

c. _____ (Barn Name)
_____(Registered Name)
_____(Breed)
Mare ____ Gelding ____ Stallion____ (Please Mark One)
_____(Age) _____ (Birth Date or Year)

The boarder agrees as follows with respect to the above describes horse(s):

1. All horses will be kept on Harmony Horseman LLC. vaccination schedule which includes: 5-way, Strangles or as recommended by our VDM.

Horse owner/boarder will provide Harmony Horseman current vaccination information and bring the horse(s) into compliance with Harmony Horseman protocol at horse owner/boarder expense.

Initial _____

2. The horse owner/boarder has signed and agrees to require each of his or her guests to sign a Liability Waiver (Exhibit "A").

Initial _____

3. Horse owner/boarder has signed and agrees to abide by Harmony Horseman rules and Safety Protocol Agreement (Exhibit "B").

Initial _____

4. Horse owner/boarder has completed a Horse Health Information and Authorization Form (Exhibit "C").

Initial _____

5. If the animal becomes ill or injured, Harmony Horseman owner or agent shall endeavor to notify the horse owner/boarder for instructions.

If the horse owner/boarder cannot be reached or does not answer the notice or the horse's health requires attention, the horse owner authorizes Harmony Horseman owner or agent to use his/her judgment connected with measures to be taken for the welfare of the horse at the horse owner/boarder's expense.

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6. The horse owner/boarder shall be personally liable for the cost of any care, such as (but not limited to) veterinary care for the horse(s), and shall pay for all charges promptly within one calendar week.

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7. The horse owner/boarder assumes responsibility for all equipment, tack, and supplies stored at Harmony Horseman.

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8. The horse owner/boarder hereby releases Harmony Horseman from any and all liability for any injury or damage to property to person or property, including any injury to the horse(s) itself, that may occur in or about the Harmony Horseman property or elsewhere. This release includes, but is not limited to, loss by theft, fire, running away, injury by another animal.

Initial _____

9. The horse owner/boarder shall be solely responsible for maintaining insurance on your horse(s) including public liability, accidental injury, theft, and equine mortality insurance. All risks, including but not limited to, sickness, disease, ASTRAY, theft, death and/or injury connected with training, boarding, handling and/or transporting the horse(s), are to be borne solely by the horse owner / boarder.

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10. The horse owner/boarder shall hold harmless Harmony Horseman, its owners, successors, assigns, employees, independent contractors, and agents.

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11. Harmony Horseman's owners and agents shall not be liable for any damage which may occur from any cause arising out of or as a result of the boarding of said horse(s), including, but not limited to, loss by fire, theft, running away, death injury to person or horse(s) on or off the property.

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12. The horse owner/ boarder agrees to pay \$325.00 per month in advance payable on or before the first of the month.

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13. A 10% late charge will be added to any payment made after the 5th of the month. A \$25.00 fee will be charged on all checks returned from the bank.

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14. The horse owner/boarder agrees to pay all expenses incurred while at Harmony Horseman, including, but not limited to, training, veterinary, and farrier expenses.

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15. In the event that a owner/boarder leases his or her horse(s) out, the boarder shall notify Harmony Horseman and is still responsible for all applicable payments.

Initial _____

16. The horse owner/boarder agrees to pay all bills/expenses before the horse(s) is removed from the premises. Harmony Horseman owner may retain possession of the horse(s) until all bills/expenses are paid in full.

Initial _____

17. Harmony Horseman is hereby granted a lien, pursuant to the provisions of the Kansas Code ##### , and any successor statute of similar effect, for

a) all boarding charges; and b) for all charges that may be incurred under paragraph 14 above.

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18. Harmony Horseman may exercise its lien rights fifteen days after written notice to the horse owner/boarder at the address set out above and may dispose of said horse(s) for the unpaid charges at a private or public sale and the horse owner hereby waives all other legal notice. In the event the sale does not secure a price sufficient to pay all unpaid charges incurred in connection with the horse(s), as well as all legal expenses and other charges of enforcing said lien, the horse owner shall be liable to Harmony Horseman for the difference. Any sum realized over and above the describe cost and charges shall belong to the horse owner.

Initial _____

19. The horse owner/boarder agrees to give Harmony Horseman thirty (30) days notice prior to moving the horse permanently from the premises, a thirty day minimum boarding fee will be charges for failure to give such notice. Should you horse(s) become actively for sale, notify the barn in writing and other arrangements can be made.

Initial _____

20. The horse owner/boarder will notify Harmony Horseman in writing of any change of address or phone number and provide appropriate emergency information should the horse owner be out of phone reach.

Initial _____

21. In the event any one or combination of Harmony Horseman's successors, assigns, engages the services of an attorney(s) to enforce the terms of this agreement, the horse owner/boarder shall pay all costs and reasonable attorney's fees incurred by Harmony Horseman, its successors or assigns, whether or not suit is brought.

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22. This agreement is entered into in Brown County, Kansas. Brown County shall be the legal forum for any dispute connected with this agreement.

Initial _____

23. This agreement constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties.

Initial _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day and year first above written.

By: _____

Date: _____, 20____

Horse owner/boarder

Harmony Horseman

By: _____

Date: _____, 20____

Matea L. Babcock, Owner