

BOARDING/TRAINING AGREEMENT

OPERATOR:

RO-NO RANCH

Nola Hauptert-Keill

352 Hemlock Rd

Waymart, PA. 18472

Home # 570-937-4978 Cell # 570-351-7966

Hours of Operation: 6am to 8pm

No After Hours Access without Prior Approval from Operator

Horse Owner _____ Breed & Age _____
Owner's Address _____ Sex/Color _____
City, _____ Veterinarian _____
State & Zip _____ Vet's Phone _____
Res. Phone _____ Current Coggins _____
Work Phone _____ Last Wormed _____
Emergency Contact _____ Reg. # _____
Horse's Name _____ Value of Horse _____
Registered Owner? Yes ___ No ___ If no, identify name, address and phone
number of current owner _____
Is this horse insured? Yes ___ No ___ If so, list insurance company

Phone _____ Accident Notification # _____

Optional Services: () Exercise \$____, () Blanketing \$____, () Lease \$____,
() Supplements \$____, () Grooming \$____, () Trailer Parking \$____,
() Worming \$____, () Vet/Farrier Assistance \$____, () Training \$____
() Other _____ \$____. Total for Optional Services/mo. \$_____

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 2008, made by and between RO-NO Ranch/Nola Hauptert-Keill, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at RO-NO Ranch, Waymart PA. and _____ residing at _____, hereinafter referred to as 'OWNER'. These parties warrant that they have the right to enter into this AGREEMENT.

1. Fees, Term and Location

In consideration of \$_____ per horse per month paid by OWNER in advance on the _____ day of each month, STABLE agrees to board the herein described horse at RO-NO Ranch on a month to month basis commencing _____, 2008. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

2. Feed and Facilities

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse _____

3. Training

STABLE agrees to provide the following work to further the training of said horse _____

4. Ownership/Coggins Test

OWNER warrants that it owns said horse(if horse is in OWNER's care under a legal lease, lease must me shown to STABLE and a copy of lease given to STABLE), that there are no liens against said horse, express or implied by law, and will provide prior to time of delivery of said horse, to STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to STABLE.

5. Shoeing, Worming, Inoculations and Dental Care

STABLE _____ will or _____ will not agree to provide the necessary shoeing, worming, inoculations and dental care as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

6. Risk of Loss

During the time that the horse is in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of STABLE, are to be borne by OWNER.

7. Hold Harmless

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

8. Emergency Care

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number _____
Should STABLE feel that medical treatment is needed for said horse, provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well being of said horse. The cost of such care secured shall be due and payable by OWNER within fifteen (15) days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider and OWNER.

9. Stable Rules

OWNER hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

STABLE Safety Rules

STABLE Hours of Operation

Notice of Required Release and Waiver for Minors

Required Veterinary Care

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. Default

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 8 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. Assignment

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. Notice of Termination

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

13. Right of Lien

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Pennsylvania, for any amount due for the board and keep of horse, and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse after two (2) months of non-payment or partial payment and STABLE can then sell horse to recover its loss.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE
STATE OF PENNSYLVANIA

Executed at _____ on the date first set forth above.

STABLE _____

By: _____

Address _____

Telephone _____

OWNER _____

By: _____

Address _____

Telephone _____
