

Franktown Meadows

EQUESTRIAN FACILITY

4200 Old US Hwy 395 North, Washoe Valley, NV 89704 * P (775) 849-1600 * F (775) 849-1611 * lynne@franktownmeadows.com

BOARDING AGREEMENT

YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Name of Owner _____ Age (If Minor) _____

Physical Address _____ City _____ State _____ Zip Code _____

PO Box _____ City _____ State _____ Zip Code _____

Phone (C) _____ (H) _____

Email _____ Drivers License Number _____

This agreement shall be for the boarding of the horse(s) as described:

NAME	BREED	SEX	COLOR	HEIGHT	MARKINGS

Identify all primary health and training contacts for each horse.

Vet _____ Phone _____

Farrier _____ Phone _____

Trainer _____ Phone _____

Owner understands that the trainer listed in this Agreement is assumed by FRANKTOWN MEADOWS, INC. to be the primary individual aside from the Owner overseeing horse's care, including but not limited to veterinary, farrier, and training services.

Initial _____

Owner understands that 30-day written notice is required when moving horses from barn in order to be eligible for any bill adjustment.

Initial _____

FRANKTOWN MEADOWS, INC. will keep a record of Owner's horse's insurance and if Owner does not have insurance on Owner's horse, please indicate so by initialing here.

Initial _____

Owner agrees to abide by all of FRANKTOWN MEADOWS, INC. rules and wear proper safety equipment (ASTM/SEI approved safety helmet, shoe with a heel).

Initial _____

FRANKTOWN MEADOWS, INC. BOARDING AGREEMENT

The Owner Agrees:

1. To pay, in advance, on the 1st day of each and every calendar month, all boarding and other charges in accordance with the current rate sheet. Owner understands that, for the purposes of computing the boarding charges, any part of a calendar day will be considered as a full day. In the even charges are not paid by the 10th day of the calendar month, Owner agrees to pay a Late Charge of _____ per day from the 11th of such month until payment is made. Owner agrees to pay _____ for each dishonored back check.
2. To give 30 day prior written notice of Owner's intent to terminate this agreement.
3. FRANKTOWN MEADOWS, INC. shall have and is hereby granted a lien, pursuant to N.R.S. Chapter 108.540, et seq. for any and all unpaid boarding and other charges resulting from the boarding of said horse. No horse shall be allowed to be removed from the stable unless the bill is paid in full, and Owner recognizes the provisions of N.R.S. 108.540(3), which provide for a criminal penalty for removing livestock subject to a lien without paying all charges due. FRANKTOWN MEADOWS, INC. may exercise its lien rights and, 10 days after written notice to Owner at the address to waive all other notice. In the event the sale does not secure a price sufficient to pay costs and charges, Owner shall be liable for the difference.
4. If the horse becomes ill, is injured, or otherwise needs veterinarian services, Owner shall be notified at the above telephone numbers for instructions. If Owner cannot be contacted or if the horse's health requires immediate action, FRANKTOWN MEADOWS, INC. shall have the sole discretion, but not obligation, regarding measures to be taken for the welfare and health of the horse, until Owner has been contacted.
5. Any veterinarian fees or other costs incurred by FRANKTOWN MEADOWS, INC. for said horse shall be paid by Owner. FRANKTOWN MEADOWS, INC. shall have no liability for any such fees or costs and Owner shall indemnify FRANKTOWN MEADOWS, INC. from any such fees or costs.
6. Owner shall assume all responsibility and risk arising out of engaging or participating in equestrian activities at FRANKTOWN MEADOWS, INC., and shall hold its teachers, counselors, trainers, employees, officers, and agents harmless from all damages or liability for any injury to person, horse or property arising from any reason whatsoever.
7. Only Owner may call for, or deal with, the horse, unless another person is expressly granted permission to do so by written authorization signed by Owner.
8. Subletting of any stall in FRANKTOWN MEADOWS, INC. is prohibited. Any attempt to sublet the stall shall be null and void.
9. In the event FRANKTOWN MEADOWS, INC. in its sole and absolute discretion, deems a horse to be intractable or otherwise unsuitable and as a board in the facility, FRANKTOWN MEADOWS, INC. may without any liability whatsoever, immediately terminate the Boarding Agreement, and demand that the animal be removed at once. If Owner does not immediately comply, FRANKTOWN MEADOWS, INC. without any liability whatsoever, may have the animal removed from its facility to any other facility or other boarding location, and Owner shall be liable for, and shall pay, all costs and expenses incurred in having such animal removed and placed or located elsewhere.
10. Prior to delivery of the horse to FRANKTOWN MEADOWS, INC., Owner shall at Owner's expense, have the horse examined by a duly licensed veterinarian. Owner shall furnish FRANKTOWN MEADOWS, INC. with a veterinarian's certificate stating whether or not the horse (1) is in foal; and (2) is free from contagious or infectious diseases. At the time of delivery of the horse to FRANKTOWN MEADOWS, INC. a health certificate indicating that the horse has received necessary vaccinations prior to the horse's arrival at FRANKTOWN MEADOWS, INC.'s premises and thereafter on an ongoing basis. Stable also reserves the right to require such other vaccinations as it from time to time reasonably believes necessary. Should the horse not be accompanied at delivery by such certificate, FRANKTOWN MEADOWS, INC. may, at its

FRANKTOWN MEADOWS, INC. BOARDING AGREEMENT

- option, refuse to accept the horse or may provide (but is not liable to Owner or to any third party upon its failure to provide) such examination and vaccinations at Owner's expense.
11. FRANKTOWN MEADOWS, INC. requires all horses to either: (1) participate in the FRANKTOWN MEADOWS, INC.'s worming program or a program administered by a licensed veterinarian on a regular basis, which is subject to FRANKTOWN MEADOWS, INC.'s written approval.
 12. Subject to prior notification to Owner, FRANKTOWN MEADOWS, INC. shall be entitled to commingle the horse (and/or foal, if applicable), with other horses on the premises.
 13. Owner represents and warrants that title to the horse (and/or foal, if applicable) is as set forth at the beginning of this Agreement and that Owner has the legal authority to enter into this Agreement.
 14. Except in the event of FRANKTOWN MEADOWS, INC.'s gross negligence or willful misconduct, FRANKTOWN MEADOWS, INC. and its owners, principals, agents, employees, veterinarians, or farriers shall not be liable for any sickness, disease, catray, theft, death or injury which ma be suffered by the horse (and/or foal, if applicable) during the time that the horse (and/or foal, if applicable) is in the custody of FRANKTOWN MEADOWS, INC., or for any other loss or cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to the horse (and/or foal, if applicable). This includes, but is not limited to, any personal injury or disability which Owner and/or Owner's agents and/or Owner's agents and/or employees may receive while on FRANKTOWN MEADOWS, INC.'s premises. OWNER FULLY UNDERSTANDS THAT FRANKOTNW MEADOWS, INC. DOES NOT PROVIDE ANY PUBLIC LIABILITY ACCIDENTAL INJURY, THEFT OR EQUINE MORTALITY INSURANCE ON THE HORSE AND/OR FOAL, AND THAT ALL RISKS CONNECTED WITH BREEDING, BOARDING, CONDITIONING, TRAINING, TRANSPORTING OR PROVIDING ANY OTHER SERVICES TO OWNER'S HORSE AND/OR FOAL ARE TO BE BORNE SOLELY BY OWNER. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FOR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY FRANKTOWN MEADOWS, INC. AND WAIVED BY OWNER, AND OWNER HEREBY AGREES THAT FRANKTOWN MEADOWS, INC. SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTION COVERED BY THIS AGREEMENT, INCLDUING WITHOUT LIMITATION, ANY DAMAGES ARISING FROM THE NONPEROFRMANCE OF OBLIGATIONS WHICH OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON FRANKTOWN MEADOWS, INC.'S PROMISES AND REPRESENTATIONS IN THIS AGREEMENT. In no even shall Owner's remedy for any action or cause of action arising under this Agreement exceed the amount of the fee paid for the service complained of.
 15. Owner shall indemnify and save harmless FRANKTOWN MEADOWS, INC. and its customers, principals, agents, employees, veterinarians, trainers, farriers, and each of them of and from:
 - (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law of in equity, of every kind and nature whatsoever, arising out of or in any manner connected with any injury to any third person or persons or to the property of any third person or persons caused by the horse (and/or foal, if applicable), while the horse is in the care and custody of FRANKTOWN MEADOWS, INC., its customers, principals, agents, employees, veterinarians, trainers, or farriers; and
 - (b) Any and all claims, demands, causes of action, damages, costs, expense, losses, or liabilities at law or in equity of every kind and nature whatsoever, arising out of or in any manner connected with any injury to the horse (and/or foal, if applicable), while the horse (and/or owners, principals, agents, employees, veterinarians, or farriers, whether or not Owner is the legal Owner of the horse (and/or foal, if applicable), where such claim,

FRANKTOWN MEADOWS, INC. BOARDING AGREEMENT

demand or cause of action is brought by the legal owner of the horse (and/or foal, if applicable).

At Owner's own cost, expense and risk, Owner shall defend any and all suits, actions or other legal proceedings that may be brought or instituted by third persons or by the legal owner of the horse (and/or foal, if applicable), against FRANKTOWN MEADOWS, INC., its owners, principals, agents, employees, veterinarians, trainers, or farriers or any two or more of them, in any such suit, action or other legal proceedings, and shall reimburse its owners, principals, agents, employees, veterinarians, trainers, or farriers, for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted herein.

16. Without prejudice to any other remedy it may have at law or in equity, under this contract or otherwise, FRANKTOWN MEADOWS, INC. may terminate this Agreement and claim a valid lien on any horse(s) or other property of Owner on the premises of FRANKTOWN MEADOWS, INC. for any amount due from the Owner under this Agreement if Owner should:
 - (a) Have a receiver appointed to take possession of all substantially all of his property because of insolvency;
 - (b) Make a general assignment for the benefit of creditors
 - (c) Allow any judgement against him to remain unsatisfied or unbounded of record for thirty (30) days or longer;
 - (d) Fail to comply with any of the obligations or covenants on his part, material or otherwise, according to the terms of the Agreement; or
 - (e) Be given five days prior written notice of termination, with or without cause, by FRANKTOWN MEADOWS, INC.
17. In the event any notice is to be given under the terms of this Agreement or if either party desires to give any notice to the other, such notice is given in writing, and may be hand delivered to the other party or sent by certified mail, return receipt requested, with all postage and certification charges thereon prepaid. Such notice, if hand delivered to FRANKTOWN MEADOWS, INC., should be delivered to:
4200 Old US Highway 395 North
Washoe Valley, NV 89704
If all other cases, such notice should be addressed to the address set forth above or to such other address as either party may hereafter direct in writing. If such notice is given by mail, it shall be deemed to have been delivered and effective within forty-eight (48) hours after having been deposited in a United States Post Office; if such notice is hand delivered, it shall be effective upon such delivery.
18. No provisions of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification be in writing and signed by the party against whom the enforcement of such waiver, amendment, or modification is sought. The failure of FRANKTOWN MEADOWS, INC. to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or the right of FRANKTOWN MEADOWS, INC. thereafter to enforce any of the provisions of the Agreement shall not be construed as a waiver of such provisions or the right of FRANKTOWN MEADOWS, INC. thereafter to enforce such provisions.
19. This Agreement constitutes the entire agreement of both parties with respect to its subject matter, and any prior or contemporaneous agreements on the same subject are merged herein.
20. All provisions of this Agreement prohibited by the law of any applicable jurisdiction shall, as to said jurisdiction, be ineffective, to the extent of such prohibitions without hereby invalidating any other provisions of this Agreement.
21. In the event an attorney is retained to enforce this Agreement, or any of its provisions, the breaching party agrees to pay the prevailing party all actual attorneys' fees incurred, whether or not suit is actually brought and/or arbitration is demanded or had.

FRANKTOWN MEADOWS, INC. BOARDING AGREEMENT

- 22. This Agreement shall be interpreted and construed pursuant to the State of Nevada. In the event of any dispute hereunder jurisdiction and venue shall be exclusively in Washoe County, Nevada.
- 23. This Agreement shall in all respects bind and insure to the personal representatives, heirs, executors, administrators, successors, and assigns of the parties. Owner, however, shall not have the right to assign any rights or delegate to any duties under this Agreement without prior written consent of FRANKTOWN MEADOWS, INC.

PLEASE READ THIS VERY CAREFULLY – BY SIGNING THIS DOCUMENT YOU ARE WAIVING AND RELEASING VALUABLE LEGAL RIGHTS THAT YOU MAY NOW HAVING OR HEREAFTER HAVE AGAINST FRANKTOWN MEADOWS, INC.

I/we understand that by signing this Release and Waiver, I/we give up valuable legal rights for myself (and, if a Minor, as parents or legal guardian of such Minor) against FRANKTOWN MEADOWS, INC., and that I/we sign below of my/our own free will. I/we further understand that this Release and Waiver binds myself, my heirs, assigns, legal representatives.

DATED: _____

FRANKTOWN MEADOWS, INC.

BY: _____

By signing below, Owner agrees to all terms and conditions of this Agreement.

OWNER

BY: _____