



W. Brown Performance Horses Equine Boarding Agreement

This agreement is made this day of _____ between W. Brown Performance Horses (WBPH) located at 10426 Chase Lake Road, Fowlerville MI 48836 and

_____ (referred to as Owner) residing at _____, owner and financial responsible agent of horse described in section 2.

Services provided:

- a. WBPH will provide one (1) box stall with bedding, feed including up to 20#s of forage and up to 6#s of concentrate daily (two feedings), unlimited water supply, cleaning of stall 6 times a week, turn out weather permitting.
- b. The following options will be provided by WBPH as requested by the owner, these options can be changed at any time WBPH receives written notice from the owner. The fees are subject to change with 30 days written notice by WBPH.

(1) _____ - \$ _____

(2) _____ - \$ _____

(3) _____ - \$ _____

(4) _____ - \$ _____

** Use reverse side if additional space is required.

In consideration of _____ dollars per horse per month paid by owner in advance on the first day of each month, WBPH agrees to board said horse beginning (Date:) _____.

WBPH reserves the right to refuse to provide requested services deemed detrimental to physical or psychological well being of the equines under our care, custody and control. In the event of differing opinions written confirmation from a state licensed veterinarian that the request in question is other than detrimental will be taken under advisement.

Description of horse:

Registered Name: _____

Barn Name: _____ Age: _____ Sex: _____

Breed: _____ Registration/Tattoo #: _____

Insurance provider: _____ Policy #: _____ Value: _____

Turn out

If no options are chosen the owner will be expressly responsible for all exercise and it is understood that the horse will be turned out according to WBPH schedule. Owners may turn out their horse (only) in an unoccupied paddock, pasture or round pen. Equestrians take precedence over turned out horses in round pens.

Risk of loss hold harmless

Owner recognizes that there are certain inherent risks associated with the activities contemplated in this agreement and I assume full and complete responsibility for the equine(s) and further hold WBPH, Lisa M. Mercure, Douglas Doss William E Brown, their employees and agents, harmless as well as release and discharge each and everyone of them from all liability, injury, loss or damage arising from this activity, whether caused by the fault of WBPH, their employees, agents or other third parties.

Owner agrees to indemnify and defend WBPH, Lisa M. Mercure, Douglas Doss William E Brown, their employees and agents against all claims, causes of action, damages, judgments, fees, costs and/or expenses, including attorney fees and other litigation costs, which may in any way arise from the activities described herein.

Owner agrees to hold WBPH Lisa M. Mercure, Douglas Doss William E Brown, and its agents harmless from any claim caused by said equine described in section 2 and agrees to pay for all physical damages and legal fees incurred by WBPH Lisa M. Mercure, Douglas Doss William E Brown, in defense or repair of a claim resulting from damage by said equine.

Pursuant to MCL 691.1666, the parties agree that the following warning is provided by W. Brown Performance Horses, their employees and agents, who may be considered equine professionals under Michigan law, to all person and entities who wish to enter into this agreement and/or obtain equine related services from W. Brown Performance Horses, their employees and agents:

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 of the equine activity.

Social Media:

The Participant here by grant's permission to W. Brown Performance Horses, To Use and reproduce my image, likeness and voice (photographs and/or video) hereinafter known as the "Media" for use in Social Media publications including but not limited to: Videos Email Blasts Recruiting Brochures Newsletters Magazines General Publications Website and/or Affiliates.

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

Emergency care:

In the event a medical emergency arises the owner acknowledges that WBPH will attempt to contact the owners' veterinarian/farrier or an available veterinarian/farrier first, then the owner's insurance company (if applicable) and the owner. *WBPH has absolutely no responsibility to pay for said emergency care.*

Owner is responsible to pay all costs relating to this care. WBPH is authorized to arrange billing to the owner.

Shoeing and worming:

WBPH agrees to implement a shoeing/trimming and worming program utilizing WBPH farrier. In the event the owner requests other arrangements, these must be noted in the options section above. *Owner is obligated to pay the expense for such services including a reasonable WBPH fee for holding the equine, said bill shall be paid in advance by blank check or credit card number.*

Owner responsibilities

Owner warrants that he/she owns the horse(s) and is required to provide proof of a current negative Equine Infectious Enema (Coggins) test, proof of vaccination documentation for flu/rhino, strangles, rabies, and tetanus. **Any horse arriving without proper paper verification will be quarantined and charged \$30.00 (Thirty) dollars per day NO EXCEPTIONS! Quarantine will continue until appropriate documentation or vaccinations and veterinarian release can be obtained.** Owner has complete financial responsibility for any physical damage caused by listed horses to WBPH property. WBPH requires a negative Coggins test annually along with spring and fall vaccinations. Prior to spring and fall vaccinations WBPH will provide a vaccination sheet with the required vaccinations, any other vaccinations owner requests can be added. *WBPH has no responsibility to pay for any quarantine, vaccination and/or veterinarian expenses for said horse.*

Termination:

Either party may terminate this agreement with a written 30 day notice of intent to terminate containing specific reasons for termination. WBPH will project all costs to the termination date and all fees must be paid prior to departure.

Right of lien:

WBPH has the right of lien as set forth in the law in the state of Michigan for the amount due for board, and additional services provided and shall have the right without process of law to retain said equine until all indebtedness is satisfactorily paid in full.

Governing law:

This agreement is subject to the laws of the state of Michigan. Any legal action must be taken in Livingston County.

Entire agreement:

This constitutes the entire agreement between the parties. Any modifications or additions must be attached in writing and signed by all parties to this agreement. No oral modifications or additions will be considered to be a part of this agreement unless reduced to writing and signed by all parties.

I have read this agreement and understand it. I further understand that by signing this agreement; I voluntarily surrender certain legal rights in exchange for the receipt of certain services. Initial _____

WBPH Agent Name: (print) _____

WBPH Agent Signature: _____

W. Brown Performance Horses
10426 Chase Lake Road
Fowlerville MI 48836 Phone 586-944-6760

Owner/Agent Name: (print) _____

Owner/Agent Signature: _____

Address: _____

Telephone: _____

E-Mail Address: _____