

My Serenity Farms

THIS AGREEMENT, dated _____, is made between Deborah Gannon, hereinafter referred to as 'MY SERENITY FARMS', an independent contractor, and, _____, owner or leasee (circle one) of the horse(s) described below, hereinafter referred to an "OWNER".

Dear Owner, please initial after each letter signifying you agree with the terms of the agreement:

FEES AND TERMS: This is a month to month agreement at the following rate \$800.00 month, paid by OWNER on or before the 1st day of each month (a \$75 fee will be assessed for board paid after the 5th of the month, and an additional \$100.00 late fee after the 10th of the month. MY SERENITY FARMS agrees to board the below described horse in a stall/paddock at 1270 Birmingham RD, Alpharetta, GA 30004-3007 commencing on day _____ month _____ year _____. **THIRTY DAYS WRITTEN NOTICE IS REQUIRED FOR TERMINATION OF THIS AGREEMENT.** Boarding rate subject to change with one month advance notice provided in writing by My Serenity Farms. Board is due the first day of the month. It is pro-rated if you start or end boarding at some other time during the month. Please note that Board does not include Vet, Ferrier or other extraordinary charges.

Description of Horse(s):

Registered Name _____

My Serenity Farms Name _____

Breed _____,

Age _____ years,

Height _____ hands

Registration No. _____

Markings, if any _____

Sex _____

Color _____

Vices, Unique habits _____

Current Insurer _____

Policy Number _____

Insurer's Emergency Phone number _____

My Serenity Farms | 1270 Birmingham Road | Alpharetta, Georgia 30004 | 404-775-2101

www.myserenityfarms.com

Other pertinent information _____

Horse owner/leasee (boarder) will initial each of the following categories that apply to this lease agreement.

1. _____ **MY SERENITY FARMS** agrees to provide facilities for normal and reasonable care required to maintain the health and well-being of the horse. MY SERENITY FARMS will provide a stall for one horse, 12' X 12' in size, shavings, and cleaning.

2. _____ **My Serenity Farms** will feed everyday AM/PM, turn horse out, blanket when necessary (horse owner to provide blankets), and provide fresh water and Hay.

3. _____ **MY SERENITY FARMS** will not provide exercise for said horse. The OWNER shall be solely responsible for exercise of the horse, and shall maintain a reasonable exercise program for said horse. Should OWNER be unable to maintain consistent exercise of said horse, other exercise or turnout arrangements must be made between OWNER and My Serenity Farms. Should a person other than the OWNER assume responsibility for exercise, such arrangements must be approved by MY SERENITY FARMS in advance. Turnout privileges are not included in the above board agreement. However, MY SERENITY FARMS may provide turnout or pasture at its discretion and with agreement of OWNER. OWNER shall provide reasonable grooming for said horse.

4. _____ The normal and reasonable care provided by My Serenity Farms in exchange for the boarding fee shall not include: Any specific training or exercise aside from daily turnout, wormer, horse shows, sales, purchases, and investments. Such services are available at additional charges summarized on My Serenity Farms RATE Schedule. Horse Owner hereby acknowledges receipt of the present Rate Schedule of My Serenity Farms.

5. _____ Grooming, tacking, untacking, wrapping, and additional care on a daily basis. My Serenity Farms may presently provide any of these services when practicable but is not required to under the boarding fee. These services will be available in the future through the assistance of a groom(s) at a required extra charge.

6. _____ **RULES AND REGULATIONS:** The Owner agrees to abide by all the rules and regulations of My Serenity Farms. 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).

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7. **PROPERTY IN STORAGE ON MY SERENITY FARMS'S PREMISES:** Owner may store certain tack and equipment on the premises of My Serenity Farms at no additional charge to Owner. However, My Serenity Farms shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at My Serenity Farms as same is stored at the Owner's risk. My Serenity Farms shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics

8. **SHOEING AND DE-WORMING:** OWNER is responsible for maintaining reasonable care of horse's feet and will maintain a consistence schedule of shoeing and/or trimming. OWNER may use MY SERENITY FARMS'S farrier or one of his own choosing. OWNER is responsible for maintaining a reasonable de-worming program. Obligation of such expenses for same shall be the OWNER'S. OWNER agrees to abide by MY SERENITY FARMS'S worming program: Paste worming four times per year in between. OWNER may administer paste wormers on MY SERENITY FARMS'S schedule or MY SERENITY FARMS will administer paste wormers and bill OWNER.

9. **VETERINARY CARE:** OWNER agrees to have horse immunized annually for Eastern/Western Encephalitis, rabies, tetanus and rhinopneumonitis. OWNER may use MY SERENITY FARMS'S veterinarian or one of his choosing, or may administer such medications himself. OWNER agrees to provide evidence to MY SERENITY FARMS of current (within one year) immunizations, as described above, or to have horse immunized within 30 days of this agreement. OWNER will provide, prior to the time of delivery of said horse to MY SERENITY FARMS, or within 30 days of delivery, proof satisfactory to MY SERENITY FARMS of a negative Coggins test.

10. **EMERGENCY CARE:** Horse Owner and MY SERENITY FARMS mutually agree that in the event that the horse covered by this Agreement shall require emergency services of a veterinarian, MY SERENITY FARMS will attempt to contact the Horse Owner by telephone. In the event the Horse Owner cannot be reached at his/her number, My Serenity Farms is hereby authorized to call Dr. _____ D.V.M., and should he/she be unavailable, to call another licensed equine veterinarian of MY SERENITY FARMS choice. It is further agreed that MY

SERENITY FARMS has Horse Owner's permission to treat an injured horse with minor first aid and medications where practical until the services of a veterinarian are obtained.

- a. Horse Owner and MY SERENITY FARMS mutually agree that in the event that the horse covered by this Agreement shall require non-routine services of a veterinarian, equine dentist, and/or farrier when Horse Owner is not present, MY SERENITY FARMS will attempt to contact the Horse Owner by telephone. In the event the Horse Owner cannot be reached at his/her number in a reasonable amount of time, MY SERENITY FARMS is hereby authorized to call Dr. _____, D.V.M., Dr. _____, DVM/ IAED/ EqDT/ CEqD/ ACEqD/ PCEqD/ and/or MCEqD, and Farrier _____ as appropriate, and should he/she be unavailable, to call another licensed equine veterinarian, dentist, or farrier, respectively, of MY SERENITY FARMS choice.
- b. Horse Owner hereby agrees to pay any and all fees charged by said veterinarian, dentist, and/or farrier as needed in Paragraph 10 for his or her horse.

I. _____ RISK OF LOSS: During the time that the horse is in custody of MY SERENITY FARMS, MY SERENITY FARMS shall not be liable for any sickness, disease, estray, theft or death or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on MY SERENITY FARMS'S premises. OWNER fully understands that MY SERENITY FARMS does not carry any insurance on any horses not owned by it for boarding or for any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse is in the possession on the premises of MY SERENITY FARMS, are to be borne by the OWNER. The OWNER is strongly encouraged; therefore, to carry reasonable insurance for public liability, accidental injury, theft, mortality insurance not only for your horse but also for any personal property, tack etc. stored on property.

J. _____ HOLD HARMLESS: OWNER agrees to hold MY SERENITY FARMS harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees and/or expenses incurred by MY SERENITY FARMS in defense of such claims.

K. _____ INHERENT RISKS AND ASSUMPTION OF RISK: The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated

with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. 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.

L. _____ OWNERSHIP: OWNER warrants that he owns or leases said horse and that there are no liens against said horse, express or by law. **Leasees shall provide a copy of the lease agreement to MY SERENITY FARMS.**

M. _____ DEFAULT: Either party may terminate this agreement for failure of other party to meet any material terms of this agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs as a result of said default.

N. _____ TERMINATION: Either party may terminate a month-to-month board agreement by serving 30 day's written notice thereof. Either party may terminate a day-to-day board agreement by serving 1 day's written notice thereof.

O. _____ RIGHT OF LIEN: OWNER is put on notice that MY SERENITY FARMS has a right of lien, as set forth in the law of the state of Georgia, for the amount due for the board and keep of such horse, and also for such storage and shall have the right, without process of law, to retain the said horse and tack until the amount of such indebtedness is discharged.

P. _____ ENTIRE AGREEMENT: This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Georgia, and shall be enforced and interpreted in accordance with the laws of said State. **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.**

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Q. _____ ENFORCEABILITY OF CONTRACT: In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Executed in Canton, Georgia, this day _____ month _____ year _____ by

“MY SERENITY FARMS”

representative _____

“HORSE OWNER” or “OWNER/LESSEE

Address _____

PHONE: _____

Lessee, List actual owner as well as his/her address & phone number

In case of emergency, if unable to contact OWNER, please contact:

Name	Address	Ph. #
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Name	Ph. #
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HORSE INFORMATION CARD

HORSE NAME: _____

FEEDING SCHEDULE: A.MP.MOTHER

GRAIN: _____

HAY: _____

SUPPLEMENT _____

TURNOUT INSTRUCTIONS:

BLANKETING INSTRUCTIONS:

50 & BELOW40 & BELOW30 & BELOW20&BELOW

TURNOUT: _____

STALL: _____

SPECIAL INSTRUCTIONS:

_____CONTACT INFO:OWNER:_____

PHONE: _____VET: _____PHONE: _____FARRIER:_____

PHONE: _____

BARN RULES FOR BOARDERS AND STUDENTS

General Rules

1. Ride at your own risk!
2. Wear clothing appropriate for MSF's atmosphere. Riding is considered to be a classical sport. Lessons should be ridden in boots and breeches with a conservative shirt. No undergarments should show. See management for questions.
3. No foul language. [For definition of foul word(s), please see management.]
4. No smoking outside of your own vehicle.
5. Clean your grooming space before leaving it. A \$5.00 penalty is billed for messes left behind.
6. Six is the 6 ways to keep a healthy happy barn!
 - Clean up after yourself.
 - Be aware of limited resources.
 - If you turn it on, turn it off.
 - If you open it, close it.
 - Save the drama for your mama.
 - Supervise barn visitors.

Horse and Rider Safety & Health

1. Owners, riders, workers and/or students must not rely on MSF's insurance policies. Please be sure that you, your equine, and/or other parties present are properly covered.
2. Food and turnout changes are to be requested from owner to Deborah. NO WORKER has the authority to change your horse's routine without speaking to us first.
3. MSF grain is NOT to be used as treats for your horse. To avoid founder and colic, a horse's diet should not be changed by more than 1 lb. per day. How much does that bag of carrots weigh?
4. NO horse is to be tied to stall bars. With management's permission, please install correct cross ties or single ties in your stall.
5. No glass containers in grooming, bathing, or riding areas.
6. We required wearing an ASTM/SEI approved helmet while mounted. Not adhering to these rules may warrant expulsion from MSF.
7. PLEASE MAKE SURE YOUR DOG IS ON A LEASH IF THERE ARE RIDERS RIDING IN THE ARENA.

Tack & Equipment

1. Horse blankets must be clearly marked with horse's name. Mean Streak markers work well on the left shoulder or use surgical tape and permanent marker on the check buckles.
2. Borrow equipment ONLY upon consent of the owner. Return in the same condition or replace.
3. Ask permission before permanently adding and/or removing hardware to a stall or locker. Georgia law says that such additions become the property of the facility. If possible, screw eyes will remain when you leave.
4. MSF schooling or lesson saddles, girths, saddle pads, polo wraps/boots, and grooming supplies located at the front of the barn in the tack up area labeled "Lesson/Schooling Only" are useable by schooling or lesson horses' ONLY.
6. Boarders are to supply their own tack and grooming supplies for their personal use only.

MSF 2018 FEE CHART

ITEM	RATE	DESCRIPTION
Monthly Board	\$800.00	Full board includes: Matted stalls, double water buckets, daily turn out, grain 2x a day, hay am/pm with round bales in the winter, stalls cleaned, fresh water daily, blanketing, vet and farrier scheduling and holding. Other services are available upon request, owner responsible for daily exercise, grooming, spring & fall shots.
Medication Administration	FREE	Charge for medication administration only. Owner is responsible for cost of medications.
Boarders Lessons	\$55.00	Clients will receive a one hour lesson. For off the property lessons, the rate may increase for travel time and expenses.
Lessons on a school horse	\$65.00	Clients will receive a one hour lesson. For off the property lessons, the rate may increase for travel time and expenses.
Professional Training & Lessons	350.00	Clients will receive a one hour lesson 8x a month with 8 training rides. If client misses a lessons an extra training ride will take its place. Horse should stay in 5-6 days of work unless horse showed the previous week.
Professional Rides	\$45.00	Horse will receive 1 training ride.
Monthly professional rides	\$400.00	Horses will receive 3 training rides a week, for a 4 week month,
Horse show professional schooling	\$65.00 per horse per day	Schooling of horse and rider per day at a horse show
Full Horse Show Day Care	\$75.00	Includes set up and complete care including feed/hay/water, stall cleaning, grooming/ bathing, lunging, tacking up/untacking, tack cleaning, etc.

Partial Horse show Day Care	\$50.00	Includes set up and complete care including feed/hay/water. It is your responsibility to pick stall, groom/bath, clean tack, etc.
Lunging	\$25.00	lunging of horse.
Additional Horse show fees		Additional Horse show fees ALL Clients are responsible for all fees pertaining to show (stall, shavings, classes, tack stalls, etc.) in addition to splitting the cost of the trainer's hotel fees, if applicable. Clients on full day care are responsible for splitting charges for feed/Tack room/ grooming stalls at shows when necessary. Stall set up fees will also be included in this cost.
Shipping	1.00 PER MILE	Shipping can be arranged when available. Rates will adjust to market price of gas.
Special care	\$25.00	Medicated baths, lameness treatments holding horses for vet I.E colic.
Body Clipping	\$150.00	Rate is for full and trace clips on any horse
Routine clipping	75.00	legs, nose, ears, and body
Sales commission	15%	commission fees are charged on the sale, purchase, and/or lease of horse
Per Ride Tack up	\$25.00	Your horse will be tacked up prior to your arrival and cared for after you ride
Bute (Farms supply)	\$25.00	
Dex (Farms supply)	\$25.00	
Dramosidan	\$45.00	
Main Pulling	\$20.00	
Braiding	\$20.00	
Clipping (FULL)	\$150.00	
Ace (Farms supply)	\$25.00	
Banamine (Farms supply)	\$25.00	
Robaxin (Farms supply)	\$15.00	
Administer Shot	FREE	
Bathing	20.00	
Disposal Fee of your needles	FREE	
