

## **BOARDING AGREEMENT**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Runaway Farms LLC. ("Runaway Farms") and the UNDERSIGNED, whose name and address is shown below ("Owner").

### **WITNESSETH**

1. Runaway Farms maintains an equine facility and farm located on 161 Raby Hollow Road, Kingston, Tennessee 37763.
2. The Owner is the sole Owner of the horse or horses more particularly described on **Exhibit A** attached hereto and made a part hereof (hereinafter referred to, whether there be one or more horses, as the "Horse") which Horse the Owner desires to board with Runaway Farms subject to the terms and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:

#### **Agreement to Board**

Runaway Farms will board the Horse, as described in **Exhibit A**, subject to the terms of this Agreement. Runaway Farms agrees to exercise the same degree of care as is customarily exercised in the care of horses in the State of Tennessee.

#### **Special or Additional Care Services**

If Owner has any special or additional care services that it would like Runaway Farms to provide to Horse above what will be provided in the ordinary course of care under this Agreement, including those pertaining to exercise, diet, or medication, additional charges for those services will be assessed. Before Runaway Farms will be obligated to provide such services, Owner must submit a detailed list of the requested services to Runaway Farms in writing, for acceptance and approval by Runaway Farms. Runaway Farms reserves the right to deny any request or any part of a request made by Owner.

#### **Board Rate**

Owner agrees to pay \_\_\_\_\_ on the first of every month, per Horse for boarding for as long as each Horse remains in Runaway Farms' care and custody. A \$25 service charge will be added to any payments received after the 5<sup>th</sup> of the month. A \$10 service charge will be added to any returned checks. This rate may be changed upon one month's written notice to Owner.

In addition to the board rates as shown above, Owner agrees to pay all expenses incurred in the proper care and maintenance of each Horse, including, but not limited to, such veterinarian, blacksmith, transportation and advertising charges as may be incurred for each Horse.

#### **Proof of Ownership/Registration**

Owner agrees to provide Runaway Farms with written proof of Ownership concerning the Horse to be boarded and shall provide registration information, if applicable. If registered, Owner shall immediately deliver a copy of the Certificate of Registration for the Horse to Runaway Farms.

#### **Insurance**

Owner is solely responsible for maintaining any and all insurance on each Horse. If the Horse is presently insured, Owner shall provide all insurance information, including a copy of the policy, to Runaway Farms. Runaway Farms shall not be responsible for notifying the Owner's insurance company of any disease, injury or illness which the Owner's horses may contract or incur.

#### **Health Information**

1. At least 24 hours prior to delivery of the Horse to Runaway Farms, Owner shall provide Runaway Farms with the following health information. Failure to provide such information will result in Runaway Farms' refusal to accept the Horse.

- a. Proof of a negative Coggins test, taken within 12 months of delivery to Runaway Farms;
- b. A veterinary health certificate certifying the Horse to be sound and in good health, examination to have occurred no later than 30 days prior to delivery of Horse to Runaway Farms,; and
- c. A current shot/vaccination and deworming record.

2. During the term of this Agreement, Owner agrees to vaccinate Horse according to a regular vaccination schedule and provide Runaway Farms with proof of current vaccinations. Said schedule should include vaccinations for the following, unless otherwise recommended by Owner's veterinarian:

- a. Influenza
- b. Rhinopneumonitis
- c. Eastern and Western Encephalomyelitis (EEE/WEE)
- d. Tetanus Toxoid
- e. West Nile Virus
- f. Rabies (Strongly recommended but not required)
- g. Potomac Horse Fever (Strongly recommended but not required)
- h. Intranasal Strangles (Strongly recommended but not required)
- i. \_\_\_\_\_

3. During the term of this Agreement, Owner agrees to deworm Horse according to a regular deworming schedule provided by Runaway Farms, unless otherwise recommended by Owner's veterinarian. Owner will provide Runaway Farms with a copy of current deworming records for Horse.

#### **Risk of Loss and Indemnity**

The Owner understands that there are numerous hazards and risks of injury to him/herself, his/her agents, employees, persons at Runaway Farms at his/her request and to his/her and their property incidental to boarding, training and transporting horses. **Therefore, it is agreed, as one of the material considerations and inducements for Runaway Farms boarding the Horse, that Owner hereby releases, waives, discharges, covenants not to sue Runaway Farms, Kenneth Roberts, individually, Sharon L. Roberts, individually, Melissa D. Roberts, individually, Laura N. Roberts, individually, their agents and employees, and assumes all risk of loss or damage, of whatsoever kind, nature or description, to his/her person or to his/her property or to the person or property of another, as a result of, or arising out of the boarding the Horse by Runaway Farms, or arising out of any related equine activities.**

**Further, the Owner, for him/herself, his/her agents, employees, and persons at Runaway Farms at his request, shall indemnify, save and hold Runaway Farms, Kenneth Roberts, individually, Sharon L. Roberts, individually, Melissa D. Roberts, individually, Laura N. Roberts, individually, their agents and employees harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities and losses that Runaway Farms might incur as a consequence of having boarded the Owner's horses.**

Runaway Farms shall not be liable for any injury or damage to the Horse, including but not limited to loss by fire, theft, running away, disease, accident, death or injury, whether or not the Horse be on the premises of Runaway Farms.

#### **Duties, Rights and Authority**

Runaway Farms shall have all reasonable authority and discretion with respect to the keep, transportation, maintenance, care, management and supervision of each Horse. In addition, in an emergency situation, Runaway Farms shall have the authority to choose the veterinarians to treat and care for each Horse, and further authority to take whatever action Runaway Farms, 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, at Owner's expense. Runaway Farms agrees to attempt to contact Owner or Owner's Authorized Agent at the telephone numbers shown below regarding extraordinary veterinarian decisions or actions to take. It is specifically understood, however, that failure to contact Owner or Owner's Authorized Agent shall in no way abrogate the authority herein above granted.

**Dangerous Condition**

Runaway Farms reserves the right to refuse to accept or to keep any Horse if Runaway Farms determines that the horse may be dangerous to life or property. If any horse listed on **Exhibit A** becomes dangerous to either life or property, Runaway Farms reserves the right to immediately terminate this Agreement and to make Horse available for possession by Owner. Owner agrees to immediately remove any and all Horses upon notice of such condition.

**Rules and Regulations**

Owner acknowledges that Runaway Farms maintains and posts Rules and Regulations relating to activities at the Runaway Farms facility, a copy of which is attached hereto as **Exhibit B**. Further, Owner acknowledges that Runaway Farms reserves the right to modify the Rules and Regulations at any time with out notice to Owner. Therefore, it is agreed, as one of the material considerations and inducements for Runaway Farms boarding the Horse, that Owner will abide by all Rules and Regulations during the term of this Agreement. Runaway Farms reserves the right to terminate this Agreement upon Owner's repeated failure to abide by the Rules and Regulations following oral or written notice to Owner of a violation.

**Term**

This Agreement shall remain in force unless and until it is terminated by either party upon one month's written notice.

**Security Interest**

To secure the payment of all sums under this Agreement, the Owner hereby grants Runaway Farms a security interest in all horses described in **Exhibit A**. In addition, the Owner authorizes Runaway Farms and its agents to act as attorney-in-fact for the Owner for the purpose of signing any financing statements or other documents which Runaway Farms may, in its sole discretion, deem necessary or appropriate to perfect its security interest. Upon the failure of the Owner to make payment within ninety (90) days following the receipt of a statement, Runaway Farms may declare the Owner to be in default hereunder and may exercise all rights which are granted to a secured party under Tennessee law, and in connection therewith, may dispose of the Horse for any and all unpaid charges, at private or public sale, upon ten (10) days written notice. In the event such sale does not secure a sufficient price to pay the costs of board and other charges, plus the costs of such sale, the Owner shall immediately pay to Runaway Farms sufficient funds to make up the difference. Any amounts realized by Runaway Farms at such sale over and above the charges due and costs of such sale, not to exceed ten percent (10%) of the total sale price, shall be retained by Runaway Farms as liquidated damages for the breach of this Agreement by the Owner.

**Statutory Lien**

This Agreement does not effect and is in addition to the rights of Runaway Farms which arise pursuant to Tennessee Code Annotated § 66-20-101 *et seq.*

**Attorneys' Fees**

In the event Runaway Farms is required to institute litigation to collect any sums due it hereunder, Runaway Farms shall be entitled to recover its reasonable attorneys' fees and costs expended, in addition to any other remedies.

**Choice of Law**

This Agreement is to be construed in accordance with and governed by the laws of Tennessee.

**WARNING: UNDER TENNESSEE LAW, AN 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 TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20.**

**IN WITNESS WHEREOF**, the parties have set their hands all as of the day and year first above written.

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Owner's Authorized Agent (if applicable): \_\_\_\_\_

Print Name: \_\_\_\_\_

Agent's Telephone: \_\_\_\_\_

Runaway Farms, LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exhibit A – Horse Information

Registered Name: \_\_\_\_\_

Barn Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

Registration number: \_\_\_\_\_

Tattoo number: \_\_\_\_\_

Color & Markings: \_\_\_\_\_

\_\_\_\_\_

Brands or scars: \_\_\_\_\_

Vet: \_\_\_\_\_ Phone: \_\_\_\_\_

Farrier: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency contacts:

1. \_\_\_\_\_ Phone: \_\_\_\_\_

2. \_\_\_\_\_ Phone: \_\_\_\_\_

3. \_\_\_\_\_ Phone: \_\_\_\_\_

Insurance: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Office: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Other: \_\_\_\_\_

Special Information/Considerations/Requests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Farm Rules

1. No Smoking – if you wish to smoke, please do so in your vehicle.
2. **Please respect the horses, humans, and other animals at the farm. Abuse, foul language, and immature behavior will absolutely not be tolerated, and those in violation of this rule may be asked to leave the farm.**
3. Farm Hours are 7am to 9pm. Please call ahead if you will need to be at the farm outside of these hours of operation.
4. Dogs must be on a leash or under the owner's control at all times; owners are responsible for picking up after their dogs.
5. Messes left by you or the animal you are handling (horse, dog, etc) must be cleaned up immediately. This includes sweeping rubber mats in crossties, sweeping the washrack, and picking up manure left on the driveway or in the grassways.
6. *Any farrier sweepings, burrs, or mane and tail hairs/body clippings go in the trash cans. All other sweepings can go in the muck buckets.*
7. Please do NOT feed your horse extra hay or grain without prior permission from the manager. We will be happy to make changes to your horse's feeding schedule if you let us know.
8. Please do NOT clean your horse's stall or add more shavings. If you have concerns about your horse's stall, please talk to the manager so appropriate changes can be made.
9. Please put away any tools or equipment that you bring out in a neat and orderly fashion. Blankets, saddle pads, boots, and other equipment should be hung neatly in one of the designated areas to dry.
10. Do not use equipment that does not belong to you unless you have specific permission.
11. Please do NOT give your horse additional turnout time without prior permission from the manager.
12. If you break something, or notice something is broken, please tell the manager so it can be fixed as soon as possible.
13. Please wear appropriate clothing to the barn; we recommend hard soled boots that cover the ankle, long pants, no dangling jewelry, and **we strongly recommend wearing an ASTM-SEI approved helmet and gloves while riding or lunging as it may drastically reduce the chance of serious injury or death.** Anyone under the age of 18, or participating in a lesson MUST wear an ASTM-SEI approved helmet.
14. Only those who have signed a liability waiver in the presence of the owners/manager will be permitted to work with or ride horses stabled at Runaway Farms. If you bring a guest to ride your horse, they must sign a release form.
15. Please ride only on marked trails or on the very edge of the hayfields during growing season.
16. For your safety, please do not ride if there is no one on the premises. If you are going for a trail ride by yourself, please let someone know where you are going and when you expect to be back in case of an accident.
17. Please use the trash cans for your garbage, and the recycling buckets for any cans/bottles/etc. Do NOT put trash in the muck buckets.
18. Please stay out of the hayloft, shavings bin, and feedroom.
19. Please close any doors or gates behind you.
20. Please turn off any lights that are not being used.