



Chasing the Sun Boarding Agreement

This agreement, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Chasing the Sun , providing services as an independent contractor, located at 211 Wilson Run Road Wallingford, Ky 41093, and _____ Residing at _____ hereinafter referred to as "owner".

1. Fees, Term, Location

In consideration of \$_____ per horse per month paid by owner in advance on the _____ day of each month, Chasing the Sun agrees to board the herein described horse at _____ on a month to month basis commencing _____, 20____. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard thirty day month. (Rates differ due to care)

2. Description of Horse

Name: _____ Age: _____

Color: _____ Sex: _____

Breed: _____

Registration/Tattoo Number _____

Value of horse: _____

It is expressly recognized and understood that the boarding of said horse, as agreed to herein, is not a personal services provided for hereunder may be performed by Chasing the Sun, or its employees, officers, agents and/or family members.

4. Exercise

The owner shall be solely responsible for the exercise of the horse.

5. Ownership/Coggins Test

Owner warrants that it owns said horse and that there are no liens against said horse,

express or implied by law, and will provide prior to time of delivery of said horse to Chasing the Sun, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to Chasing the Sun.

6. Risk of Loss

During the time that the horse is in the custody of Chasing the Sun, Chasing the Sun shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of Chasing the Sun premises. Owner fully understands and hereby acknowledges that FARM does not carry any insurance on any horse not owned by Chasing the Sun, including, but not limited to, such insurance for boarding, or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, for any other reason, for which the horse is in the possession of Chasing the Sun, are to be borne by Owner.

7. Hold Harmless

Owner agrees to hold Chasing the Sun harmless from any claim resulting from damage or injury caused by said horse, owner or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Chasing the Sun in defense of such claims.

8. Emergency Care

Chasing the Sun agrees to attempt to contact owner, at the following emergency telephone numbers _____

Should Chasing the Sun employees feel that medical treatment is needed for said horse, provided however, that in the event Chasing the Sun is unable to so contact owner within a reasonable time, which time shall be judged and determined solely by Chasing the Sun, Chasing the Sun is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by Chasing the Sun determines is required for the health and well-being of said horse. The cost of such care secured shall be due and payable by owner within fifteen days from the date owner receives notice thereof, provided however, that Chasing the Sun is authorized to arrange direct billing by said care provider to the owner.

9. Stable Rules

Owner hereby acknowledges receipt and understanding of the current Chasing the Sun rules/policies. Owner agrees he and his guests and invitees will be bound and abide by these rules, and accepts responsibility for the conduct of his guests and invitees according to these rules/policies.

Chasing the Sun may revise these Rules/Policies from time to time and owner agrees any revision shall have the same force and effect as current rules/policies. Failure, as determined in Chasing the Sun's sole discretion, of owner or owner's guests and invitees to abide by Chasing the Sun's rules/policies may result in Chasing the Sun declaring owner in default hereunder and result in termination of this agreement.

10. Default

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. In the case of a 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 to Chasing the Sun under this agreement shall be due and payable by the tenth day of the month and immediately in the event of a termination. Failure to make any payment by said due date shall place owner in default hereunder. Acceptance by Chasing the Sun of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

12. Assignment

This agreement may not be assigned by owner without the express written consent of Chasing the Sun.

13. Notice of Termination

Owner agrees that thirty (30) days notice shall be given to Chasing the Sun as to the termination of this agreement.

14. Right of Lien

Owner is put on notice that Chasing the Sun has and may assert and exercise a right of lien, as provided for by the laws of the state of Kentucky, for any amount due for the board and keep of the horse, and also for any storage or other charges due hereunder, and further agrees Chasing the Sun shall have the right, without process of law, to attach a lien to your horse after two months of non-payment or partial payment and Chasing the Sun can then sell the horse to recover its loss.

15. Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this agreement the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS. This is subject to the laws of the State of Kentucky executed at _____

On the date first set forth above.

Chasing the Sun

By: _____

Address: _____

Telephone: _____

Owner

By: _____

Address: _____

Telephone: _____