



STANDARD BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between RYAN GINGERICH & GINA GINGERICH & THE EQUESTRIAN CONNECTION LLC, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at 811 S. MOORE SCHOOL RD, TROY, MISSOURI 63379 and _____ residing at _____, hereinafter referred to as OWNER'. Owner of the hereinafter-described horse (s). These 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 first day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 2006.

Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. Description of Horse (s)

Name: _____ AGE: _____

Color: _____ Sex: _____

Breed: _____

Registration/Tatoo Number (if applicable): _____

Value of Horse: \$ _____

(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 animal (s).

STABLE 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).

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

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 STABLE or its employees, officers, agents and/or family members.

4. Ownership/Coggins Test/Health Certificate

OWNER warrants that it 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 STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to STABLE and current Health Certificate.

5. Risk of Loss

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

6. Hold Harmless

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

7. Emergency Care

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number _____, Should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE 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 days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

8. 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 Stable 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 STABLE under this AGREEMENT shall be due and payable by the tenth 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 STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

9. Assignment

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

10. Notice of Termination

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

11. Right of Lien

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of _____, for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE 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 STABLE can then sell horse (s) to recover its loss.

12. 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 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful 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 30 days of any declaration of impasse by EDRS.

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

Executed at _____ on the date first set forth above.

"STABLE"

"Owner"

By: _____

By: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____