

SIGNAL KNOB EQUESTRIAN CENTER/SUSANNAH LANSDALE
BOARDING AND FACILITY USE AGREEMENT

THIS BOARDING AND FACILITY USE AGREEMENT is made and entered into as of this ___ day of _____, 20___, by and between **SIGNAL KNOB EQUESTRIAN CENTER/SUSANNAH LANSDALE**, hereinafter referred to as "Stable," and the individual or individuals undersigned, hereinafter referred to as "Owner." For consideration received, and in return for horse boarding services and use of the Signal Knob Equestrian Facility, located at 5300 Heckel Road, Evansville, Indiana (the "Facility"), Owner agrees to the following:

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable. Payment shall be made in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth below or in the rate schedule.

The boarding fee is due upon the first of the month. In the event said payment is overdue by seven (7) days, a late fee of \$10 will be charged (unless other arrangements were previously discussed). If such payment is overdue by 15 days, an additional late fee of \$15 will be charged (unless other arrangements were previously discussed). If such payment is overdue by 30 days, Stable shall be entitled to file a lien against said horse or horses, as applicable, and the Owner's property upon the premises of the Facility as further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or property for the amount due in accordance with the laws of the State of Indiana. The initial monthly charge applicable to the services as set forth below shall be \$440.00 per month, which amount shall be subject to change from time to time at the Stable's discretion, upon 30 days' notice to Owner.

2. Description of Horse to be Boarded. Owner agrees to submit a full and complete Owner Information Sheet for each horse boarded upon execution of this agreement and upon start of boarding for any additional horses to be boarded after the date hereof. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. Ownership of Horse(s), Personal Liability of Owner. Owner represents and warrants to Stable that Owner is a) the lawful owner of the horse(s). or b) authorized by the lawful owner of the horse(s) to have custody and control of the horse(s) and to enter into this agreement for the benefit of the lawful owner. Owner acknowledges and agrees that Owner shall be personally and primarily liable for all obligations imposed on the Owner by this Agreement, including payment of fees and other amounts arising hereunder, regardless of whether or not Owner is the lawful owner of the horse(s). Any damages to Stable property or other owners' property by Owner, Owner's horse(s) or Owner's invitees is the financial responsibility of the Owner.

4. Feed, Facilities, and Services. Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges Owner has inspected the Facility and finds the same in safe and proper

order. The standard services to be provided herein and the charges therefore are as included herein and are subject to change at Stable's discretion.

5. Training, Instruction and Other Services. Boarder shall not offer training or riding instruction or perform any other service including feeding, turnout, exercise, shoeing, grooming, blanketing or other services to horses but their own without obtaining prior consent from Stable.

6. Signs, Advertisements and Promotional Materials. No sign or poster shall be nailed, screwed, glued or anyway attached to any barn, fence or other structure. Materials can only be posted with written consent from Stable.

7. Risk of Loss and Standard of Care and Limitation of Liability. DURING THE TIME THAT THE HORSE IS IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR INCLUDING BUT NOT LIMITED TO, (i) ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S), (ii) ANY DEATH, PERSONAL INJURY OR DISABILITY OF THE OWNER, OR OWNER'S GUEST, INVITEE OR SERVICE PROVIDER, OR IN CONNECTION WITH ANY SERVICES PROVIDED BY STABLE, INCLUDING DURING TRANSPORTATION OR EVENT ON OR OFF THE PREMISES OF THE FACILITY, (iii) DAMAGE TO OWNER'S PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, TACK, CLOTHING, AND EQUIPMENT; OR (iv) ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF BEING CONNECTED IN ANY WAY WITH THE BOARDING AND CARE OF SAID HORSE(S), EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES.

The Owner fully understands that Stable does not carry any insurance on any horse not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse by Owner.

WARNING UNDER INDIANA LAW: AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. AS A MATERIAL CONSIDERATION OF STABLE'S AGREEMENT TO BOARD OWNER'S HORSE(S), OWNER AGREES THAT IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL SUBJECT TO THE TERMS OF THIS SECTION 7. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE,

OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO OBTAIN INSURANCE SHALL BE AT OWNER'S RISK.

8. Hold Harmless. Owner agrees to defend, indemnify and hold Stable and its owners, employees and other horse owners harmless from any and all claims however alleged, including claims for personal injury and property damage, arising from damage or injury caused by Owner or Owner's horse(s). Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

9. Emergency Care. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then hereby authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within ten (10) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner. Owner shall complete an Authorization for Medical Emergencies form for each of its horses.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

10. Termination of Agreement by Owner. The Stable requires at least thirty (30) days' written notice before Owner may terminate this Agreement with respect to any horse or all horses of Owner. Owners are also asked to pay next month's board if adequate time is not given or available before leaving. Failure to provide such written notice or next month's board may, at the discretion of the Stable, result in a contract abandonment fee of \$100.00 per horse as well as the Stable reserving the right to refuse any future business from such Owner.

11. Condition of Horse. Horse(s) must be free from infectious, contagious or transmissible disease which boarded at the Stable. Owner must provide a current negative Coggins test, veterinarian's health certificate if traveling from outside Vanderburgh County, Indiana, plus an up-to-date health, de-worming and immunization record. The Stable reserves the right to refuse to accept any horse if not in proper health.

The Stable reserves the right to notify the Owner if any horse of Owner is deemed dangerous, sick or undesirable for a boarding stable in the discretion of the Stable. In such case, the Owner of the horse shall remove such horse from the Facility within seven (7) days after receipt of such notice.

12. Limitation of Actions. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to gross negligence or willful misconduct must be brought within one (1) year of the date such claim or loss occurs.

13. Shoeing, Vaccinations and Worming. Owner agrees to provide the necessary shoeing and worming of the horse as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse if requested. Owner agrees to have the horse wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within ten (10) days from the date the bill is submitted to the Owner.

14. Ownership-Coggins Test. For any horse that was boarded out of state, Owner will provide proof satisfactory to Stable of the negative Coggins test upon request.

15. Changes or Termination of Agreement. It is agreed by both parties that this Agreement may be changed or terminated by Owner upon thirty (30) days' written notice, regardless of the rental period and by Stable upon thirty (30) days' written notice. All notices must be issued in writing. The posting of updated rate schedules or updated rules and regulations of the Stable in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or rules and regulations changes as may be deemed appropriate by Stable.

16. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Stable which shall be posted and available from time to time. In the event someone other than the Owner shall call for the horse, such person shall have written authority signed by the Owner to obtain said horse .

17. Right of Lien. The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Indiana, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain said horse until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses.

18. Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner, but trailer storage is for an additional fee of \$30 per month. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment, vehicles or trailers, or other property stored

or located at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment, vehicles or trailers, taken to horse shows or clinics.

19. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described herein and below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

20. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Indiana, and shall be enforced and interpreted in accordance with the laws of said State. Any action or proceeding brought by either party to enforce or interpret the provisions of this Agreement shall be instituted exclusively in Federal or State court in Vanderburgh County, Indiana, and in no other jurisdiction, and both parties waive all objections to such jurisdiction and venue, including, without limitation, lack of personal jurisdiction and inconvenient forum. THE PARTIES EACH HEREBY FURTHER WAIVE THEIR RIGHT TO TRIAL BY JURY AND AGREE THAT ANY SUCH ACTION OR PROCEEDINGS SHALL BE TRIED ONLY TO A JUDGE, MAGISTRATE OR OTHER ADMINISTRATIVE OFFICER OF SUCH COURTS.

21. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

23. Receipt. This Agreement is intended to constitute a receipt for the horses being boarded hereunder. Note that any horses left on the premises after work is completed (including, horses remaining at Facility after failure to pay the boarding fee and any fees due hereunder), may be sold for charges.

OWNER (OR AUTHORIZED AGENT):

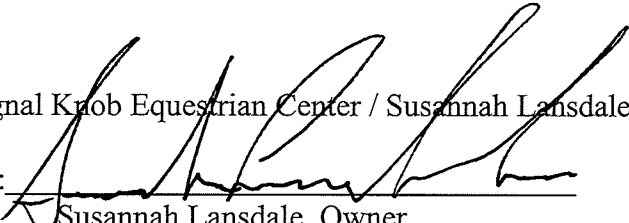
By: _____
OWNER (PARENT OR GUARDIAN IF OWNER IS A MINOR)

Printed Name: _____

Address: _____

Phone Number: _____

Signal Knob Equestrian Center / Susannah Lansdale

By: 
Susannah Lansdale, Owner