

TRINITY EQUESTRIAN CENTER KIDS KAMP INC.
HORSE BOARDING AGREEMENT
AND LIABILITY RELEASE

12/13

THIS HORSE BOARDING AGREEMENT, hereinafter referred to as "AGREEMENT", made and entered into this _____ day of _____, 20____, by and between Trinity Equestrian Center Kids Kamp Inc., S5300 State Road 37, Eau Claire, WI., hereinafter referred to as "TRINITY", and _____, hereinafter referred to jointly & severally as "OWNER"; WITNESSETH _____ (Name & Address)

1. **FEES:** OWNER agrees to pay TRINITY the monthly sum of (check all that apply):

- _____ Three Hundred Twenty-five Dollars (\$325.00), per horse(s) named _____, plus tax, less any earned discounts or credits, for in-barn stall boarding services; and/or
- _____ Two Hundred Twenty-five (\$225.00), per horse(s) named _____, plus tax, less any earned discounts or credits, for outside NORTH pasture boarding services; and/or
- _____ One Hundred Seventy-five Dollars (\$175.00), per horse(s) named _____, plus tax, less any earned discounts or credits, for outside SOUTH pasture boarding services;

to take place at the TRINITY boarding facility located at S5300 State Road 37, Eau Claire, WI 54701, said services to include monthly board and use of an in-barn stall w/daily cleaning and daily turnouts per TRINITY turnout guidelines for in-barn stall boarded horses and/or board and use of an outside pasture run with shelter access for pasture boarded horses. Monthly board shall be paid in advance and is due on the first (1st) day each month. A late charge of ten dollars (\$10.00) per horse is due for any payment made after the seventh (7th) day of the month plus one dollar (\$1.00) per day thereafter until paid. OWNER shall pay all costs and charges for special services such as veterinary, medical and farrier costs incurred for boarded horse(s). TRINITY reserves the right to adjust fees from time to time following thirty (30) days notice to OWNER of TRINITY's intent to do so.

A. TRINITY reserves the right to place a lien on the horse along with its registration certificate issued by the breed association for all charges resulting from boarding and rendering any other services to the animal. If such charges shall be unpaid for a period of thirty (30) days after they become due, TRINITY may, upon forty-five (45) days notice in writing to OWNER, sell the animal along with any registration certificate at public or private sale to satisfy the account. OWNER agrees to relinquish title to any and all breed association registration papers upon the enactment of this clause. The notice may be served by registered or certified mail with return receipt requested, addressed to the address of the OWNER as stated above. The proceeds of the sale, after paying the expense thereof, shall be applied to liquidate the indebtedness secured by the lien, including all charges accrued in caring for the animal up to the date of sale, and the balance shall be paid over to the OWNER. If the proceeds of the sale are insufficient to cover the indebtedness, the OWNER shall pay the difference to TRINITY.

2. **WARRANTY OF ANIMAL'S HEALTH:** OWNER warrants to TRINITY that the horse(s) is/are free from infectious, contagious or transmissible disease. TRINITY reserves the right to refuse board for any horse within seven (7) days of arrival if found to be not in proper health per this section. OWNER assumes full responsibility for all expenses resulting from the spread of any infectious, contagious or transmissible disease brought onto TRINITY premises by OWNER's horse in violation of this warranty section.

A. Prior to bringing the horse(s) for boarding at TRINITY, OWNER agrees to provide TRINITY the following for each horse: 1) Current negative Coggins test; 2) Current Strangles Vaccination; 3) Immunization records; 4) Worming records. OWNER agrees that boarded horses will participate in TRINITY's worming, immunization and teeth floating programs.

3. **ILLNESS OR INJURY:** OWNER agrees that if the horse becomes ill or injured, TRINITY shall attempt to immediately telephone the OWNER. If the OWNER does not immediately inform TRINITY regarding measures to be taken or if the state of the animal's health requires immediate action to preserve the animal's health, TRINITY is authorized by OWNER to request the services of a veterinarian or give any other attention that appears advisable. In such case, OWNER shall promptly pay all associated remedial expenses.

A. If, in the opinion of TRINITY, the horse is deemed dangerous or undesirable for the TRINITY boarding facility, OWNER agrees to remove the horse from TRINITY within seven (7) days notice to OWNER. In such case, the OWNER shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to TRINITY in advance to be returned to OWNER upon termination of this AGREEMENT.

- B. Without cause whereby animals shall be removed from TRINITY immediately following thirty (30) days written notice. In such case, the OWNER shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to TRINITY in advance to be returned to OWNER upon termination of this AGREEMENT.
- C. With cause whereby actions such as stealing, use of narcotics, flagrant damage or destruction of TRINITY property, flagrant violation of TRINITY rules, abuse of animals, physical or verbal abuse of TRINITY personnel or other boarders will not be tolerated and will result in immediate expulsion from the premises and termination of this agreement. In such case, OWNER agrees to remove horse(s) from TRINITY within seven (7) days notice to OWNER of said violation. In such case, OWNER agrees to forfeit any and all advance fees paid to TRINITY.
5. **OWNER RIGHT TO TERMINATE:** OWNER may terminate this agreement without cause following a minimum of thirty (30) days advance written notice to TRINITY of OWNER's intent to remove their horse from TRINITY. No horse will be allowed to leave TRINITY until all monies due TRINITY are paid in full.
6. **FACILITY USE:** The TRINITY facilities are for the use of OWNERS, their families and guests. OWNERS shall be responsible for the conduct of their family and guests while at TRINITY. TRINITY reserves the right to refuse admittance and/or direct anyone to leave TRINITY if their conduct does not conform to TRINITY rules and/or good social behavior. Flagrant disregard for TRINITY rules by OWNER, OWNER's family or OWNER's guests may result in: 1) termination of this AGREEMENT per section 3C; 2) initiation of a probationary period; or 3) an accompanying increase in boarding fees not to exceed 10% per each notice of violation issued.
7. **USE OF HORSE BY OTHER THAN OWNER:** No horse shall be allowed to be used by anyone other than OWNER without express written advance permission of the OWNER.
8. **INSURANCE BY OWNER:** OWNER acknowledges that TRINITY insurance coverage does not cover loss, damage or injury to OWNER's horse(s), tack or equipment. It is the responsibility of OWNER to provide such insurance coverage on the horse(s) and equipment.
9. **HOLD HARMLESS:** TRINITY shall not be accountable for, and OWNER agrees to indemnify TRINITY for any liability for injury or damages to OWNER's guests or OWNER's horse(s) of any cause whatsoever, including, but not limited to, riding injuries, loss of fire, theft, running away, unless caused by the gross negligence of TRINITY. Unless caused by the gross negligence of TRINITY, OWNER further agrees to be solely responsible at all times for any and all acts of OWNER's guests and OWNER's animal(s), including, but not limited to damage to TRINITY property, such as stalls, lighting, fencing, etc., and claims or injuries or loss of life that may be sustained by OWNER, his family, invitees, and agents, or any other persons or their property.
10. **OWNER ACKNOWLEDGEMENT & PHOTOGRAPH RELEASE:** OWNER acknowledges that OWNER, being of legal age and of sound mind, not being under the influence of alcohol, drugs or intoxicants, has read and understands all provisions of this AGREEMENT, including the release in Section 11, which limits TRINITY's liability, and understand the same. This AGREEMENT is entered into in the State of Wisconsin and will be interpreted and enforced under the laws of that State. OWNER additionally grants TRINITY permission and all rights to use any photograph of OWNER, taken on TRINITY premises or at any TRINITY activity, in any TRINITY promotion or marketing effort.

IN WITNESS WHEREOF, the parties have hereunto caused this AGREEMENT to be executed for commencement on the date written above.

By **TRINITY EQUESTRIAN CENTER
KIDS KAMP INC.**

By **OWNER(s)**

Trinity Equestrian Center Kids Kamp Inc.
S5300 State Road 37
Eau Claire, WI 54701

Signature

Signature

e-mail address & primary phone number