

Standard Boarding Agreement

WHISKEY HILL FARM, LLC

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the ____ day of _____, 20__ made by and between WHISKEY HILL FARM, LLC, CAROLYN K. HARDEN AND/OR WILLIS NEAL HARDEN III, hereinafter referred to as "FARM", providing services as an independent contractor, located at 7859 and 7917 Jefferson River Road, Athens, GA 30607 and _____ residing at _____, hereinafter referred to as "OWNER". Owner of the hereinafter-described horse(s). The 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 1st day of each month, FARM agrees to board the herein described horse(s) at WHISKEY HILL FARM, LLC on a month to month basis commencing _____, 20__. Partial months boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30 day month.

2. Description of Horse(s)

Name: _____ Age: _____
Color: _____ Sex: _____
Breed: _____
Registration/Tattoo Number (if applicable): _____

In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this section 2, shall be set in writing and attached hereto as EXHIBIT "A", which is hereby incorporated in full by reference.)

3. Feed and Facilities

FARM agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse(s).

Grain will be fed twice a day.

Coastal Bermuda hay will be fed when grass is scarce. Hay will be any combination of round and square bales.

FARM will feed supplements as requested and provided by Owner.

Shoeing and Worming

FARM does not provide the necessary shoeing and worming of the horse(s) as is reasonably necessary. FARM will provide this service if arrangements are made with FARM by OWNER. Provided however, such expense(s) for same shall be the obligation of OWNER hereunder. Upon presentation by FARM of the bill for said services rendered, including service charges, if any, OWNER, shall pay said bill within fifteen (15) days that the bill is submitted to OWNER.

Grooming FARM shall not provide reasonable grooming for said horse(s).

Special Instructions to FARM _____

Furthermore, it is expressly recognized and understood that the boarding of said horse(s) , as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by FARM or its employees, officers, agents and/or family members.

4. Exercise

The OWNER shall be solely responsible for the exercise of the horse(s). A Release must be signed by anyone riding any of OWNER'S horse(s). FARM will provide this service if arrangements are made with FARM by OWNER.

5. Ownership/Coggins Test

OWNER warrants that is owns said horse(s), that there are no liens against said horse(s), express or implied by law, and will provide prior to time of delivery of said horse(s), to FARM, proof satisfactory of a negative Coggins test current within the twelve (12) month period immediately preceding delivery of the horse(s) to FARM.

6. Risk of Loss

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

7. Hold Harmless

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

8. Emergency Care

FARM agrees to attempt to contact OWNER, at the following emergency telephone number _____, should FARM feel that medical treatment is needed for said horse(s), provided however, that in the event the FARM is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by FARM, FARM is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers or such care who are selected by FARM, as FARM determines is required for the health and well-being of said horse(s). 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 FARM is authorized to arrange direct billing by said care provider to the OWNER.

9. Farm Rules

Owner hereby acknowledges receipt and understanding of the current FARM Rules, and accepts responsibility for the conduct of his guests and invitees according to these rules. OWNER acknowledges the Rules included but are not limited to:

FARM Safety Rules; hard hats are to be worn at all times while mounted.

FARM Hours of Operation; 6:00 a.m. to dark.

Notice of Required Release and Waiver must be signed by anyone riding.

Statement of Applicable Georgia Equine Liability Laws;

WARNING

UNDER GEORGIA 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 RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

FARM 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 FARM's sole discretion, of OWNER or OWNER's guest and invitees to abide by FARM Rules may result in FARM 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 11 FARM 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 FARM under this AGREEMENT shall be due and payable by the tenth (10) 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 FARM 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 FARM.

12. Notice of Termination

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

13. Right of Lien

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

14. Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within forty-five (45) days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the Rules of Equine Dispute Resolution Service (EDRS), within thirty (30) days of any declaration of impasse by EDRS.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF GEORGIA.

Executed on the date first set forth above.

WHISKEY HILL FARM, LLC "FARM"

By: _____
Carolyn K. Harden
7917 Jefferson River Road, Athens, GA 30607
(706) 207-0494

"OWNER"

By: _____
Address: _____
Telephone: _____

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I, _____ DO HEREBY:

- 1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WHISKEY HILL FARM, LLC, AND/OR CAROLYN K. HARDEN their operators, horse owners, investors, and each of them, their officers, agents, employees, lessees, boarders and participants (all hereafter collectively referred to as "RELEASEES") from any and all claims, loss, damage and liability to the UNDERSIGNED OR THE HORSE BELONGING TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, next of kin, or anyone claiming through them, arising out of strict liability or negligence of RELEASEES which cause the UNDERSIGNED OR THE HORSE BELONGING TO THE UNDERSIGNED, injury, death, damages, or property damages. I HEREBY COVENANT to hold RELEASEES harmless and indemnify RELEASEES for any claim, judgment or expense, including attorneys fees and cost of litigation, RELEASEES may incur arising out of my and/or my horses activities of presence, directly or indirectly, at or on the farm or on the property of RELEASEES.
- 2. I UNDERSTAND that my entry and/or the entry of my horse onto, directly or indirectly on the farm or premises of RELEASEES, boarding, riding, recovering or just being present on the property, involves DANGER AND RISK OF INJURY OR DEATH, that conditions of horesback riding and horses change from time to time and may become more hazardous, and that there is INHERENT DANGER in horses and riding which I voluntarily assume, because I choose to do so. I have observed horses, riding, boarding and horse care of the type that I and/or my horse seek to participate in and I have inspected the grounds, horses and other persons that pose a danger to me and/or my horse, nevertheless, I voluntarily elect to accept all risks connected therewith and/or my participation and/or the participation of my horse.
- 3. I verify that no representations or inducements have been made to me to sign this Release. I further expressly agree that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ, VOLUNTARILY SIGNED AND UNDERSTANDS THAT THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT FULLY RELEASES WHISKEY HILL FARM, LLC, AND/OR CAROLYN K. HARDEN FROM ANY LIABILITY TO THE UNDERSIGNED AND/OR THE HORSE OF THE UNDERSIGNED.

"WARNING"

UNDER GEORGIA 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 RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

DATE: _____

READ CAREFULLY BEFORE SIGNING

_____ (seal) Witness _____