

**TAMARACK FARM
362 THATCHERS MILL ROAD
PARIS, KENTUCKY 40361
859-707-5854**

BOARDING AGREEMENT

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

HELMET WARNING: ALL RIDERS MUST WEAR AN APPROPRIATE SAFETY HELMET DESIGNED FOR EQUINE ACTIVITIES. MANAGEMENT SHALL NOT BE HELD LIABLE FOR DEATH OR INJURY TO ANY PARTICIPANT FAILING TO WEAR PROPER PROTECTIVE HELMETS.

THIS AGREEMENT, dated this _____ day of _____, 20__ by and between CASTNER INVESTMENTS, LLC, an Illinois Limited Liability Company, with its principal office located at 960 West Montana Street, Chicago, Illinois, 60614, doing business as TAMARACK FARM, 362 Thatchers Mill Road, Paris, Kentucky, 40361, hereinafter collectively referred to as "STABLE"; and _____ residing at _____, hereinafter referred to as "OWNER."

1. FEES, TERM & LOCATION.

OWNER and STABLE acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by the STABLE, whether said rates be daily, weekly or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in this agreement. Further, the charge for any return check or any payment by wire will result in a twenty-five (\$25.00) dollar fee per occurrence. In the event the subject animal is removed from the premises for any reason other than veterinary care or to participate in an event, and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. The failure of the OWNER to make required payment to the STABLE, in accordance with the parties agreed rate schedule, may result in the OWNER'S horse being removed from FULL CARE to PASTURE CARE at the STABLE's sole discretion.

In consideration of \$ _____ per horse per month for FULL CARE/PASTURE CARE/SELF CARE (circle one) paid by OWNER in advance on the FIRST day of the month, STABLE agrees to board the horse(s) at STABLE located at 362 Thatchers Mill Road, Paris, Kentucky, 40361, commencing on _____ for a period of _____ months ("Term"). Payments received after the tenth (10th) day of each month shall be deemed a late payment. There shall be a late fee equal to ten percent (10%) of the total amount outstanding for all late payments received on or after the eleventh (11th) day of each month. The failure of an Owner to make the required monthly payment shall at the STABLE'S sole discretion, void this agreement with regards to the Term of the agreement.

2. REMOVAL OF HORSE.

STABLE reserves the right for cause to notify OWNER if OWNER'S horse, in STABLE's reasonable opinion is deemed to be dangerous or undesirable for Stable's establishment or for the OWNER'S failure to make his/her required payment under the above-referenced terms. In such case, OWNER shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees. The OWNER agrees that he/she shall remove their horse(s) from the Stable within seven (7) days from receiving notice from the STABLE that their horse(s) has been deemed to be dangerous or undesirable or for the OWNER'S failure to make his/her required payment under the above-referenced terms. If OWNER fails to remove the horse within seven days from receiving notice from the STABLE, OWNER by signing below, agrees that the STABLE may transport (or contract with an outside provider)the horse(s) to a location provided to the STABLE by the OWNER and attached hereto. OWNER agrees that he/she shall reimburse the STABLE for its full transportation and related costs incurred with the removal of the horse(s).

3. INFORMATION.

OWNER agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this Agreement. The terms and conditions set forth herein shall apply to every animal boarded by OWNER.

4. FEED, FACILITIES AND SERVICES.

STABLE agrees to provide adequate feed, hay, water and facilities for normal and reasonable care required to maintain the health and well-being of the animals. OWNER acknowledges OWNER has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein are as posted by or in the office of STABLE and are subject to change at STABLE's reasonable discretion.

5. RISK OF LOSS AND STANDARD OF CARE.

DURING THE TIME THAT THE HORSE(S) IS/ARE ON THE PREMISES OF STABLE OR IN THE CARE OR CUSTODY OF STABLE OR THEIR AGENTS, CONTRACTORS, EMPLOYEES OR TRAINERS, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR RELATING IN ANY WAY WITH THE BOARDING, CARE OR SHIPPING OF THE HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE AND/OR WILLFUL AND WANTON MISCONDUCT ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE OWNER, OR OWNER'S GUEST, MAY RECEIVE WHILE ON STABLE'S PREMISES. THE OWNER FULLY UNDERSTANDS THAT THE STABLE DOES NOT CARRY ANY INSURANCE ON ANY HORSES NOT OWNED BY IT FOR BOARDING, SHIPPING OR FOR ANY OTHER PURPOSES, WHETHER PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT OR EQUINE MORTALITY INSURANCE, AND THAT ALL RISKS CONNECTED WITH BOARDING (SAVE AND EXCEPT THE NEGLIGENCE OF STABLE, ITS AGENTS OR EMPLOYEES), SHIPPING OR FOR ANY OTHER REASON FOR WHICH THE HORSE(S) IN THE POSSESSION OF AND/OR ON THE PREMISES OF STABLE, OR THEIR AGENTS OR EMPLOYEES, ARE TO BE BORNE AND ASSUMED BY THE OWNER. STABLE STRONGLY RECOMMENDS EQUINE LIABILITY AND EQUINE MORTALITY AND LOSS OF USE INSURANCE BE OBTAINED APPLICABLE TO THE SUBJECT HORSE(S) BY OWNER.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

In the event of proven negligence and/or willful and wanton misconduct by STABLE, its agents or employees, in no event shall STABLE be held liable to OWNER for equine death or injury in an amount in excess of five thousand dollars (\$5,000.00) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of five thousand dollars (\$5,000.00), at OWNER's expense, or forego any claim for amounts in excess of five thousand dollars (\$5,000.00). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide STABLE with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

6. HOLD HARMLESS.

Except for negligence of STABLE, its owners, agents, contractors, staff and employees, OWNER releases and agrees to hold STABLE and its owners, agents, contractors, staff and employees harmless from any and all claims arising from damage or injury caused by OWNER's horse(s) to anyone, and defend STABLE from any such claims. STABLE agrees to notify OWNER of any and all hazardous or dangerous propensities of the farm, its land, improvements, equipment and/or employees or agents.

7. EMERGENCY CARE.

STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse(s), but if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by OWNER within fifteen (15) days from date Owner receives notice thereof, or Stable is authorized, as OWNER's agent, to arrange direct billing to OWNER.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED IN WRITING HEREIN OR ON OWNER'S INFORMATION SHEETS THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

OWNER agrees to notify STABLE of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. If OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify STABLE as to what party is authorized to make decisions in OWNER's place with regard to the health, well-being and/or medical treatment of the horse(s).

8. LIMITATION OF ACTIONS.

Any action or claim brought by OWNER against STABLE for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

9. SHOETING AND WORMING.

OWNER agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at OWNER's expense. OWNER agrees to provide STABLE with all health records with regard to the horse(s). OWNER agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to STABLE within thirty (30) days from the date of such services or veterinary treatment, STABLE is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of OWNER, and upon presentation by STABLE of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the OWNER.

10. OWNERSHIP-COGGINS TEST.

OWNER warrants that he/she owns said horse(s) and will provide, prior to the time of delivery of said animal(s), to STABLE, proof satisfactory to STABLE of a negative Coggins test.

11. CHANGES OR TERMINATION OF THIS AGREEMENT.

This agreement may be changed or terminated by OWNER upon thirty (30) days' notice (without cause),

regardless of the term or rental period. Subject to paragraph two (2) above, this agreement may be changed or terminated by STABLE (for reasonable cause) upon ninety (90) days' notice. All notices must be issued in writing, unless otherwise agreed upon by the parties. The posting of updated rate schedules in conspicuous or open place in premises of STABLE shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by STABLE. The OWNER shall not be permitted on the STABLE'S premises if the STABLE terminates this agreement due to the OWNER'S failure to make the required payment under the terms of the agreement.

12. RULES AND REGULATIONS.

The OWNER agrees to abide by all the reasonable rules and regulations of the STABLE. In the event someone other than the OWNER shall call for the horse(s), such person shall have written authority signed by the OWNER to obtain said horse(s).

13. INSURING OF HORSES.

The OWNER shall be responsible for providing equine insurance for all horses boarded by the STABLE. The Owner shall be responsible for carrying an additional rider policy to cover any additional persons that may ride or use their said horse(s) on the premises of the STABLE.

14. TACK, EQUIPMENT AND OTHER ITEMS.

Owner may store certain tack and equipment, including horse trailers, on the premises of Stable at no additional charge to the Owner. All Owners must supply their own tack, stall blankets, turn-out blankets, and miscellaneous equipment for each horse boarded. This includes items such as special saddle pads, special boots or leg equipment, feed supplements, and any other special items (excepting feed and hay) required for your horse. PLEASE LABEL YOUR EQUIPMENT WELL. STABLE is not responsible for theft, loss, damage or disappearance of any tack or other items stored at the premises as same is stored at the OWNER's risk. In the event of a delinquent account, vehicles and/or horse trailers stored upon the premises will be subject to \$ 15/day storage cost.

14. RIGHT OF LIEN.

The OWNER is put on notice that STABLE has a right of lien as set forth in the laws of the State of Kentucky, for the amount due for the board and keep of such horse(s), and also for storage and services. STABLE will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, as required by Kentucky law, OWNER agrees to pay all attorneys' fees, court costs and other related expenses to which STABLE may be entitled.

15. CONDUCT; BEHAVIOR.

All Owners, STABLE's farm management, staff, employees, agents, other clients, service providers, and independent contractors shall be courteous to each other, and adhere to the STABLE GUIDELINES. STABLE expects appropriate behavior from its Owners, clients, parents and guests while on the premises. Inappropriate behavior includes, but is not limited to: possession, use or distribution of any illegal drugs or alcohol; profanity, vulgar language or gestures; harassment (i.e., using words or actions that intimidate, threaten or persecute others); failure to follow regulations, and abusing a horse. Persons violating this policy will be asked to leave the premises.

16. INHERENT RISKS, ASSUMPTION OF RISK AND WAIVER.

The undersigned acknowledges there are inherent risks of serious injury, including head injury, or even death possible with equine activities. I hereby, intending to be legally bound for myself, my heirs, and assigns, executors and administrators, waive and release forever any and all liability, and all claims for damages against STABLE and/or its agents and/or employees (except for STABLE'S, and/or its agents and/or its employees negligence and/or gross negligence and/or willful, wanton and intentional acts) for

any and all injuries and/or losses I/my son/my daughter/my ward may sustain associated with any activities on Stable's premises.

17. GOVERNING LAWS, SEVERABILITY AND COMPLETENESS.

This Agreement shall be governed by the laws of the State of Kentucky, and will be enforced and interpreted pursuant to such laws. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. The parties agree that this document contains important warnings, rights and duties, and the parties understand that no oral representations or statements made by the other party will modify or invalidate any portion of this Agreement. Neither party relies on any oral representations or statements made by the other party that may seem to be contrary to, limit, or modify the above warnings and agreements.

18. ENUREMENT.

This Agreement shall be binding upon, and/or shall enure to the benefit of all parties, as the case may be, and their personal representatives, successors or assigns.

19. AGENCY.

Each person who executes this Agreement on behalf of STABLE and OWNER, respectively, represents and warrants to the other party that he or she has the authority of the Owner and/or the Directors and/or Officers of said entity or entities to do so.

20. LOCATION FOR DELIVERY OF REMOVED HORSE.

OWNER agrees that in accordance with the terms of this agreement that the STABLE shall deliver any/all removed horse(s) to _____ and the Owner agrees to be present or have an agent present to accept possession of the horse(s) at the said location.

Executed in duplicate, each of which shall be considered an original by and between;

Signed,

BY _____
OWNER (OR AUTHORIZED AGENT) DATE
OWNER'S PARENT OR GUARDIAN (IF OWNER IS LESS THAN 18 YEARS OF AGE)

ADDRESS: _____

TELEPHONE(s): _____

BY _____
AUTHORIZED AGENT FOR CASTNER INVESTMENTS, LLC DATE

d.b.a. TAMARACK FARM
362 Thatchers Mill Road
Paris, KY 40361