

Whispering Winds Equestrian Facility, LLC

Whisperwinds LLC

138 Browns Rd. Walden, NY 12586 (845)778-0250



HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

This agreement, made and entered this _____ day of _____, _____ by and between _____, who resides at _____, herein referred to as the "Owner" and Whispering Winds Equestrian Facility, LLC and Whisperwinds LLC, herein collectively referred to as "Stable". Note in all instances under the agreement the term "Stable" should include the entities known as Whispering Winds Equestrian Facility, LLC and Whisperwinds LLC.

FEES:

It is hereby agreed to as follows:

1. Owner agrees to pay the sum of \$ _____ per month and understands that the stable will not allow any horse to leave on any given day later than noon without charging one full day's board. Monthly board is to be paid in advance and is due on the first of the month. Stable requires 30 day's notice, in writing, if owner intends to sell or move horse. Owner is responsible for a full month's board should there be no notification payable prior to horse leaving Stable premises. Owner shall pay all charges of and for special services listed hereinafter and all veterinary and medical costs that may be incurred hereinafter for the horse.

_____ Full Board – Upper Barn
_____ Rough Board – Upper Barn
_____ Full Board – Lower Barn
_____ Rough Board – Lower Barn

** A 10% fee will be charged for payments made after the 7th day of the month.

**There is a \$50.00 returned check fee + bank fees

INFORMATION ON HORSE TO BE BOARDED:

Name of Horse: _____

Breed: _____

Color: _____ **Sex:** _____ **Age:** _____

Value of Horse: \$ _____

Other personal information: _____

RELEASE AND INDEMNITY

2.1 If horse becomes ill or is injured, Stable shall attempt to telephone owner immediately. If the Owner does not immediately inform Stable regarding measures to be taken, or if the state of the animal's health requires immediate action, the Stable is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The Owner shall promptly pay all expenses for all services relating to this illness or injury.

2.2 The Owner agrees that Stable shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident. The owner further agrees he/she shall be responsible at all times for any and all acts of animal including, but not limited to damage to the Stables property such as stalls, bucket, lighting, wiring, fencing, etc. and claims, injuries or loss of life that may be sustained by Owner his/her family, invitee, agents or any other persons on their property.

2.3 Owner shall have sole responsibility for maintaining insurance coverage for and with respect to Owners horse and other personal property, including without limitation appropriate policies of property and liability insurance.

2.4 Owner acknowledges and accepts the risks and dangers inherent in equine activities (Equine Related Risks) including, without limitation the propensity of the horse to behave in ways that may result in an injury or harm to, or the death of persons on or near the horse or result in injury or death to other animals. Including Owner's horse, such as bucking, biting, kicking, rearing, shying, falling or stepping on person or other animals. The unpredictability or a horses reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects and the potential of another horse owner to not maintain control over its horse or horses.

2.5 Owner expressly acknowledges and assumes all risks involved in or arising from the use by owner or owner's horse, or their presence upon stable property and facilities, including without limitation: equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of a person.

2.6 Owner hereby releases, exonerates and absolves Whispering Winds Equestrian Facility, LLC staff members, volunteers, sponsors, organizers, agents and any other representative, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and agrees not to sue the or any of them on account of or in conjunctions with any claim causes action, injuries, damages, or expenses (collectively "liabilities") arising out of the uses or presence upon Stable property

and facilities by Owner or Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

2.7 Owner hereby waives the protection afforded by any statute or law whose purpose or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person given the release does not know or suspect to exist at the time executing the release.

2.8 Owner agrees that boarded horse(s) will participate in Stable's worming, immunization and teeth floating programs and that horses are shod or trimmed on a regular basis (or a minimum of every 8 weeks) Owners are responsible for setting appointments and being present at appointments for services unless owner requests assistance from Stable management. Check with management for scheduling

2.9 Any other Release and Waiver of Liability and/or Release and Indemnity Agreement signed by the parties here too shall be incorporated herein by reference and made a part hereof as if fully set forth at length herein. In the event of conflict between said Agreements the terms, conditions, and covenants of either and/or both Agreements at the sole, absolute and unfiltered discretion of the Stable, shall be controlling.

RIGHT OF LIEN

3.1 The Owner hereby grants a lien on the horse for all the charges resulting from boarding and rendering any other services to the animal. If any such charges are unpaid for a period of 30 days after they come due, stable may, upon 15 days notice in writing to the owner, sell the horse at public or private auction to satisfy the account. Owner agrees to relinquish title to any and all breed association, registration papers upon enforcement of this cause. The notice may be served by registered or certified mail with return receipt requested, addressed to the Owner at the address stated above. The proceeds of sale, after paying expenses thereof, shall be applied to liquidate the indebtedness secured by lien including all charges

accrued in caring for the animals up to the date of sale and the balance shall be paid over to the owner. If the proceeds of the sale are insufficient to cover the indebtedness, the Owner shall pay the difference to the Stable.

SERVICES

4.1 The boarding fee includes feeding 2x daily (up to maximum daily limit of quarts of feed) Horse will be provided with an adequate amount of hay to sustain his weight and nutritional requirements. A box stall cleaned daily, bedded with sawdust in a quantity to be decided as adequate by Stable Manager. Owner is permitted to pick out horse's stall, however, no boarder is to add extra sawdust to a stall without permission from the Stable Manager. Fresh water is provided in adequate amounts on schedule. If bucket is empty, it does not mean that your horse is not being watered, horse simply drank it. Group turnout is included in Owner's monthly board. If Owner wishes to have private turnout, management needs to be notified.

4.2 In the event that someone other than the Owner of his/her family member wishes to be in contact or ride the horse, such person must have written permission signed by the owner to remove or ride horse.

4.3 If requested by Owner, Stable will feed supplements as directed by Owner and/or veterinarian, take blankets on/off and handle horse for Vet or Farrier for the following fees.

Fans - \$25/month Heated Water Buckets - \$25/month Blankets on/off - \$30/month Handling for Vet/Farrier - \$10/time

4.4 In the event that the Owner decides to lease their horse out the monthly board of the horse will increase by \$250 a month.

BOARDING RULES AND REGULATIONS

5.1 Barn Hours 9am-9pm

Special arrangements may be made with management for people who prefer to ride outside of those hours. Owners are responsible for notifying management, in writing, if horse is going to a show, trip etc.. Expected time and date of return is to be conveyed to Management as well.

5.2 Helmets: individuals under the age of 18 must wear a helmet when on horseback on Stable premise. Management strongly recommends individuals 18 and older to use helmets.

5.3 Management requires any rider under the age of 18 to be supervised by an adult.

5.4 Management strongly recommends for the Owners safety, there be no bare back riding.

5.5 Please clean up after yourself. Sweep the floor when your done grooming your horse, pick up any manure your horse drops. There are muck buckets for use at either end of the barn, not garbage cans. Turn off all water when done and make sure your horses' stall door is secure.

5.6 Stable is not responsible for anything lost, stolen or damaged. Do not borrow equipment from anyone, including stable without getting permission.

5.7 Stable is not responsible for your equipment. Please limit your equipment to one saddle, one bridle, and one trunk per horse. Please keep tack room orderly. Put all equipment away after each use. Limited space may be available for additional storage.

5.8 No stallions

5.9 Please take proper safety precautions when handling horses. Remember that horses are animals that often act on their own. You are riding at your own risk.

5.10 Owner will provide yearly proof of current coggins and all inoculations. 4 in 1 rabies are to be done no later than June of every year. Management requires proof of inoculations, i.e. vet bill or vet supply receipt. A booster Rhino/Flu is to be given in the fall. If proof is not received by June 30th, Management will

inoculate horse(s) and bill owner in the following month board bill. Owners are responsible for prepayment to the stable within 30 days. Horses are to be wormed no less than every 3 months or 4x per year. Management requires proof of worming.

5.11 Any rider or handler other than the Owner must contact Stable management and sign an additional Agreement. Signed agreements will be kept on file in Stable office.

** Owners are responsible for informing any rider or handler of Stable rules. If a rider or handler continuously disregards Stable rules, they may be asked to leave the premises**

5.12 Do not leave trash in or around stables.

5.13 No boarder is to feed additional grain or hay belonging to Stable. Owner may supply his/her own additional hay, grain or supplement. Stable is not responsible for the wellbeing of any horse/pony receiving amounts of feed determined unsuitable by Stable Management.

*Additional hay or grain is available for an additional charge per month. Special feed required by older or sport horses is available for an additional charge.

5.14 No owner or designee of Owner, other than Stable Staff, is to provide additional grain, hay, supplements or medications to Owner's horse without first consulting with and notifying Stable Management.

5.15 All horses are turned out on a daily basis 7 days per week, weather permitting. If Owner, on occasion, would like horse(s) to remain in, Owner is responsible to inform Stable Management.

5.16 Closing: If you are the last person to leave the barn, you are required to turn off all the lights (bathroom included) and check all the doors to make sure they are shut and properly locked, including the tack room.

5.17 Outside instructors are welcome and said instructors are governed under the agreement. Owner's are required to pay a \$20.00 ring fee.

5.18 TERMS: This Rental Agreement is a month- to-month rental agreement which shall commence on the date of execution and shall continue through the last day of the current month. Thereafter, the term of this agreement shall automatically renew each and every month unless notice is given at least thirty (30) days prior to the end of the last month of tenancy by either party, subject to all terms and conditions hereafter stated. If for any reason Owner fails to remove

his/her property from the Stable Premises after the term of this Agreement, then this Agreement shall automatically renew, on a month-to-month basis. In the event this Agreement is extended or renewed, it is expressly agreed that the covenants and terms of this Agreement shall remain in full force and effect. Tenant shall remain liable for all rental charges accruing as set forth within this Agreement.

5.19 PAST DUE PAYMENT/LOCKOUT: In addition to, but not in limitation of, all remedies available to Stable, the Laws of New York State may give the Stable a lien upon all personal property, whether or not owed by the Owner, located at the Stable for payment of rent, labor, or other charged reasonably incurred. In the event Owner is default hereunder, the Stable may, without notice, deny the Owner, its agents, or lien holders access to the property located at the Stable. All charges of whatever nature due under this Agreement shall constitute rental boarding fees and charges.

5.20 RENEWAL: The Stable reserves the right not to extend or renew this Agreement, with or without cause, and Owner agrees to vacate upon any default by Owner or upon any notice of termination from Stable. Owner shall vacate immediately in all such instances.

5.21 INSURANCE OBLIGATIONS/LIMITATIONS OF LIABILITY: NO BAILMENT IS CREATED HEREUNDER. LESSOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING ANIMALS OR GOODS FOR HIRE. STABLE HAS NO OBLIGATION TO CARRY ANY INSURANCE WHICH IN ANY WAY COVERS ANY PROPERTY LOSS WHATSOEVER THAT OWNER MAY HAVE OR CLAIM BY RENTING TH STABLE SPACE OR BEING ON OR ABOUT THE PREMISES, AND, THEREFORE, OWNER MUST OBTAIN ANY INSURANCE DESIRED AT HIS/HER OWN EXPENSE. STABLE STRONGLY RECOMMENDS THAT OWNER SECURE HIS/HER OWN INSURANCE TO PROTECT HIMSELF/HERSELF AND HIS/HER PROPERTY AGAINST ALL PERILS OF WHATSOEVER NATURE. STABLE SHALL NOT BE LIABLE TO OWNER OR OWNER'S INVITEES, FAMILY, EMPLOYEES, AGENTS, OR SERVANTS FOR ANY PERSONAL INJURIES OR PROPERTY DAMAGE, OR LOSS FROM THEFT, VANDALISM, FIRE, SMOKE WATER, HURRICANE, RAIN, TORNADO, EXPLOSION, ACTS OF GOD, OR ANY OTHER CAUSE WHATSOEVER, TO THE EXTENT ALLOWED BY LAW.

TENANT HEREBY EXPRESSLY AGREES THAT ANY CARRIER WHICH ISSUES ANY INSURANCE ON ANY ANIMALS AND/OR PERSONALLY STORED OR OTHERWISE LOCATED IN THE SPACE SHALL NOT HAVE THE RIGHT OF SUBROGATION TO ANY CLAIM THE TENANT HAS AGAINST THE LESS, LESSOR'S AGENTS OR EMPLOYEES TO INCLUDE LESSORS' INSURANCE CARRIER.

5.22 DEFAULT: Time is of the essence in the performance of this Agreement and in the payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if Owner shall fail or refuse to perform any one (1) of the covenants, conditions, or terms of this Agreement, Owner shall be deemed in default in the performance of this Agreement. Nothing contained in this Agreement shall be construed as limiting Stable's rights and remedies as provided under the laws of New York State, In case of default, and without prejudice to any other remedies, TIME BEING OF THE ESSENCE.

5.23 BREACH OF COVENANT: A breach of any of the covenants, representations, warranties or conditions of this Agreement by the Owner shall, at the option of the Stable, terminate this Agreement, upon notice of which said Agreement shall become null and void and of no further force and effect. This notice shall not otherwise later, abrogate or nullify any of the rights and remedies otherwise surviving, reserved and granted to the Stable in this Agreement.

5.24 WAIVER: No waiver by Stable, its agents, representatives, or employees of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach of default in the performance of the same or any other covenant condition or term hereof.

5.25 CHANGE OF TERMS: All terms of this Agreement, including without limitation, monthly rental, conditions of occupancy and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE to Owner. If changed, the Owner may terminate this Agreement on effective date of the change by giving Stable THIRTY (30) DAYS PRIOR WRITTEN NOTICE to terminate. IF the Owner does not give such notice, the change shall become effective and apply to his/her occupancy.

5.26 INDEMNITY AND HOLD HARMLESS: OWNER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE STABLE FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR LOSS TO PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES ARISING FROM OWNER'S OR ANY AUTHORIZED PARTY'S USE OF THE PREMISES, OR FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED TO BE DONE BY OWNER IN OR ON THE STABLE OR ABOUT THE PREMISES. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ALL STATUTORILY APPLICABLE PERIODS UNDER LAW.

5.27 SUBLETTING, ASSIGNMENT AND ACCESS: No subletting of the Stable or any

portion thereof or assignment of this Agreement any be made by Owner without first obtaining written permission from Stable in advance. Additionally, any third party given access to the Stable by Owner, as named in this Agreement, shall be added as an accommodation to Owner and shall have no right under this Agreement. Owner agrees that Owner shall at all times hereunder be liable for any and all actions of any party authorized by Owner to have access to the Stable and Premises.

5.28 SEVERABILITY: If any part of this Agreement for any reason is declared invalid, void or unenforceable such decision shall not affect the validity of the balance of this Agreement and the parties agree that this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid, void or unenforceable.

5.29 SUCCESSION: Stable may at any time assign this Agreement, in which event Stable shall no longer be responsible or liable under the terms of this Agreement and all of the provisions hereof shall apply to, bind, and obligate the parties and their heirs, assigns, executors, administrators, representatives, and successors the parties hereto following said assignment.

5.30 STATE LAW TO APPLY: This Agreement and any action arising between the parties shall be construed under and in accordance with the Laws of New York State. Venue for all legal proceedings arising hereunder shall be Orange County.

5.31 DISCLAIMER: The agents and employees of Stable are not authorized to make warranties about the Stable, Premises, and/or recitals referred to in this Agreement. Stable's agents' and employees' ORAL STATEMENT DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by Owner, nor shall any of said statements be considered a part of this Agreement. It is further understood and agreed that Owner has been given an opportunity to inspect, and has inspected, the Stable and Premises and that Owner accepts said Stable and Premises "AS IS" and "WITH AL FAULTS."

5.32 ENTIRE AGREEMENT: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the subject matter contained herein No amendment or alternation to the terms here of shall be binding unless the same is in writing, dated subsequent to the date hereof, and

fully executed by the parties hereto.

5.33 HEADINGS: The headings of the various provisions of the Agreement have been included only for the convenience of the parties and are not to be used in construing this Agreement nor in the ascertaining the intentions of the parties.

5.34 RULES AND REGULATIONS: The Rules and Regulations stated herein are made a part of this Agreement and Owner agrees to comply at all times with such Rules and Regulations. Stable shall have the right to promulgate amendments and additional Rules and Regulations at any times, and upon notice of the same being given to Owner, the additional Rules and Regulations shall immediately become effective.

5.35 INCORPORATION BY REFERENCE: The parties hereto agree that a certain Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, as executed by the parties, shall be incorporated by reference herein and made a part of hereof as if fully set forth at length, whether annexed hereto or not annexed hereto as an Exhibit.

TERMINATION

Owner agrees to abide by all the rules and regulations of Stable. Failure to do so will result in the following action:

1. Verbal warning of violation
2. Written notice of violation, possible eviction

Either party may terminate this agreement by giving 30 days written notice

This agreement is entered into the State of New York and will be interpreted and enforced under the laws of New York and the venue for all legal proceedings arising hereunder shall be Orange County.

I undersigned, being of legal age and sound mind and not being under the influence of alcohol, drug or intoxicants, have read and understand the foregoing agreement and release. Owner acknowledges receipt of a copy of this agreement.

Please Print:

Owner _____ Date: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Emergency Contact: _____

Veterinarian: _____

Signature Of Owner: _____ Date: _____

Signature of Parent or Guardian if Owner is under 18 years of age:

_____ Date: _____

Whispering Winds Equestrian Facility, LLC

Whisperwinds LLC

By: _____

By: _____

