

**DEER HOLLOW FARM, LLC
MORGANFIELD, KENTUCKY
BOARDING CONTRACT**

Owner name: _____ - _____

Address: _____

Contact # _____

1. Horse(s) Boarded and Information: Subject to the terms of this Agreement, Deer Hollow Farm, LLC will board the following Equine ("Horses") at Deer Hollow Farm, LLC property located at 8024 State Route 871, MORGANFIELD, Kentucky 42437 (the "Farm"):

Owner agrees to provide the Farm with information concerning the Horse(s) as Deer Hollow Farm, LLC may reasonably request, including name, year of birth, color, sire, dam, and current reproductive status.

2. Board Rate. Owner agrees to pay the following rates for the services to be provided to owner pursuant to this agreement. Owner must check the appropriate box for each service desired.

- a. Foaling fee \$375.00
(Normal delivery, immediate post-foaling injections, Foalart, IgG snap test, navel dipped, some imprinting)
- b. Year round mare care \$ 350.00
(per month, includes worming every 2 months for mare and foal, annual contract required)
- c. Dry pasture Board \$ 12.00
(per day, \$360 per month)
- d. Wet pasture board \$ 15.00
(per day, \$450 per month)
- e. Dry stall \$ 14.00
(per day, \$ 420 per month)
- f. Wet stall \$ 17.00
(per day, \$510 per month)

Vet, Farrier, container returns, medications administered or supplements added are additional. Board includes 2 daily feedings of grain and alfalfa mixed or mixed grass hay, fresh water, turn out and shavings. Local hauling available at a fee of \$ 1.10 per mile.

Board and other expenses will be charged to Owner as of the date each Horse arrives on the Farm or is weaned.

3. Billing. Deer Hollow Farm, LLC will invoice Owner on a monthly basis a statement of the board and expenses incurred, and Owner agrees to pay said statement within ten (10) days of the billing date of such statement. A one and one-half (1 1/2%) percent per month interest and bookkeeping charge will be added to any sum that is not paid within thirty (30) days of the billing date. The billing and correspondence address is PO Box 89, Morganfield, KY 42437.

4. Insurance. Owner assumes all risk of loss to the Horse(s) and is solely responsible for maintaining any and all insurance on each Horse. Deer Hollow Farm, LLC shall not be responsible for complying with the terms of any insurance coverage or for giving any notice to any insurance carriers.

5. Duties, Rights, and Authority of Deer Hollow Farm, LLC. Deer Hollow Farm, LLC shall have all reasonable authority and discretion with respect to the keep, maintenance, care, management and supervision of the Horse(s). In addition, Deer Hollow Farm, LLC shall have the authority to choose the veterinarians to treat and care for each Horse, and the further authority to take whatever action Deer Hollow Farm, LLC, its agents and employees deem best for the care of each Horse, including, but not limited to, surgical procedures and all other veterinary treatment it elects to authorize, for which services and medications Owner agrees to pay in full. Deer Hollow Farm, LLC agrees to attempt to contact Owner regarding extraordinary veterinarian decisions or actions to be taken; provided, however, that the failure of Deer Hollow Farm, LLC to contact Owner shall not abrogate the authority hereinabove granted. Owner agrees that no Horse for which veterinarian care and treatment has been provided pursuant to this paragraph shall be removed from the Farm until such time as all costs and expenses incurred for such veterinarian care and treatment,

whether due and owing as reimbursement to Deer Hollow Farm, LLC or due and owing directly to the provider of such veterinarian care and treatment, have been paid in full.

6. Disclaimer of Liability and Release. While any Horse is in the custody of Deer Hollow Farm, LLC, Deer Hollow Farm, LLC shall not be liable for any accident, sickness, disease, estray, theft, death or injury which may be suffered by such Horse, or for any other cause of action whatsoever, arising out of, directly or indirectly, the care and boarding of such Horse and Owner does hereby release the Farm from any liability relating to any of the foregoing, unless caused by the gross negligence of Deer Hollow Farm, LLC.

7. Indemnification. Owner agrees to indemnify and hold Deer Hollow Farm, LLC harmless from any and all liabilities, claims, injuries and/or damages (including, but not limited to, reasonable attorneys fees) which may be caused by Owner or Owner's agents or employees or the Horse(s) or which may arise out of or relate to the boarding of the Horse(s).

8. Dangerous Condition. Deer Hollow Farm, LLC reserves the right to refuse to accept or to keep any Horse if Deer Hollow Farm, LLC determines that the Horse may be dangerous to life or property. Owner agrees to immediately remove any and all Horses upon notice of such condition.

9. Grant of Security Interest. Owner hereby grants and conveys to Deer Hollow Farm, LLC a security interest in the Horse(s), any stallion service certificates relating to the Horse(s) to secure the payment of all board charges and expenses provided for hereunder and all other costs (including reasonable attorneys' fees) associated with the Horse(s) and hereby authorizes Deer Hollow Farm, LLC to file any financing statements to perfect said security interest. This Agreement may serve as a security agreement. This Agreement does not affect and is in addition to any agister's lien in favor of Deer Hollow Farm, LLC and the rights of Deer Hollow Farm, LLC which arise pursuant to Kentucky law including, without limitation, KRS 376.400.

10. Term. This contract shall remain in force unless and until it is terminated by either party upon 30 days written notice. The terms and provisions hereinabove stated shall apply until each Horse leaves the care of Deer Hollow Farm, LLC. Upon conclusion of this Agreement, Owner shall pay all outstanding board and expenses hereunder and shall thereafter promptly remove any and all Horse(s) from Deer Hollow Farm, LLC.

11. Attorneys' Fees and Costs. In the event it becomes necessary for Deer Hollow Farm, LLC to retain an attorney to enforce any term of this Agreement, including without limitation collection of boarding fees due, Deer Hollow Farm, LLC shall be entitled to recover its reasonable attorneys' fees and costs expended, in addition to all other remedies.

12. Assignment. This agreement cannot be assigned by Owner without the express written consent of Deer Hollow Farm, LLC.

13. Miscellaneous. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The venue for any action arising hereunder shall be Union County, Kentucky. The party executing this Agreement as Owner hereby warrants that he has title to and is the legal owner of the Horses to be boarded, or, if an agent, that he is fully and legally authorized to enter and execute this Agreement, for and on behalf of his principal(s).

14. WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

By signing below, Owner/Agent agrees on behalf of Owner and Owner's heirs and assigns to the terms of this Boarding Agreement.

Owner's/Agent's Signature

Date

Printed Name

If Owner/Agent is an entity, the principal's full name: