

Affinity Equestrian LLC
18326 Springmill Road
Westfield, IN 46074
317-727-3593/ 317-345-7733

Brandy Snodgrass
Emily Farmer

AFFINITY EQUESTRIAN LLC

Boarding Contract and Release

This Boarding Contract and Release shall commence on this ____ day of _____ 20 ____ between Affinity Equestrian LLC (STABLE) and _____ Owner/Co-Owner (OWNER). STABLE agrees to accept OWNER'S horse(s) (name) _____ a _____ year old (breed) ____ (height) _____ gelding/mare (please circle), USEF registration # _____, for boarding pursuant to the terms and conditions of this Boarding Contract and Release. Proof of Negative Coggins and Current Vaccinations must be provided with this agreement by OWNER before this Agreement can be entered.

STABLE and OWNER mutually agrees as follows:

In return for monthly boarding services to be provided by STABLE, OWNER shall pay STABLE a \$ _____ monthly boarding fee, to be paid **on or before the (1st) day of each month**, in advance of any and all services to be provided. OWNER understands a **\$30 late fee** will be applied to their account if the monthly boarding fee is not received by the 5th of each month. Any differences to this payment agreement are to be stated here: _____

- Additional Monthly Services Requested by Owner is as follows:

Owner Agrees to pay \$ _____ each month with the above boarding fee for these additional services and understands a \$30 late fee will be applied if payment is not received by the 5th of each month.

OWNER shall pay the above monthly boarding fee, along with any additional service fee(s), until such time as this Boarding Contract and Release may be amended or terminated pursuant to the term and conditions stated within.

Services to be provided by STABLE in return for OWNER'S monthly boarding fee include and are limited to:

- Use of stable facilities according to STABLE established time frames and guidelines.
- A secure well lit stall with 2 water buckets and 1 feed bucket
- Stall cleaned once daily including holidays and weekends.
- Water Buckets in stall cleaned/dumped daily
- Low Dust Mini Flake Bagged Shavings or similar product added to stalls as needed. This is up to the STABLES discretion. If OWNER requests additional shavings, those shavings will need to be purchased through the Additional Services Section of this agreement.

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- 2 Locked Tack Room (1) saddle rack per boarded horse, (1) bridle rack per boarded horse, (1) section per boarded horse on the storage shelf for additional space, floor space is available at a first come basis.
- Tack Boxes are to be kept in enclosed tack room. It is up to the OWNER to provide a lock for their box. STABLE is not responsible for any loss or damage from the tack box or any of its contained items.
- Barn Isle to be swept daily. **OWNER is responsible to sweep up after themselves after every use.**
- Indoor bathroom is provided and cleaned weekly.
- Indoor arena, **open for use 9:00 am to 9:00 pm (7 days) a week**, watering as need, sand replenished as needed. Use restrictions according to STABLE established guidelines may apply.
 - Riding during lessons is permitted. OWNER must yield to TRAINERS lessons at all times.
- 2 Outdoor arenas, **open for use 9:00 am to 9:00 pm (or dark) (7 days a week)**, depending on weather and footing conditions.
- Daily or Rotational Turnout from 9:00 am to 3:00 pm depending on weather and footing conditions. Turnout is dependent on STABLE's discretion.
- Water troughs available in all turnout paddocks. Cleaned (1) time per week, filled as needed.
- Riding permitted through large open field and perimeter trail depending on weather and footing at the STABLE's discretion.
- Horse hayed (up to 3) times daily year round. Additional hay may be supplied if horse is stalled, weather unsuitable for turnout, or grass is running low. **Hay dispersion is up to STABLE'S discretion and not to be given by OWNER.**
- Grass Hay, fed by weight not volume, percentage may vary. Feed amounts up to STABLE'S discretion depending on particular boarded horses needs. Hay portions agreed are as follows:
_____ OWNER _____, STABLE _____.
- Nutrena Pro Force Fuel or Nutrena Senior (or a comparable brand and type) is to be fed as grain (2) times daily. Type and Amount are to be determined and agreed upon by OWNER and STABLE dependent on specific horses needs as stated below. STABLE agrees to provide UP TO 6 quarts of grain per day at no additional cost. Additional feed will be listed under the Additional Services section of this agreement. Grain amounts are agreed as follows:
_____ OWNER _____, STABLE _____.
- OWNER supplied, bagged and labeled supplements and/or medications top-dressed only, given AM and/or PM strategy feedings. SmartPaks may be used.
- Bed Check Nightly including holidays and weekends at approximately 9:00 PM, last hay ration of the day given only, no blankets handled, medications, supplements or feed dispensed without additional service fee.
- Fly Mask, Fly/UV sheets and OWNER provided fly spray put on at turn out and removed when returned to stall daily including holidays (if turned out) and weekends. Fly spray is quickly sprayed on all exposed areas excluding face, upper neck and ears. It is not brushed into their coat.
- Winter Blanketing done according to STABLE established guidelines.
- Boots: splint, medicine, and bell maintenance and replacement are the sole responsibility of the OWNER.

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- Turnout Split Boots will be applied for turnout if provided and requested by OWNER, STABLE will be under no liability for damage or loss. ***A \$50 monthly additional service charge will apply. This is to be listed under the Additional Monthly Services Requested Section above.***
- **STABLE's FACILITY Hours are from 8:00 AM to 10:00 PM (7) days per week.** STABLE personnel are available from 8:00 AM to 5:00 PM, Monday through Friday excluding holidays and weekends as defined with this boarding contract and agreement.
- STABLE will schedule and supervise required vaccinations and dental technician exams and appointments. OWNER may choose to have **McDavitt Veterinary Clinic or Janseens Veterinary Clinic** provide medical care, required vaccinations, and dental exams. Any and all Veterinarians, Chiropractors, and Medical providers whom are not listed above; OWNER must notify STABLE and be given permission by STABLE before any such procedures take place.
- STABLE agrees to post notice on main communication board located next to Office providing OWNER with date and time of scheduled vaccinations and dental exams provided by STABLES veterinary facility McDavitt Veterinary Clinic and Janseens Veterinary Clinic. OWNER must provide STABLE with sufficient notice if these services are not desired. OWNER must reschedule or provide equal care of vaccines if services are not desired from's provided. Proof of vaccinations must be presented to STABLE by OWNER from a licensed Veterinarian facility yearly.
- **In the event the Equine is in visible distress**, the OWNER gives permission to the STABLE for the administration of Banamine, Bute, or Dexamethasone. STABLE agrees to contact OWNER immediately but not necessarily prior to administration. **OWNER understands additional charges** will be incurred for the expense to STABLE in administering these medications.
- **In the event the Equine is injured to the extent it is unrecoverable by veterinarian advisement and OWNER or OWNER'S family is unreachable, OWNER gives STABLE permission to do what is necessary to end the suffering of EQUINE.**
- STABLE will supervise and manage stable personnel, stable operation, procurement of supplies, paperwork (i.e. taxes, payroll, insurance, paying bills for supplies, utilities, banking, invoicing) and other business and maintenance related responsibilities that must be taken care of in order to ensure the continued availability of the facility to all Owners and to **maintain the consistent Quality of care that is our Standard.**

Services to be provided by OWNER in return for STABLE'S agreement to board the above equine listed by OWNER are to include:

- 1) OWNER shall not assign to STABLE or stable personnel any responsibilities, duties or expectation of such that should be expected of and reserved for them self and not included in the monthly boarding fee, without compensation for time and supplies that may be used.
- 2) STABLE reserves the right to refuse requests for or discontinue any additional service should it be deemed outside of STABLE or stable personnel's realm of expertise, or puts them in a higher risk for injury. Should it be a burden to STABLE or stable personnel or should it be a burden to the operation and management of the stable as a whole, creating a decline in the quality of service provided to other

Owners who feel the services listed above as limited to and included in their monthly boarding fee meet their needs.

- 3) **OWNER may not assume and hold responsible STABLE or stable personnel to be available to them self or for the care of their horse at any and all times.** STABLE and stable personnel are not required to remain at stable, return to stable, interrupt personal use of stable facilities or their personal time spent with themselves, family or friends at residence, stable, or anywhere on or off STABLE owned property, outside of the 8:00 AM to 5:00 PM, Monday through Friday time frame or holidays falling within that time frame.
- 4) OWNER must make arrangements in advance, for the unlikely possibility, of need for emergency care in their absence. (Whether it be a vacation, short business trip, or an evening out that you cannot or do not want to be called away from.) OWNER must notify STABLE of absence time frame and numbers where they may be reached. In addition, OWNER must include who has been appointed as emergency care provider and their numbers, and/or who has been given permission to exercise OWNER'S horse. All pertinent information must be posted clearly on STABLE'S communication board to be seen by all. **Should OWNER'S emergency care provider or person to exercise, not be under contract with STABLE, OWNER must have signed Emergency Care Provider Liability Release form (for both if two different people) on file prior to their departure.**
- 5) If necessary, OWNER may request in advance STABLE provide care, should STABLE be available to do so. If not, STABLE will assist in finding someone who can.
- 6) OWNER must be available to come in and provide for their horse when another Owner, stable personnel, STABLE, or stable veterinarian call after the 8:00 to 5:00 weekly hours, weekend, or holidays. Should OWNER or OWNER'S Emergency Care Provider not be located and STABLE (although not requested to do so in advance and possible not available to do so) is left no choice but to come in or remain at stable to provide for OWNER'S horse, with or without stable veterinarian, OWNER will be responsible for any and all charges (i.e. STABLE may charge for time spent providing extra care for OWNER'S horse.)
- 7) Telephone calls to STABLE residence prior to 8:00 AM or after 6:00 PM Monday through Friday, weekends and holidays, must be reserved for pre-arranged communication. Important information that cannot wait or be written on the communication board to be read during business hours should be **Emergencies only.**
- 8) If at any time, in STABLE'S sole discretion, OWNER'S horse is found to be dangerous or otherwise inappropriate for boarding written notice will be delivered by registered mail, stating that OWNER has (7) days after receipt to remove their horse from the premises. Horse may be confined to stall and OWNER will be responsible for all care that would require STABLE or stable personnel to enter stall or handle horse. OWNER must pay all charges that may be incurred such as, but not limited to: damage to STABLE owned property or other Owner's property, plus any boarding, additional service or late fees due to Stable.
- 9) STABLE will not guarantee that OWNER'S horse will always remain in a particular stall, next to a particular horse, or in the same paddock with the same herd. STABLE reserves the right to rearrange, as seen fit, for the animals best interest at any time.

- 10) STABLE is not responsible to exercise horse at any time, OWNERS are responsible for maintaining, arranging, and providing exercise to their animals at all times, unless arrangements are made by the OWNERS to the STABLE.
- 11) Affinity Equestrian LLC does not acknowledge or permit access to STABLE owned property any trainer, health care provider, farrier, equine specialist of any kind, owners to board, visitors, suppliers or contractors who use training or handling techniques based on fear and/or pain, or present a possible danger and/or disrespect in any way to our Owners, their horses, stable personnel, trainers, ourselves, and our horses.
- 12) Stable cannot guarantee the complete safety of OWNER'S horse from lameness, injury or illness while in stall, paddock, arenas, or anywhere at any time of STABLE owned property. STABLE cannot guarantee every, or any sign of lameness, injury or illness will be recognized by STABLE or Stable personnel. OWNER will be immediately notified should a problem be notice and STABLE veterinarian (McDavitt Veterinary Clinic/Janseens Veterinary Clinic) will be called if necessary.
- 13) STABLE cannot guarantee OWNER'S horse will not lose shoes in the paddock, arena, or anywhere on the property. STABLE cannot guarantee that every lost shoe will be noticed or found when horse is brought in or taken out. OWNER will be notified of lost shoes when noticed. Horses will continue with regular turn out unless specified otherwise by OWNER.
- 14) The Farriers used by STABLE are John Hinton and/or Jared Jackson. It is owner's responsibly to track dates of farrier visits if OWNER chooses to use the STABLE provided farriers. It is owner's responsibility to make sure payment is provided for services by the date specified by the farriers. STABLE will not guarantee responsibility for these appointments for the farriers.
- 15) **ABSOLUTELY NO JUMPING IS PERMITTED UNLESS IN A LESSON!**
- 16) Affinity Equestrian LLC is available for the sole use of OWNER and horse named on the Boarding Contract and Release, with whom STABLE has entered into a mutual agreement to provide the above listed boarding services in return for a monthly boarding fee. OWNER may not use STABLE owned facilities for financial gain in any way or use their horse within STABLE owned facilities for financial gain without prior permission of STABLE and possible reimbursement. OWNER is responsible to insure all policies and procedures STABLE has put into place are adhered to by any unnamed person including the signing of and submitting to STABLE, a Guest Liability Release Agreement or an Emergency Care Provider Liability Release form, PRIOR TO UNNAMMED PERSON'S USE OF ANY AND ALL STABLE OWNED FACILITIES.
- 17) **HELMETS ARE TO BE WORN AT ALL TIMES BY ANYONE UNDER THE AGE OF 18 years old.**
- 18) STABLE and stable personnel must be notified should there be a situation that requires OWNER'S horse be removed from any part of the basic daily operating schedule. This is the sole responsibility of the OWNER to ensure the STABLE is aware of any certain needs their horse may require.
- 19) OWNER may not give direction or make requests of stable personnel that have not been given to STABLE first. This does not include basic instructions such as no turn out, withhold feed or supplements. OWNERS must bring direction to STABLE manager for all requests.
- 20) Stall bedding is the sole property of Affinity Equestrian LLC stall use only. OWNER use of bedding for any reason is prohibited without prior notification to STABLE.

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- 21) All Hay and Grain purchased by Affinity Equestrian LLC is the sole property of the STABLE and may not be used any time by the OWNER unless previous arrangements have been made. OWNER is not permitted to give their horse "extra" hay and/or grain at any time.
- 22) Should OWNER'S checks be returned at any time for non-sufficient funds, OWNER must pay all bank charges plus a \$25.00 late fee.
- 23) Late charges, additional service fees, and late board payments must be paid in full and may not be carried over to the next months boarding fee. Should OWNER'S total late monthly boarding fee or any portion thereof, remain overdue on the (1st) day of the following month (rendering payment one month overdue), STABLE shall place a liveryman's lien upon OWNER'S horse(s), tack, equipment, and any other personal property. If total payment is not received, including the current boarding fee, STABLE shall be entitled to sell OWNER'S horse(s), tack, equipment, and personal property immediately, according to laws of the State of Indiana. STABLE shall also be entitled to again all costs of collection, costs of sale, commissions, court costs, attorney fees, and prejudgment interest. OWNER further agrees that they will not remove any horse, tack, equipment or personal property upon which STABLE has a liveryman's lien until all charges owned by OWNER to STABLE have been paid in full.
- 24) **Repeated failure to pay board fee and additional service fees no later than 5:00 PM closing on the 5th day of each month will result in denied permission to continue rights to board equine and this agreement will terminate.** OWNER will be given written notice via certified mail and will be forced to vacate within 10 days of date notice is received.
- 25) **OWNER agrees to assume inherent risk to themselves from use of, or presence on, Affinity Equestrian LLC owned or leased property and facilities; including but not limited to: Risk of death and bodily harm due to falls from OWNER'S horse(s) or other horses stabled. Collisions with STABLE or Owner owned vehicles, horses, or stationary objects. The unavailability of emergency medical care by trained personnel, or the negligence or deliberate act of any other person who may or may not be associated with STABLE in anyway including TRAINERS. OWNER agrees to release and hold harmless STABLE and its owners, agents or staff from all liability whatsoever on account of or in connection with any claims, causes of action, injures, damages, costs or expenses. Resulting from any act or omission of STABLE, its owners, agents, staff or other Owners, other Owner's Guests or persons arising out of other Owners and their guests use of our presence upon STABLE owned property and facilities. OWNER further agrees to indemnify and defend STABLE against and to hold it harmless from any and all claims brought against STABLE by Owners guests. OWNER further agrees that STABLE, its owners, agents and staff are not liable for death, sickness or accident to OWNER'S Horse(s) or consequential damages arising there from or for the damage, loss or destruction on OWNER'S tack or other personal property. OWNER agrees that it will not hold STABLE, its owner's agents, or staff liable for damages to OWNER'S horses for any cause whatsoever, including but not limited to: Loss by fire, theft, running away. OWNER further agrees to be solely responsible at all times for any and all acts of OWNER'S horse(s) including but not limited to: Damage to STABLE property such as stalls, lighting, fencing, wiring, etc. Claims, injuries or loss of life that may be sustained by OWNER, OWNER'S family, guests and agents or any other persons or their property. OWNER understands that is their responsibility to purchase and maintain insurance**

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coverage on their horse(s) and all personal property that is stabled and stored at Affinity Equestrian LLC.

- 26) This Boarding Contract and Release is a (30) day agreement that renews upon the same terms and conditions on the (1st) day of each month unless STABLE provides (30) day written notice of any decreases in boarding services or increases in boarding fees.** After (30) day notice this Boarding Contract and Release shall then be considered amended to include all new changes. Notification documents will be attached to main body of this Boarding Contract and Release on file in the office and a copy will be provided for OWNER'S file.
- 27) OWNER or STABLE may terminate this Boarding Contract and Release upon receipt of (30) day written notification submitted on or before the (1st) day of the month,** one month prior to termination along with that final months board fee and any additional service fees., or should STABLE at any time deem it necessary to invoke the provisions according to this Boarding Contract and Release. In either such case, STABLE shall be paid for all charges incurred up to the termination date, and after all fees have been paid in full, the Boarding Contract and Release will be concluded.
- 28)** This Boarding Contract and Release in non-assignable and non-transferable and is made and entered into under the laws of the State of Indiana and shall be enforced and interpreted under those laws. Should any clause of the Contract be invalidated then it shall remain valid. When STABLE and OWNER sign this Boarding Contract and Release, it will be binding on all parties subject to the above terms and conditions. This Contract and Release represents the entire boarding agreement between parties. No other agreement or promises, verbal or implied, are included unless specifically stated in writing and attached to the Boarding Contract and Release.

I (We), the undersigned, being of legal age and of sound mind and not under the influence of intoxicants of any kind, have read and understand this Boarding Contract and Release including all attachments and inclusions. I (We), are aware that an exact master copy is on file at stable office and that this copy is to be kept for reference.

OWNER PRINTED NAME	(DATE)	STABLE	DATE
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OWNER SIGNATURE