FARM LLC 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 value of the horse(s).

3A. KAPAC FARM LLC SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS KAPAC FARM LLC IS INSTUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Boarders please initial here. _____

Thank you,
KAPAC FARM LLC

Warning

Under NEW HAMPSHIRE law, an equine professional, or any other person engaged in equine activity, shall not be liable for an injury or the death of a participant resulting from the inherent risks of equine activities pursuant to New Hampshire Revised Statutes: 508:19

OWNER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND KAPAC FARM AND ITS OWNERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, LESSORS AND JOINT VENTURERS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF LEGAL FEES AND EXPENSES, IN BOTH LAW AND EQUITY, WHICH MAY BE INITIATED AGAINST ANY OF THE FOREGOING BY ANY PERSON ARISING FROM OR CONNECTED WITH OWNER'S USE OF OR PRESENCE UPON THE PROPERTY OF KAPAC FARM LLC AND THE FACILITIES THEREON.

- **Default.** Either party may terminate this Agreement for failure of the

other party to meet any material terms of this Agreement, including but not limited to item 9 Stable KAPAC FARM rules. In the case of default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due KAPAC FARM LLC under this Agreement shall be due and payable by the tenth day of the month immediately in the event of termination. Failure to make any payment by said due date shall place Owner in default hereunder. Acceptance by KAPAC FARM LLC of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

- **Assignment.** This agreement may not be assigned by Owner without the express written consent of KAPAC FARM LLC.
- **Changes or Termination of this Agreement.** This Agreement may be terminated by either party upon thirty (30) days notice. KAPAC FARM LLC may modify the terms of the Agreement upon thirty (30) days' notice. All notices must be issued in writing unless otherwise agreed upon by both parties. The posting of updated rate schedules in a conspicuous or open place in the boarders tack room on bulletin board shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by KAPAC FARM LLC.
- **Entire Agreement.** This Agreement 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 Agreement is made and entered into in the State of New Hampshire, and shall be enforced and interpreted in accordance with the laws of said State.

KINGSWOOD FARM LLC

RELEASE OF LIABILITY

PARENT/MINOR

WITNESS THIS AGREEMENT this ____ day of _____, 2012, by and between KAPAC FARM LLC, hereinafter referred to as KAPAC FARM LLC and _____, hereinafter referred to as RIDER, and if Rider is a minor, Rider's parent or guardian, _____.

In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of KAPAC FARM LLC. KAPAC FARM LLC employees and agents; Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons on or 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.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow KAPAC FARM LLC's rules and regulations which shall be posted and/or available from time to time. Rider acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to KAPAC FARM LLC.

Rider expressly releases KAPAC FARM LLC and its owners, agents, employees, successors or assigns, lessors and joint venturers from any and all liability, damages claims, demands, actions, causes of action whatsoever, including legal fees and expenses incurred by KAPAC FARM LLC in defense of such claims both in law and equity for personal injury, conscious suffering, death or property damage sustained by Rider or other while using KAPAC FARM LLC facilities or participating in any of the activities conducted by KAPAC FARM LLC, even if caused by negligence (if allowed by laws of the State of New Hampshire) by KAPAC FARM LLC or its owners, representatives, agents or employees.

KAPAC FARM LLC

**RELEASE OF LIABILITY
OWNER/RIDER**

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dates of the property, facilities and services of KAPAC FARM LLC, KAPAC FARM LLC's employees and agents, Rider, Rider's heirs, assigns and representatives, hereby agree as follows:

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Rider expressly releases KAPAC FARM LLC and its owners, agents, employees, successors or assigns, lessors and joint venturers from any and all liability, damages claims, demands, actions, causes of action whatsoever, including legal fees and expenses incurred by KAPAC FARM LLC in defense of such claims both in law and equity for personal injury, conscious suffering, death or property damage

sustained by Rider or other while using KAPAC FARM LLC facilities or participating in any of the activities conducted by KAPAC FARM LLC, even if caused by negligence (if allowed by laws of the State of New Hampshire) by KAPAC FARM LLC or its owners, representatives, agents or employees.