

DRAGONFLY FARM LLC FULL CARE BOARDING AGREEMENT

THIS BOARDING AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between **Dragonfly Farm LLC**. ("Operator") and _____ ("Owner").

In consideration and reliance upon the terms of this Agreement, Operator and Owner agree as follows:

Definitions.

- “Operator”:
Operator means Dragonfly Farm LLC., a Michigan limited Liability Company, engaged in the business of boarding horses.
- “Owner”:
Owner means _____, who owns the horse or horses described on Exhibit A, which is hereby incorporated and made part of this Agreement.
- “Farm”:
Farm means the property located at 9650 Chubb Road Northville, Michigan 48167, and commonly referred to as Dragonfly Farm.
- “Horse”:
Horse means the horse or horses referenced in Exhibit A.
- “Boarding Fee”:
Boarding Fee means the monthly fee charged by Operator to board each Horse.

Full Care Board Rate: Owners who wish to include lessons and pro-riding as part of the monthly fee shall pay Operator **\$875.00** per month for each Horse boarded as the boarding fee. The Boarding Fee shall be due and payable from the 25th day of the preceding month to the 1st day of the board month. If the board is paid in full by the 1st day of the month in which the owner wishes to board the Horse, no late fees shall be charged to the Owner. After the first day of the board month, a late fee of **\$50** plus **\$10** per day shall accrue until payment in full is made. Any partial payments shall be applied first to outstanding balances

Operator’s Responsibilities: Operator agrees to provide the customary care ordinarily provided by operators of boarding farms in Michigan, including stall space, pasture and grazing land, hay, and feed. In addition, Operator agrees to include the following as part of the Boarding Fee when paid by the Owner timely:

- One stall;
- Turn-out as available;
- Feed up to 5lbs of “house” feed (one scoop) 2 times daily;
- Up to a half bale hay throughout the day;
- Daily stall cleaning;
- Stall Bedding;
- Assistance at routine scheduled Farrier and Veterinarian appointments;
- Use of all riding arenas; and
- Use of wash stalls.

Ownership of Horse. The Owner represents and warrants to the Operator that it is the owner of the Horse free and clear of all liens and encumbrances whatsoever. Owner agrees to notify the Operator in writing of a sale of all or any interest in the Horse within seven (7) days after such event occurs. Notwithstanding a sale of all or any interest in the Horse, Owner shall remain fully bound by the terms of this Agreement unless Owner terminates this Agreement by providing 30 days written notice to Operator.

Security Interest. The Owner agrees that the Operator shall have a lien on the Horse for all unpaid Boarding Fees and other charges resulting from the boarding of the Horse pursuant to this Agreement. The Owner agrees that in the event that Boarding Fees are not paid within thirty (30) days after they become due Operator may exercise its lien rights and upon ten (10) days written notice to the Owner may dispose of the Horse for any and all unpaid charges, at a private or public sale. In addition, Operator shall be entitled to notify any organization engaged in selling horses at public auction of the amount of unpaid board and other charges resulting from the boarding of the Horse and the Operator shall be entitled to receive from the proceeds of the sale of the Horse all amounts due under this Agreement.

Liquidated Damages. In the event such sale does not secure a sufficient price to pay the outstanding Boarding Fees and other charges, plus the costs of such sale, Owner shall immediately pay to Operator the sum of \$1,000 plus any and all costs of such sale, including attorneys' fees, as liquidated damages for the breach of this Agreement by the Owner.

Vaccinations. Owner warrants that the Horse is free of all communicable diseases upon delivery to Farm. The Owner shall provide a record of current vaccinations for Equine Influenza, Tetanus, and Eastern and Western Encephalomyelitis, and a negative Coggins (Swamp Fever) test performed within six (6) months prior to approval. If the Horse arrives without record of such vaccinations and test, Operator may, at its option, not accept the Horse or provide the vaccinations and test at Owner's expense.

Damages to Facility. In the event of any damage to the facility beyond normal wear and tear, including but not limited to destruction of stall buckets, feed tubs and fencing, stall damage, etc., the Operator reserves the right to make reasonable repairs, purchase replacements and charge the client for the cost of such repairs and/or replacements on the next invoice.

Removal of Facility Assets. No boarder shall remove any piece of equipment, any feed, hay, buckets, tubs or any other thing belonging to the Operator without Operator's express prior approval. Operator will make all arrangements to have the requested items made available, including but not limited to buckets, tubs, hay, feed etc.

Duties, Rights and Authority. The Operator is hereby authorized, but not obligated, to administer any drug (*Phenylbutazone, Banamine, Dexamethasone* etc.) the Operator deems necessary to protect the health and well-being of the Horse, to secure veterinary care (including such veterinary care as may be necessary, in the Operator's sole discretion, to protect the life or health of the Horse under unusual or emergency circumstances), emergency blacksmith services, van and other services required for the health, well-being and benefit of the Horse. The Owner expressly releases and agrees to indemnify Operator and its employees and agents from all liability for any injuries or damages sustained or suffered to the Horse in connection with the performance of such services. The cost of all such services shall be billed directly to the Owner

unless the parties agree otherwise in writing. The lien authorized in this Agreement shall extend to these services to the extent the costs are paid by the Operator. The Operator is hereby authorized, as the agent of the Owner, to arrange for direct billing of such services to the Owner, but is not obligated to do so.

Insurance. Owner understands and accepts the special risks inherent in boarding, conditioning, training, and transporting horses, and acknowledges that mortality and other insurance is solely owner's responsibility. If the Horse is insured, Owner shall provide the information requested on Exhibit A. Owner shall immediately notify Operator in writing of any changes in insurance coverage. If the Horse is not insured, Owner shall immediately notify Operator in writing of insurance coverage for the Horse if such is later obtained. If Owner fails to provide such information, Operator may assume that the Horse is not insured. The Operator shall not be responsible for notifying the Owner's insurance company of any disease, injury or illness which the Owner's Horse may contract or incur, but Operator must notify the Owner as soon as practicable.

Release and Waiver of Liability as to Horse. Owner expressly agrees that Operator 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 the Horse be on the premises of Operator or not. Owner agrees that it shall be solely responsible for all acts and behavior of the Horse at any time and agrees to indemnify and hold harmless Operator, its employees, agents or any other person against all damages sustained or suffered by reason of the boarding of the Horse and for any claims, causes of action, demands, damages, expenses (including attorney fees), or injuries whatsoever arising out of or in any way relating to the Horse. In consideration of the possible risk of loss or injuries which could occur to the Horse, the Owner expressly releases Operator, its employees and agents from any and all liability for any injury or damages to the Horse including but not limited to loss by fire, theft, running away, disease, accident, death or injury, whether or not the Horse is in the Operator's care, custody or control or present at the Farm.

WARNING. UNDER THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OR THE EQUINE ACTIVITY.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. Owner voluntarily assumes the risk and danger of injury or death inherent in the use of the Horse, equipment and gear provided by Dragonfly Farm LLC and hereby releases, discharges and promises not to sue Dragonfly Farm LLC, doing business under its own name or any other name and/or any of its officers, employees and agents for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury including death. Owner further releases Dragonfly Farm LLC from any claim of negligence in connection with a riding experience including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders. Owner further indemnifies and holds harmless Dragonfly Farm LLC and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either the use of any horse and any equipment or gear provided therewith or any acts or omissions of employees or agents. Owner expressly

agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Michigan and is intended to be as broad and inclusive as is permitted by Michigan law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Owner acknowledges that this document is a contract and agrees that if a lawsuit is filed against Dragonfly Farm LLC or its officers, agents or employees, for any injury or damage in breach of this contract, the Owner will pay all attorney's fees and costs incurred by Dragonfly Farm LLC in defending such an action.

Disclaimer of Warranties as to Premises. Operator and its subsidiaries, affiliates, agents, servants and employees shall not be liable for any sickness, disease, estray, theft, accident, death or injury that may be suffered by the Horse while in Operator's custody or control, nor for any loss or damage to equipment at Farm, nor for any other loss, damage or injury connected with boarding, conditioning, training or other services provided by Operator, its agents, servants or employees, regardless of the cause. Owner waives any right to special, incidental or consequential damages, and agrees that the Owner's damages for any breach of this agreement shall not exceed the amount of the fees actually paid for the service. Owner agrees for himself, his agents, his representatives and his family that no warranties or representations as to the condition or safety of Operator's premises have been made and Farm shall not be liable for any personal injury or damages which the Owner or his agents, representatives or family may suffer while on Farm's premises. Owner agrees to indemnify and hold Operator harmless from any claims or demand for damages caused in whole or in part by the Horse described herein or by Owner, his agents, his representatives or his family, whether intentionally, negligently or without fault.

Sales Agreements. Sales preparation, if requested by the Owner, shall be upon such terms as mutually agreed upon by the Owner and the Operator and pursuant to a separate contract.

Assignment. This Agreement cannot be assigned by Owner without the express written consent of Operator.

Governing Law. This Agreement shall be governed by the laws of the State of Michigan. Jurisdiction and venue for any action shall be in Washtenaw County, Michigan.

Entire Agreement. The parties agree that this Agreement represents and contains the entire agreement of the parties and supersedes all pre-existing agreements between the parties respecting the subject matter in this Agreement. No representations, promises or conditions not expressed in this Agreement shall be binding upon any party. Any modifications to this Agreement shall not be effective unless set forth in writing and signed by each party.

Severability. In the event that for any reason any provision or portion of this Agreement shall be found to be void, unenforceable or invalid, then such provision or portion shall be deemed to be severable from the remaining portions, which portions shall be given full effect as if the void, unenforceable or invalid provisions or portion had not been included in this Agreement.

Duration. This Agreement shall continue in full force and effect until terminated by either party by giving 30 days written notice to the other party at the following addresses:

For Operator: Dragonfly Farm LLC
9650 Chubb Road
Northville, Michigan 48167
Dragonflyfarm_llc@yahoo.com

For Owner: _____

1. **Headings.** The section headings contained in this Agreement are for reference purposes only and do not affect, in any way, the meaning or interpretation of this Agreement.

OWNER CERTIFIES THAT THIS ENTIRE AGREEMENT HAS BEEN READ AND UNDERSTOOD AND OWNER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

IN WITNESS WHEREOF, the parties hereto have executed this Boarding Agreement as of the day, month and year first above written.

Owner: _____

Print Name: _____

Address: _____

Operator: _____

Michelle Friedman
President
Dragonfly Farm LLC

EXHIBIT A: HORSE INFORMATION SHEET

Owner provides the following information about this Horse:

NAME OF HORSE: _____

DESCRIPTION: COLOR _____ HEIGHT _____

AGE _____ SEX _____

USEF # _____ BREED _____

HJAM # _____ MHJA# _____

SPECIFIC INSTRUCTIONS: _____

PREVIOUS BOARDING FARM(S): _____

HORSE(S) INSURED? ()YES ()NO

INSURANCE AGENCY: _____

POLICY NUMBER: _____

AGENCY TELEPHONE NUMBER: (_____) _____

HISTORY, HABITS, OTHER INFORMATION:

This exhibit may be amended at a later date to include additional Horses, under the terms of this Boarding Agreement, upon written request by Owner and acceptance by Operator.

OWNER INFORMATION

NAME OF OWNER: _____ **USEF #:** _____

NAME OF PARENT IF UNDER 18 YEARS: _____

ADDRESS: _____

PHONE: (Day) _____

(Evening) _____

EMAIL: _____

(Cell) _____

EMERGENCY CONTACT: _____

PHONE: _____

ADDITIONAL INFORMATION

VETERINARIAN: _____ **FARRIER:** _____

PHONE: _____

PHONE: _____

2ND CHOICE: _____

PHONE: _____