

ONE DREAM EQUINE SERVICES' BOARDING AGREEMENT

As of _____, 20____ this Equine Boarding Agreement
["Agreement"] is being entered into between One Dream Equine Services ["Barn Manager"] and
Name ["Boarder(s)"]: _____
Address: _____ City: _____ State: _____
Zip code: _____ Phone: _____ Email: _____
Emergency Contact: _____

1. CANCELLATION OF BOARDING SERVICES:

- A. Barn Manager requires a minimum of 30 day written notice in the event Boarder wants to terminate the boarding agreement. There shall be no refunds of board fees no matter the date Barn Manager/ Boarder terminates this Agreement and/or vacates property with Horses(s).
- B. If Boarder's Horse becomes sick or disabled, Boarder can terminate this Agreement and move Horse off of Barn Manager's property; however, there shall be no refunds of board fees.

2. IDENTIFICATION OF HORSE: Boarder's horse(s) [Horse(s)] as described below, to be housed by Barn Manager.

Registered name: _____
Barn Name: _____ Breed: _____
Sex: _____ Date of Birth: _____

Registered name: _____
Barn Name: _____ Breed: _____
Sex: _____ Date of Birth: _____

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Barn Name: _____ Breed: _____
Sex: _____ Date of Birth: _____

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Sex: _____ Date of Birth: _____

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3. OWNERSHIP OF/AUTHORITY OVER HORSE:

- A. Boarder represents and warrants that they are the owner of record of Horse(s) as listed under number 2, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with One Dream Equine Services. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder.

4. BOARDING AND RESERVATION OF STALLS:

- A. STALL BOARD FEE: \$750 per month, per horse. Board is due on the first day of each month. Payment received before 5 PM the 5th of the month will be subject to a \$25.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$35.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.
- B. RESERVATION OF STALLS: Barn Manager will reserve a stall or stalls for a potential Boarder for a non-refundable deposit of \$100.00 per stall.

5. ADDITIONAL FEES, IF APPLICABLE:

- A. Boarder agrees to pay for unpaid board and/or late fees, damages to One Dream Equine Services, its facilities (including buildings and property), equipment, veterinary charges, and any other unreimbursed expense incurred by for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be due to Barn Manager prior to the Horse(s) vacating Barn Manager's property. If Boarder chooses to remove Horse(s) prior to reimbursement being paid to Barn Manager, Boarder will be liable for any and all legal fees to collect payment.

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6. ONE DREAM EQUINE SERVICES ["Barn Manager"]:

- A. Barn Manager agrees to provide a covered stall for inside boarded horses which will be cleaned once a day.
- B. Horse will be provided with turn-out time, however; Barn Manager cannot guarantee a given paddock or schedule for turn-out.
- C. Horse will be fed a complete pellet diet consisting of Tribute feeds to meet the Horse's diet needs and hay amount as needed daily. Supplements can be purchased by the owner of the horse if needed. If the owner wishes to feed their own grain the Barn Manager will do so at the owner's request and expense, but board fee will not be reduced for doing so.
- D. If the Horse(s) require more than 4 scoops of grain per day, the Owner will be required to pay the extra expense as the Barn Manager sees fit.
- E. Barn Manager shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, Horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Barn Manager need not clean horse's stall or provide turn-out time.

7. HORSE'S PHYSICAL CONDITION/SPECIAL CARE:

Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, in good condition, not in need of any special care, and has a current negative Coggins test; annual proof MUST be provided to the Barn Manager.

Exceptions:

8. HORSE'S BEHAVIOR:

- A. Boarder states that the Horse(s) exhibits the following behavioral traits:

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9. HOURS OF VISITATION:

- A. One Dream is open from 8am-10pm Monday-Sunday.
- B. The Barn will be open from 8am-2pm on Christmas Eve and will be closed on Christmas day.
- C. The Owner/Barn Manager will only be available from 6am-7pm Monday-Friday, 6am-12pm Saturday and Sunday unless in an emergency.

10. VETERINARY CARE:

- A. Boarder agrees and understands that it is the Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Barn Manager will first try to contact the Boarder. If Boarder is unavailable, or Horse has an emergency as deemed by the Barn Manager, Boarder gives Barn Manager permission to call Boarder's veterinarian, identified as:

Vet: _____

Phone: _____

If the Boarder's veterinarian is unavailable, Boarder authorizes Barn Manager to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges incurred.

- B. Boarder also agrees that Boarder will keep Horse current on all customary deworming and vaccinations, including but not limited to, EEE, WEE, WNV, Tetanus, Flu/Rhino, and Rabies and any and all other deworming or vaccinations as may be prevailing or customary in Barn Manager's locale. One Dream does not require Potomac Horse Fever vaccination, but it is recommended to vaccinate in the spring 3-4 months apart.
- C. One Dream will offer routine barn vet appointments to Boarder for vaccinations, dental care, fecals, etc.
- D. All horses are required to have teeth and fecal check in spring and fall. If veterinarian recommends teeth to be floated Boarder agrees to do so within 30 days of said recommendation. Boarder agrees to do a Flu/Rhino booster in fall. Failure to follow these mandatory rules will result in termination of board contract.

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- E. One Dream will deworm all horses in the spring and fall, Boarder will be responsible for the cost of the dewormer on that months board.
- F. Barn Manager offers to hold Horse for Boarder for a fee of \$25.00 per hour hold, per horse for routine care such as holding for farrier, vet, therapeutic services, etc. For emergencies, Barn Manager will hold Horse for Boarder for a fee of \$50.00 per hour hold, per horse.

11. FARRIER CARE:

- A. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier is identified as:

Farrier: _____

Phone: _____

- B. Boarder's farrier shall have access to Barn Manager and Horse during Hours of Visitation. If Boarder's farrier is unavailable and Boarder's Horse is in need of farrier services, Boarder authorizes Barn Manager to call its farrier, and that Boarder will be fully responsible for all farrier charges incurred.
- C. Farrier appointments shall be verified and approved by Barn Manager.
- D. Barn Manager offers to hold Horse for Boarder for a fee of \$25.00 per hold, per horse.

12. TRAINER: Training services are to be provided by One Dream Equine Services or by an outside trainer who is insured and approved by Barn Manager. Outside trainers shall provide proof of insurance and information as outlined below to Barn Manager prior to the start of any training services:

Trainer's Name: _____

Trainer's Business Name: _____

Trainer's Insurance Company: _____

Trainer's Address: _____

Trainer's Phone Number(s): _____

Trainer's Email: _____

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13. PROHIBITED ACTIVITIES: Neither Boarder nor their guests or agents shall feed or turn-out any Horse at One Dream Equine Services. No Boarder shall walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Barn Manager without permission of Barn Manager or that horse's owner.

14. AUTHORIZED USERS: Barn Manager has discretion when and under what circumstances to allow Boarder's designated users to have access to Horse and Barn Manager's facilities. Boarder shall designate all users in writing to Barn Manager and must include: Name, Street address, City, State, Zip code, Phone, Sex, Age, E-mail, and Level of experience with horses in general.

15. SAFETY AND RELEASE FROM LIABILITY:

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT ONE DREAM EQUINE BOARDING AND TRAINING, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF BARN MANAGER. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

- A. **HELMETS AND SAFETY GEAR**: I understand that it is the recommendation of Barn Manager to wear an SEI approved riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members, guests, and or others if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial(s): _____

- B. **HORSES ARE INHERENTLY DANGEROUS**: I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Barn Manager cannot control the horses it boards, and that I shall release and hold harmless

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Barn Manager from any injury arising out of or related to equine activities at Barn Manager's facilities.

Initial(s): _____

- C. I AM RESPONSIBLE FOR MY OWN CONDUCT & THAT OF MY HORSE: I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on the Barn Manager's property and or presence.

Initial(s): _____

- D. RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK: I take full responsibility for myself, my family members, and for any guest that I may bring onto the property and will not hold Barn Manager, it's owners, agents, or employees responsible for accident or injury to myself, my family members, my guest, or my agents.

- E. DEATH OR INJURY TO HORSE: Barn Manager, its owners, trainers, agents, or employees will not be held responsible for injury or death to Horse absent active negligence on their part.

Initial(s): _____

- F. HOLD HARMLESS, DEFEND AND INDEMNIFY: Boarder agrees to defend, indemnify, save and hold harmless Barn Manager and its principals, agents, and affiliates from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Barn Manager, presence at Barn Manager's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial(s): _____

- G. COSTS, ATTORNEY'S FEES AND EXPENSES: In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their quest or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of

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the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, canceled lessons, and any and all other disbursements.

Initial(s): _____

16. BARN MANAGER'S REMEDIES: If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Barn Manager ceases to be able to provide services to Boarder and Horse hereunder, Barn Manager reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

17. AMENDMENTS AND MODIFICATIONS: The parties may amend this agreement only by a written agreement executed by all parties.

18. NOTICES:

A. NOTICE TO BARN MANAGER: All notices must be in writing and delivered to Barn Manager at the following address or Email, in a manner which provides proof of delivery:

One Dream Equine Services

151 Barron Rd

Ortonville, Michigan 48462

Onedreamequine@gmail.com

B. NOTICE TO BOARDER(S): All notices must be in writing and delivered to Boarder's address or email listed above in this agreement, in a manner which provides proof of delivery.

19. ASSIGNMENT OR TRANSFER: No party may assign or transfer this Agreement without the prior written consent of the other parties.

20. NOTICE ABOUT SECURITY CAMERAS: Barn Manager has installed and can readily view and record parts of the barn at any time and without notification. These cameras are in place for the safety of the barn and Horses.

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21. ENTIRE AGREEMENT: This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

22. COMPREHENSION: Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing if so desired, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

23. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of Michigan. Venue for resolution of disputes shall be proper in Oakland County, Michigan.

BOARDER(S):

Date: _____

Printed Name: _____

Signature: _____

ONE DREAM EQUINE SERVICES:

Printed Name: _____

Signature: _____

Date: _____

Signature: _____

BY: Devin Yeomans

ITS: Owner/President/Barn Manager

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ADDENDUM TO BOARDING AGREEMENT

This Addendum shall become part of the One Dream Equine Services' Boarding Agreement and be signed by all parties.

1. STALL REST:

A horse that requires stall rest shall incur a \$15.00 per day, per horse, as applicable, and shall be payable with board for the following month. This fee is also applied if Boarder asks to leave Horse inside longer than 2 hours for any reason during normal turn out times.

2. ADDITIONAL SERVICES AND FEES:

- A. Bute for \$2.00 per gram.
- B. Banamine for \$20.00 per 10cc.
- C. Leg wrapping at \$20.00 per day, per horse.
- D. Wound care at \$20.00 per day, per horse. Boarder must provide but not limited to shampoo, ointment, and other materials to clean wounds.
- E. Dewormer at cost per dose, per horse.
- F. Cold hosing at \$15.00 per day, per horse.
- G. Hand walking at \$10.00 per day, per horse.
- H. Lunging at \$15.00 per day, per horse.
- I. Holding for emergency calls \$50.00 per hour, per horse.

3. BARN RULES:

- Absolutely no drama! Please contact Barn Manager at (248) 390-7083 with any issues or concerns you may have.
- Clean up after yourself and your horse. Ensure all equipment is put away and manure is removed.
- Turn off lights after use.
- Children must be with a parent at all times
- No running or yelling is allowed in the barn or near horses when being worked.
- Friendly dogs are welcome on a leash.
- If you, your horse, or your guest breaks something, you are responsible for fixing it. The cost material and cost of contractor for labor for the repair will be added to your board invoice.
- All guests must sign a release form as soon as they enter the property. The release forms are located inside the observation room on the counter next to the drop box.

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- No riding on horses in the barn aisle.
- Two riders at a time allowed to lunge in the arena at separate ends.
- No free lunging.
- Do not feed other client's horses treats.
- Do not enter pastures that your horses are not boarded in.
- No parking in front of barn doors. All cars must be parked in the parking lot.
- All jumps, poles, barrels, etc. must be put away after each use, with the exception of jump standards/poles on Wednesday through Saturday afternoon for lesson use.
- The hay barn is off limits to boarders unless given permission by Barn Manager.
- No feeding extra grain or hay unless given permission by Barn Manager. Taking extra feed is considered stealing and will result in termination of the boarding agreement.
- All fans must be metal barn safe fans approved by Barn Manager.
- All trainers must be approved by Barn Manager and provide proof of insurance.
- Barn Manager needs to be notified of all appointments.
- All questions or concerns must be addressed to Barn Manager and not with barn staff.
- Tack in tack room needs to be kept neat and tidy. Boarder is allowed one saddle per horse and one tack box per horse in the tack room.
- Please notify Barn Manager of any grain/hay change request and allow Barn Manager to make the change on the feed board. Boarders shall not write on or make changes on the feed board without prior permission from Barn Manager.
- If you muck your stall please use empty wheelbarrow or manure bucket.
- Your horse's behavior is your responsibility. If you cannot control your horse during your visits or Barn Manager deems your horse unsafe for staff to handle, you will be asked to put your horse under the care of a trainer, at your own expense, or to relocate your horse to another facility.
- No borrowing anyone else's equipment. We will not be responsible for or mediate disputes regarding misplaced/stolen/broken equipment.
- Do not feed, ride, handle, or medicate another Boarder's horse without providing written permission to Barn Manager from the other Boarder.
- Do not tie horses to unhitched trailers, fences, stall bars, or blanket racks, even if you think your horse will not pull back.
- Do not leave horses unsupervised or loose to free graze outside of pastures.
- No turning horses loose in arenas.

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- Absolutely no handling or disturbing pregnant mares, foals, and stallions without the owner or Barn Manager present.

BOARDER(S):

Date: _____

Printed Name: _____

Signature: _____

ONE DREAM EQUINE SERVICES:

Printed Name: _____

Signature: _____

Date: _____

Signature: _____

BY: Devin Yeomans

ITS: Owner/President/Barn Manager