

ANNE BENSON STABLES, INC.
Boarding Agreement

This agreement is made on _____ between Anne Benson Stables, Inc. (hereinafter referred to as "ABS"), 805 Middle Rd., Portsmouth, RI 02871 and _____ (hereinafter referred to as "Owner"), _____ in regards to the following horses:
_____ reg. # _____.

1. Terms

The terms of this agreement shall begin _____, and will automatically renew and continue year to year, unless otherwise terminated pursuant to Paragraph 14 of this Agreement.

2. Prior to Horse's Arrival

A. Medical Records

Owner agrees to list all available medical records of said horse and will allow ABS complete access to the horse(s) prior and/or current medical history. On arrival to the premises of ABS, Owner's Horse shall be free from infectious, contagious or transmittable disease. The following documents shall be supplied by the Owner to ABS prior to the arrival of Horse:

1. A Veterinarian Health Certificate qualifying as a negative Coggins test dated within six (6) months prior to the horses' arrival dates, as well as de-worming, immunization and shoeing records.
2. ABS reserves the right to refuse any horse prior to date of arrival, for a quarantine period, if not in proper health or if unable to determine required immunizations.

3. Consideration/Payment

- A. Owner agrees to pay by cash or check. All board payments are to be paid at the beginning of the board month and received no later than the 15th of each month.
- B. Horse will be trained on a scheduled basis; weather, shows, holidays, and other unforeseen circumstances permitting. Monthly board shall be paid in full the beginning of each month, and will not be pro-rated or reduced for any reason including but not limited to temporary relocation, relocation, horse show travel or illness.
- C. In addition to monthly boarding, Owner will be financially responsible for any and all additional monthly costs incurred including but not limited to lessons, shoeing, general care, supplements, etc.
- D. Payments received after the 15th of each month are subject to a \$50.00 late fee per horse. This will continue to accrue additionally each month of delinquency, until balance is paid in full.
- E. The Owner of the Horse shall be liable for all sums due hereunder to ABS. The Owner is put on notice that ABS has right of lien, for the amount due for the board and keep of the Horse and shall have the right to retain all rights to ownership of horse and/or material items of the horse or until the amount of such indebtedness is discharged. ABS shall be authorized to proceed by sale, legal action

or otherwise in order to collect the indebtedness. Upon sale of the Horse this agreement gives appointed registry the rights to transfer stated horse to Anne Benson Stables, Inc.

4. Showing

In the event the owner/horse will show, owner shall be responsible for, but not limited to show expenses i.e. hauling, veterinarian, blacksmith, etc.

5. Lessons

Lessons on stated horse(s) will be provided at the discretion of the trainer. Any additional lessons may be billed on monthly invoices or purchased in advance.

6. Instructions for care

ABS will arrange for all routine medical care of the horse, such as yearly and necessary inoculations administered by a veterinarian. All medical expenses including but not limited to veterinarian and blacksmith charges are the sole responsibility of and shall be paid by Owner promptly. Owner also agrees to provide all proper documented forms as needed for care.

7. Purchases & Sales

A 10% commission will be charged on top of the purchase and/or sale price for all horses bought and/or sold with ABS as agent. All commissions are to be paid to ABS prior to the date of said horse that enters or leaves ABS. Buyers are also responsible for all costs incurred during "shopping trips".

ABS reserves the right to act as agent for both the buyer and seller of a single horse and charge a 10% commission from both the buyer and the seller. Horses bought with ABS as agent will require some form of pre-purchase examination. In the event a horse is being actively marketed by ABS at the request of an owner, and a full-price offer is extended, the owner has the right to refuse said offer provided a 10% commission is paid to ABS.

8. Ownership

Owner warrants that he owns the horse free and clear and has the right to execute this agreement.

9. Insurance

The Owner of said Horse fully understands that ABS does not carry insurance on any horse not owned by ABS, for boarding or any other purposes, and that said Horse is not covered under any public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with the boarding or for any other reason for which the the Horse is in the possession of and on the premises of ABS, are to be borne by the Owner. ABS highly recommends owner to carry all personal properties under their own insurance.

10. Decision Making

Owner agrees that ABS shall be the horse's sole caregiver, and the horse shall remain in ABS facilities, care and control until this agreement is terminated. Owner agrees to defer to ABS to make decisions concerning the horse's best interests, including matters relative to owners riding/driving schedule, show schedule, board, training, shipping, and the horse's medical care. Owner agrees that ABS may terminate this

agreement at any time in the event ABS determines it is in the best interests of the horse or parties involved.

In the event of an emergency, ABS will contact veterinarian first and the agrees to attempt to contact the Owner, should ABS feel that emergency medical treatment is needed for the said horse, but if ABS is unable to reach the Owner, then ABS is authorized to secure emergency veterinary and blacksmith care required for the health and well-being of the Horse.

All costs of such care secured, as well as all routine veterinary expenses for examination, care and treatment of the Horse. Said costs shall be payable by the Owner.

11. Rules, Regulations & Agreement

A. Owner agrees to abide by and has knowledge of all policies, rules and regulations established by ABS and shall comply with their requirements at all times. The Owner accepts full responsibility and the safety of any of his/her visitors brought on ABS premises. Owner also understands that ABS is a NO TOLERANCE facility. In addition to the Boarding agreement, Owner shall execute a Release and Hold Harmless agreement.

B. MOVEMENT OF HORSE: A (30) day notice is required for the voluntary movement of any horse from ABS. No monies paid will be reimbursed; Owner is responsible for payment of (30) days board and training from the time ABS is made aware that the horse will be leaving. Horses may leave prior to the completion of the (30) days; however a full (30) days must be paid in full from time of notice. No horse or equipment will be handed over without payment. No horse or equipment will be handed over until any and all outstanding bills are paid to 3rd party vendors such as farrier, vet, etc.

12. Release and Hold Harmless Agreement

The Owner agrees to hold ABS, its agents and/or employees completely harmless and not liable for any death or injury whatsoever caused to the Owner, the Horse and/or any loss or damage to any personal property.

Owner has signed and agrees to require each of his or her guest(s) to sign a Release of and Hold Harmless form prior to visit.

WARNING: UNDER RHODE ISLAND LAW, AN EQUINE PROFESSIONAL, UNLESS HE OR SHE CAN BE SHOWN TO HAVE FAILED TO BE IN THE EXERCISE OF DUE CARE, 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 RHODE ISLAND GENERAL LAWS TITLE 4. ANIMALS AND ANIMAL HUSBANDRY § 4-21-4.

All parties (as known as Individual) that are bound by this agreement hereby fully and forever releases, waives and discharges ABS and its employees, instructors, trainers, managers, agents, grooms, representatives and assigns (collectively "ABS") and its employees, managers, agents, representatives and all other persons, firms, associations and each of them who are or might be liable in any way (collectively "Releases") from any and all claims, demands, actions, or causes of action of any kind, which Individual

may or might have against Releases or any of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries, damage to property, injury to horse and any consequences thereof, which Individual may sustain due to negligence of the Releases; Individual shall not bring any claim, demand, legal action against and/or sue the Releases for any economic and non-economic losses due to bodily injury, death, property damage and/or injury to any horse in relation to the Premises and the operations and conduct of Releases, which includes the operations, training and conduct of ABS at any time whether on the Premises or at any other facility, including any horse show competition.

Owner shall execute ABS Release and Hold Harmless Agreement prior to the execution of this agreement. If the Owner fails to do so, this agreement shall be considered null and void.

13. Termination Provisions

ABS has the right to terminate this agreement at will and immediately upon a breach of any material term, and ABS retains all rights to receive reasonable fees and costs from the breaching party. Otherwise Owner shall provide a (30) days written notice of intent to terminate the agreement or as agreed by all parties involved. ABS will provide written notice of rate changes by posting notices and/or via email at least thirty (30) days prior to rate change coming into effect.

Approved and Accepted by:

Print Name of Owner/Lessees(s)_____

Owner Signature _____

Date_____

Items with horse:
