



CAREFREE
F A R M S

Carefree Farms BOARDING AGREEMENT

(Revised 12.01.2020)

THIS AGREEMENT is made this _____ day of _____, 20____ by and between _____ herein after referred to as "Owner" of _____ "Horse" and Carefree Farms, L.L.C. herein after referred to as "Operator".

A. FEES AND TERMS

1. In consideration of \$ _____ per month paid by Owner, Operator Agrees to board the herein described horse, commencing on _____ day of _____, 20____. Owner agrees to PAY MONTHLY IN ADVANCE, on the first day of each month either by cash or by check to:

CAREFREE FARMS
36412 North 7th Avenue
Phoenix, Arizona 85086

2. Any total stay of less than 30 days shall be charged a day rate of \$45 per day.
3. Operator reserves the right to raise basic fees, if necessary, due to proportionate increases in hay, grain, gasoline, etc. Thirty (30) day written Notice will be provided for Owner before such fees are introduced.
4. Owner agrees to pay all repair costs for damage to stalls, fencing, and /or waterers or mangers, by Owner's horse and upon receipt of billing from Operator.
5. Owner agrees to abide by all Rules and Regulations of said facility and agrees that conduct not in accordance with said Rules and Regulations is considered cause for termination of the Boarding Agreement.
6. NO HORSE MAY BE REMOVED FROM THE PREMISES UNTIL THE ENTIRE ACCOUNT HAS BEEN CLEARED AND PAYMENT MADE IN FULL.
7. Any past due amounts are secured pursuant to the following procedures. All board, charges for damages, veterinarian and farrier charges are due upon receipt of invoice. Any account that has not been paid in full within fifteen days (15) of the date of said invoice, shall be considered delinquent and shall be assessed a ten percent (10%) surcharge on the entire outstanding account balance. Said surcharge shall reflect the necessary increase for rates not paid in advance. In the event of a delinquent account, all surcharges and balances due shall be paid by certified check or money order.
8. After the first occurrence of delinquency, it shall be necessary for Operator to require an amount equal to one (1) month full services to be held as security, with all subsequent payments due and payable in advance as scheduled.
9. In the event Owner replaces one horse with another or adds additional horses, Owner is responsible for providing Operator with written information for each horse for each of the categories listed below. Regardless of whether such information is provided, however, Owner shall be responsible for boarding charges at the rate prevailing at that time and all other provisions of the contract will apply.

B. DESCRIPTION OF HORSE

NAME: _____

REG.: _____

SEX: _____ D.O.B.: _____

COLOR: _____ BREED: _____

C. HEALTH CERTIFICATE AND VACCINATION RECORD

Upon arrival horse(s) shall be accompanied by a health certificate with indication of current vaccination for equine encephalitis, tetanus, influenza, rhinopneumonitis. Horses not accompanied by such certificate will be vaccinated shortly after arrival at the expense of Owner. Said vaccinations are required on an annual basis.

IMMUNIZATION RECORD (REQUIRED ANNUALLY) LIST DATE OF IMMUNIZATION.

EASTERN/WESTERN EQUINE ENCEPHALITIS: _____
TETANUS TOXOID: _____
RHINOMUNE: _____ INFLUENZA: _____

D. DECLARED VALUE OF ANIMAL

10. Owner shall provide to Carefree Farms, LLC, Operator, with a "Declared Value", see below, for the horse described herein. ALL OWNERS ARE REQUIRED TO SUPPLY THIS INFORMATION AND MUST NOTIFY OPERATOR, IN WRITING, OF ANY INCREASE IN VALUE OF SAID HORSE.

11. IN NO EVENT SHALL OPERATOR BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE, AT OWNERS EXPENSE, FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000).

OWNERS STATEMENT: DECLARED VALUE OF HORSE(S) AT CAREFREE FARMS LLC:

\$ _____ Owner's Signature: _____ Date: _____

E. INSURANCE

Owner shall provide Operator with certificate or copies of certificate of said insurance prior to acceptance of said animal for boarding. This shall be full mortality insurance in the amount of owner's assessed valuation of the horse.

Insurance Company: _____

Policy # _____ Expiration Date _____

In the Alternative, OWNER'S SIGNATURE BELOW INDICATES THAT INSURANCE COVERAGE IS NOT DESIRED BY OWNER, THEREFORE, OWNER ASSUMES ALL RISK OF LOSS. See Attachment "A".

Owner's Signature: _____ Date _____

F. OWNERSHIP

Owner warrants that he owns said horse(s) described herein, and that there are no liens against said horse(s) other than those listed below.

G. FEED AND FACILITIES

Operator agrees to provide housing and boarding required to maintain the health and well being of the animal, consistent with the type of service selected from the attached fee schedule.

H. EXERCISE AND TRAINING

Operator is not responsible for exercising or training said horse(s). It is the Owner's responsibility to hire or employ a Trainer to perform such services. Said Trainer must be contracted to train at Carefree Farms, LLC. Owner is required to maintain Training/Lesson monthly/weekly training program with contracted trainer as outlined in Contracted Trainer Program.

I. SPECIAL PROVISIONS FOR OWNER'S ANIMAL (ATTACHED "A")

J. EMERGENCY CARE

Operator is hereby expressly authorized to secure emergency veterinary and farrier 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 the day Owner received notice thereof. Carefree Farms, LLC, is authorized to act as Owner's agent to arrange for direct billing to the Owner. See Attachment "A".

K. TRANSPORTATION

There will be a \$75.00 minimum fee for transportation. Beyond the limits of the minimum, there will be a \$ 0.75 per mile transportation fee (both ways). It is agreed that during the term of this Agreement the risk of loss during transportation shall be assumed by Owner and Owner agrees to hold Carefree Farms LLC, its owner's, principals, employees and agents harmless from such loss or injury, according to the terms of paragraph (N) herein.

L. SALE OF HORSE

If Owner requests that Carefree Farms, LLC, act as agent for sale of horse, a fifteen percent (15%) commission fee will be paid directly to Carefree Farms, LLC, upon completion of sales transaction.

M. RISK OF LOSS

It is understood and agreed that during the term of this Agreement, Operator shall not be liable for and loss or damage to said animal (s) as a result of accident, injury, illness, or otherwise. Operator is not responsible for loss, theft or damage to tack or other personal property on the premises which is owned by others or by Owner.

N. HOLD HARMLESS – INDEMNITY FOR LOSS

Carefree Farms LLC, its owner's, principals, employees and agents, shall not be liable or responsible for, and shall be indemnified and held harmless by the Owner from and against and all costs, claims and damages of every kind or injury to or death of any persons or animals and for damage to or loss of property (including trailers), arising out of or attributed, directly or indirectly, to the operations or performance of Carefree Farms LLC, its owner's, principals, employees and agents, and employees under this agreement. Owner hereby acknowledges receipt of, and agrees to execute and be bound by Carefree Farm's Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

O. ACTIVITIES INVOLVING PUBLIC LIABILITY

Carefree Farms LLC is strictly a breeding, boarding, training, conditioning service facility. Its employees are limited solely to care, custody and control of client owned animals. We do not in any way perform instruction or other activities involving specific public liability. No client may give instruction, rent horse or engage in any other activity for remuneration without written permission or certificate of insurance approved by Carefree Farms LLC. Any client allowing a person, other than a Carefree Farms LLC employee, to ride or otherwise handle an animal under our care and at our facility, without written permission, fully understands that they are solely responsible for any and all consequences that may arise.

P. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice. The right of termination herein granted to Owner and Operator is cumulative and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized or allowed by law or the Agreement.

Q. RETURNED CHECKS

Acceptance of Owner's check as payment is conditional upon Owner's agreement to pay an additional \$25.00 plus bank and mailing charges on all returned checks.

R. MEDIATION- ARBITRATION

With the exception to Owner's right of action and lien for feed under A.R.S. Section 3-1295, if a dispute arises out of or relates to this agreement, or the breach thereof, , and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation. If the dispute cannot be settled through negotiation or mediation, the Parties agree to submit the dispute to arbitration before a mutually agreed upon arbitrator qualified to practice law in the State of Arizona. The parties agree that any decision rendered by the arbitrator is binding, non-appealable and may be entered in and enforced by the Maricopa County Superior Court.

S. ATTORNEY'S FEES AND COLLECTION COSTS

1. If any legal action is brought by either party hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recovery from the other party reasonable attorney's fees in

addition to any other relief, which may be awarded. Should Operator take legal action to collect any sums due pursuant to this Agreement, it shall be entitled to add such damages in amount to satisfy reasonable attorney's fees and all costs.

2. Owner understands and agrees that if the account is turned over to a collection agency, in addition to outstanding balances due, owner shall pay a 50% collection fee for any and all outstanding balances due that are turned over to said agency.

T. LIENS

A special lien pursuant to Arizona law is hereby created and acknowledged on the above horse (s) to secure the payment of any costs or expenses or other sums due as a result of this Agreement. In connection therewith, OWNER IS EXPRESSLY PROHIBITED AND WITHOUT AUTHORITY TO REMOVE ANY HORSE (S) FROM THE POSSESSION OF OPERATOR WITHOUT HAVING FIRST PAID ANY AND ALL SUCH CHARGES IN FULL OR WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OPERATOR. In order to release lien, Owner must pay all charges due in cash or cashier's check. If payment is made by personal check, the horse (s) will not be released until the check clears Operator's bank and Owner will remain responsible for a per diem rate until the horse is released.

This writing (together with any individually signed separate Service Agreement and riders or attachments pertaining to this Agreement) is intended by the parties as the final expression of their Agreement with respect to the subject matter contained herein and as the complete and exclusive statement of the terms of such Agreement, notwithstanding any prior contemporaneous or subsequent purchase order of other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

This Agreement is governed by the laws of the State of Arizona. The Owner also agrees that Maricopa County, Arizona is the proper jurisdiction and venue for resolution of any dispute between the parties.

Executed at _____, this _____ day of _____, 20 ____.

OWNER

OPERATOR

Signature

Signature

Name (Print/Type)

Name (Print/Type)

Street Address

City State Zip

Phone (Residence/Cell)

Phone (Business)

Alternate Emergency Number

Email Address

Veterinarian

Veterinarian's Phone Number

Attachment "A"
Special Care and Custody

Date: _____

Name: _____

Horse: _____

Special Care and Custody Instructions:

In case of an emergency of Owner's Horse and the Operator or appointed individual deems the Horse requires veterinary care; every effort will be made to contact Owner. However, in the event the Operator cannot contact the Owner, the Owner authorizes up to \$_____ amount of emergency veterinary care of Horse. All veterinary and transport costs of Horse are the responsibility of Owner.

Signature: _____ Date: _____