

## **CHASING THE SUN STABLES - BOARDING TERMS AND CONDITIONS**

Chasing The Sun Stables (hereinafter CTS or Farm) agrees to provide, on the following terms and conditions, handling and care of Owner's Horse(s) consistent with or exceeding industry standards.

A. **VACCINATIONS/PREVENTATIVE HEALTH CARE/BILLING:** Prior to or upon arrival of Owner's Horses, Owner shall provide evidence of current vaccinations, a health inspection certificate and a negative Coggins test. Horses must be vaccinated annually, and their teeth must be checked at least annually and floated as recommended by a veterinarian. Owner shall set up an account with CTS veterinarian and all services shall be billed by the veterinarian directly to the Owner.

B. **BOARD FEES:** Board is payable monthly, on a month to month basis, in advance. In the event your Horse arrives after the 1<sup>st</sup> of any particular month, board will be prorated for the first month through the end of that month. All board is payable on the 1<sup>st</sup> day of each month. A \$50.00 late fee is due in the event any payment is received more than 10 days late. There is an additional 3.00% processing charge for payments made by credit card through the CTS Paypal account on the CTS website. A \$250.00 fee is due in the event any payment is returned by the bank.

C. **RISK OF LOSS/HOLD HARMLESS:** Owner understands that there are numerous hazards and risks of injury to himself/herself, his/her agents, employees, and to persons upon CTS' property at his or her request or with his/her consent and to his/her and their property, including but not limited to Owner's Horse(s), all incidental to boarding Horses or otherwise participating in equine and related activities at Farm. Therefore, it is agreed, as one of the material considerations and inducements for Farm's agreement to board Owner's Horse(s), that Owner releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage, of whatsoever kind, nature or description, to his or her person or to his or her property, including but not limited to Owner's Horse(s), or to the person or property of another, as a result of, or arising out of the boarding of the Horse(s) at Farm's facilities. Further, Owner, for himself/herself, his/her agents, employees, and persons at Farm at Owner's request or with his/her consent, shall indemnify, save and hold Farm harmless from all damages, actions, causes of actions, claims (including claims for negligence), attorney's fees, costs, liabilities and losses that Farm might incur as a consequence of Owner's boarding his or her Horse(s) at the Farm.

### **WARNING**

**UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES. [KRS 247.4027 et seq.]**

D. **EMERGENCY CARE:** CTS is authorized, but is not obligated, to secure veterinary services in the Farm's sole discretion, to protect the life or health of any Horse

boarded at CTS' facilities under unusual or emergency circumstances. The cost of all such services shall be paid by Owner upon presentation of an invoice from veterinarian. Farm agrees to attempt to contact Owner at the telephone numbers provided by Owner to CTS regarding emergency or extraordinary veterinary decisions or actions to take. It is specifically understood, however, that failure to contact Owner shall in no way abrogate the authority hereinabove granted.

E. STABLE RULES: Owner agrees that he/she and his/her guests and invitees are bound by and shall comply with the following rules:

1. Owner may visit his or her Horse at any time provided that prior arrangements with CTS must be made for visits after dark, before 7:00 a.m. and on Christmas, Easter, Thanksgiving and on Sunday.
2. No dogs are allowed on the Farm.
3. Owner is responsible for ensuring that his/her guests follow all rules.
4. No smoking is permitted anywhere on the Farm.
5. Owner agrees to turn off all lights if he/she is the last to leave.
6. Owner agrees to leave all gates as found by him or her.
7. Cruelty to any animal will not be tolerated and is grounds for immediate removal of Owner and his or her Horse(s).
8. Owner must keep control of his or her Horse at all times. No Horses shall be let loose to graze or otherwise outside of paddocks and pastures.
9. Owner agrees to keep the barn, tack room, shed row and the like, neat and clean.

F. TERMINATION OF BOARD AGREEMENT: Either party may terminate this board agreement for any reason, upon a written 30 day notice. Owner agrees that CTS will not refund any prepaid board, and that all board balances through the next 30 days must be paid prior to removal of Owner's Horse(s) from the Farm.

G. PAYMENT TO VENDORS: CTS uses the services of some of the best qualified professionals in Kentucky for farrier and veterinary services. To protect those relationships, unless Owner's farrier or veterinarian consents to removal prior to payment to those vendors, Owner may not remove his or her Horse from the Farm until those vendors are paid in full.

H. LIEN RIGHTS: Owner acknowledges that CTS has a statutory lien right (agister's lien) for board and incidentals. In addition to those statutory rights, Owner grants CTS a consensual possessory lien on Owner's Horse(s) for charges for goods and services other than board. In the event CTS is required to institute legal services to assert its agister's lien for payment, Owner grants CTS the right to prosecute an action for any amount due for goods and services in addition to board and Owner agrees that payment of such sums are secured by Owner's Horse(s). Owner hereby grants and conveys to Farm a security interest in the Horse(s) to secure the payment of all costs (including attorneys' fees) associated with the Horse(s) and hereby appoints Gwendolyn Harvey or her designated agent as Owner's irrevocable attorney-in-fact, to file such necessary financing statements to perfect said security interest. This Agreement may serve as a financing statement.

I. INSURANCE: Owner is solely responsible for maintaining any and all insurance on each Horse, should Owner so desire. If the Horse(s) is/are presently insured, Owner, upon delivery of said Horse(s), shall advise Farm, in writing, as to the name of such insurance company, type(s) of coverage, a telephone contact for Notice as is required by the applicable insurance Policy, and the insured amount. If the Horse(s) is/are not presently insured, Owner shall immediately notify Farm in writing of insurance coverage later procured. If Owner fails to provide such information, Farm may assume that the Horse(s) is/are uninsured.

J. CONTROLLING LAW: This Agreement shall be governed by and construed under the prevailing law of the Commonwealth of Kentucky and venue for any action shall exclusively reside in the Courts situated in Fleming County, Kentucky.

K. ATTORNEY'S FEES: In the event Farm is required to institute litigation to collect any sums due it hereunder, Farm shall be entitled to recover its actual attorneys' fees and costs expended, in addition to any other remedies.

**OWNER ASSUMES THE UNAVOIDABLE RISKS INHERENT IN ALL HORSE RELATED ACTIVITIES, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH AND PHYSICAL HARM TO HORSE, RIDER, SPECTATOR AND PROPERTY.**

L. Owner agrees that if any provision of this document is found to be unenforceable, the remaining provisions shall be enforced to the fullest extent of the law.

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**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of the participation of the following named minor's participation in the activities described above, I further agree to defend, indemnify and hold harmless CTS, from any and all claims which may be brought by or on behalf of said minor and which are in any way related to said minor's participation in the activities described above, including those claims which allege negligence on the part of CTS, to the fullest extent permitted by applicable law.

I certify that I am the parent or legal guardian of said minor, whose full name is \_\_\_\_\_.

Parent or Legal Guardian's Signature \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

