

**RED TAIL EQUESTRIAN, LLC  
BOARDING AGREEMENT**

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged by the parties hereto, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between E. Rebecca Patton as Manager for **Red Tail Equestrian, LLC**, an Ohio Limited Liability Company, (hereinafter "STABLE"), located at Hopewell Road, Richwood, Ohio 43344, being Union County Parcel Number 20-0009009.0010, and the undersigned boarder(s) (hereinafter "BOARDER.") The parties hereto agree as follows:

**1. BOARDING FEES, LATE PAYMENT, INITIAL TERM, RENEWAL, AND PREMISES DEMISED**

1.1. BOARDING FEES AND MONTH TO MONTH TERM: In consideration of a total payment of \$\_\_\_\_\_ paid in advance by BOARDER, STABLE agrees to permit BOARDER to board up to \_\_\_\_ horses to occupy \_\_\_\_ stalls at the STABLE's facilities located at Hopewell Road, Richwood, Ohio 43344, being Union County Parcel Number 20-0009009.0010 (hereinafter "Premises") for a term of one (1) month (hereinafter "Term") beginning \_\_\_\_\_, 20\_\_. Boarding fees shall be paid in full on the first day of each Term. Terms beginning after the first day of the month shall be pro-rated for the first month. The Term shall continue on a month-to-month basis. Either the BOARDER or the STABLE may terminate this Agreement at any time without cause with a thirty (30) day written notice provided to the other party.

1.1.1. The Premises shall be the rented stall(s) located in the Barn commonly known as the "Back Barn" being the largest barn on the property with the Show-Grade Arena and Apartment located at the property. The BOARDER and their guests shall have access to the grounds, trails, Arena and parking immediately next to the Barn. The BOARDER and their guests shall not have access to the Apartment and other facilities on the property unless such access is expressly given on a case by case basis as determined by the STABLE.

1.1.2. It is further expressly understood that no more than one (1) horse shall be housed in each stall at any given time.

1.1.3. BOARDERS and their guests shall access the Premises via a private road that runs through Union County Parcel Number 20-0005035.0000, also known 10169 Askins Road, Richwood, Ohio 43344, to the Premises. The BOARDERS and their guests shall not block this private road and access to the Back Barn and its amenities.

1.2. LATE FEES: Boarding fees received between the 6<sup>th</sup> and 15<sup>th</sup> day after the rent is due will be subject to a late fee of \$50.00. Fees received after the 16<sup>th</sup> day of the month in which they are due will be subject to an additional late fee of \$100.00. Late fees may be charged each and every month they accrue.

1.3. **RENEWAL:** This Agreement does not automatically renew at the end of the Initial Term. The parties hereto may renew this Agreement by providing notice 60 days' in advance of the expiration of the Initial Term to the other party of their intent to renew. If the other party does not object to the renewal within 30 days of receipt said notice, this Agreement shall automatically be renewed for an additional one-year term. If neither party provides notice as required under this section, this Agreement shall continue on a month to month basis until either party provides a 30-day advanced notice of their intent to terminate this Agreement.

## 2. **EQUINE CARE AND MAINTENANCE OF STALLS AND BOARDING FACILITIES**

2.1. **EQUINE CARE:** BOARDER is to provide customary and reasonable care in order to maintain the health and well-being of the horse(s) kept, maintained, and boarded by the BOARDER. Prior to boarding a horse at on the Premises, BOARDER shall provide written documentation to STABLE of current tetanus, Eastern Equine Encephalomyelitis (sleeping sickness), rabies and influenza vaccinations as required by STABLE. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly. A negative current Coggins test is also required for all horses originating from outside the state of Ohio. BOARDER understands and acknowledges that STABLE reserves the right to determine, in its sole discretion, if BOARDER is in compliance with the terms of this provision. STABLE further reserves the right to quarantine and/or remove any boarded horse that does not meet the requirements set forth in this provision. BOARDER agrees to pay all costs and expenses associated with the quarantine or removal of any horse boarded by BOARDER. BOARDER is responsible for the payment of farrier (e.g. proper care of hooves and shoes), veterinary medical care, supplements, and wormer for the horses, and for any other costs and expenses normally associated with the showing, care and maintenance of horses not outlined in this Agreement. **The BOARDER specifically acknowledges that transportation provided by Red Tail Equestrian, LLC is billed separate and apart from this Agreement and that such costs are not included in the rent above.** The STABLE reserves the right to demand additional vaccinations or medical care at any time.

2.2. **MAINTANCE OF PREMISES AND FACILITIES:** Maintenance of the Premises and Facilities includes but is not limited to the provision of: clean shavings for horse bedding, appropriate quality and quantity of horse feed, and hay. STABLE is responsible cleaning of BOARDER's used stalls, watering and feeding horse(s) kept by BOARDER. STABLE is also responsible for watering and grooming of indoor/outdoor arenas with STABLE provided equipment at designated increments set forth in the Barn Rules provided to BOARDER and incorporated herein by reference thereto. BOARDER shall not use STABLE equipment without the STABLE's express consent given in advance, and any BOARDER's use of such equipment, if applicable, shall be at BOARDER's own risk.

BOARDER agrees to hold STABLE harmless for any injury or damage caused by BOARDER's use of STABLE provided equipment.

### 3. RISK OF LOSS

At all times that horse(s) is/are kept and maintained on the Premises by BOARDER, STABLE and its landlords, owners, employees, agents, successors and assigns shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or by any invitees, agents, guests or other persons on the Premises at the invitation of BOARDER. This includes, but is not limited to, any personal injury or disability suffered by any horse, kept by BOARDER, or any person(s) on the Premises at the invitation of BOARDER. **BOARDER fully understands and hereby acknowledges that STABLE does not carry any insurance of any kind 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/training of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be solely borne by BOARDER.** STABLE strongly recommends that BOARDER carry such insurance at BOARDER's own expense.

### 4. HOLD HARMLESS AND INDEMNIFICATION

This Agreement is made upon the express condition that the STABLE, its landlords, owners, agents, employees, subcontractors and independent contractors shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the BOARDER, its guests, agents, employees, executors, assigns, or any of their third parties, from any cause or causes whatsoever while in or upon said Premises or any part thereof during the term of this Agreement or occasioned by any occupancy or use of said Premises or any activity carried on by the BOARDER and the BOARDER's guests in connection herewith, and the BOARDER hereby covenants and agrees to indemnify, defend, save and hold harmless STABLE, its landlords, owners, agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same. Said indemnification shall include, but not be limited to, court costs and reasonable attorney fees, and is specifically given to (but not limited to) E. Rebecca Patton; Stewart Wenerstrom and Amy Wenerstrom and their family; Red Tail Equestrian, LLC; and Red Fox Stables LLC. **WARNING: BY SIGNING THIS AGREEMENT WITH THIS PROVISION, YOU ARE GIVING UP YOUR RIGHT TO BRING A CLAIM FOR DAMAGES.**

### 5. LIABILITY INSURANCE

STABLE strongly recommends that BOARDER carry liability insurance for their equine(s), and that BOARDER confirm that the policy is in full force and effect throughout

the Term of this Agreement. BOARDER should contact his/her/their liability insurance carrier for more information. The liability insurance should cover and insure both BOARDER and STABLE from any and all claim(s) arising out of or relating to this Agreement and BOARDER's use of the Premises and Facilities. The STABLE recommends that the limit of liability for such liability insurance coverage be no less than \$1,000,000.00 dollars per claim/occurrence, and the STABLE and its agents and employees, to the extent of the owed indemnity obligations by BOARDER, should be named as "additional insureds" under such policies maintained by BOARDER. BOARDER should name STABLE as loss payee on said liability insurance. A copy of said liability insurance should be provided to STABLE by BOARDER at the execution of this Agreement or prior to BOARDER occupying the Premises or boarding of any horse(s) thereon. **STABLE may require that the BOARDER carry liability insurance at any time without notice as a condition of this Agreement.**

## 6. EMERGENCY CARE

Prior to providing emergency care, STABLE agrees to make reasonable attempts to contact BOARDER at the following emergency telephone number \_\_\_\_\_ provided by BOARDER. In the event that, STABLE determines that emergency medical treatment is needed for any horse(s) boarded by BOARDER and STABLE is unable to contact BOARDER 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 farrier care, and by any licensed provider(s) of such care who are selected by STABLE. STABLE reserves the right to determine if such emergency care is required for the health and well-being of said horse(s) kept and boarded by BOARDER. BOARDER agrees to reimburse all costs and expenses of such care. BOARDER agrees that payment to STABLE for such care secured by STABLE shall be due and payable by BOARDER within fifteen days from the date BOARDER receives notice thereof. BOARDER hereby authorizes STABLE to arrange direct billing by said care provider to the BOARDER. STABLE shall make reasonable efforts to employ the emergency services of BOARDER's preference, prior to contacting other licensed providers. **The STABLE's preferred Emergency Veterinary Preferences are:**

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## 7. STABLE RULES

BOARDER hereby acknowledges receipt of the STABLE's current Barn Rules, which are incorporated herein by reference thereto. BOARDER acknowledges that BOARDER has had an opportunity to review the Barn Rules and acknowledges that BOARDER fully understands the rules and agrees to be bound by their terms. BOARDER agrees his/her/its guests and invitees will also be bound by the Barn Rules, and BOARDER accepts fully

responsibility for the conduct of his/her/its guests and invitees according to the Barn Rules. BOARDER acknowledges the Barn Rules include, but are not limited to: Rules in ATTACHMENT 1. STABLE reserves the right to revise the Barn Rules from time to time and BOARDER agrees that any revision thereto shall have the same force and effect as current Barn Rules. Failure of BOARDER or BOARDERS's guests and invitees to abide by and to comply with the Barn Rules, as determined in STABLE's sole discretion, shall constitute a material breach of the terms of this Agreement, may result in STABLE declaring BOARDER in default under the terms of this Agreement, and may ultimately result in termination of this Agreement. If no written attachment of rules is provided, then the BOARDER shall follow rules as provided verbally by the STABLE and shall be bound to use ordinary and reasonable care in using the STABLE and its facilities.

**No breeding shall take place on the Premises.**

**Further, the BOARDER acknowledges and agrees that the owner of the real property where the STABLE is located has an interest in maintaining the health and safety of the people and animals located on the Premises. Therefore, the BOARDER agrees that the Premises owner, in the owner's sole discretion, may remove the BOARDER and the BOARDER's guests and equine(s) from the Premises at any time for any of the following reasons:**

- 7.1. Any activity that puts the health and safety of the people and animals located on the Premises at risk.
- 7.2. The failure of the BOARDER(s) and their guests to stay within the defined use and riding areas of the Premises.
- 7.3. Any BOARDER's or guest's failure to follow posted rules or verbal instructions given.

## **8. DEFAULT BY BOARDER**

The following events shall constitute a default by BOARDER:

- 8.1. A breach of any representation or warranty made by the BOARDER in this Agreement proven to have been incorrect in any material respect when made by BOARDER;
- 8.2. The failure by the BOARDER to observe or perform any of its duties and obligations as set forth in this Agreement, or provisions or addendums incorporated herein, or failure of BOARDER to rectify a breach of this Agreement for a period in excess of (30) days after receipt by the BOARDER of notice of such failure to perform as required under this Agreement; and
- 8.3. Any breach by BOARDER of or default under the terms of this Agreement.



## **12. ALTERATIONS AND PROPERTY DAMAGE**

No alterations, additions, or modifications shall be made to the Facilities or Premises by BOARDER without prior written approval of STABLE. All damages caused or occasioned by BOARDER or BOARDER's guests or invitees shall be repaired in a workman like manner by BOARDER at BOARDER's expense. Normal wear and tear shall be billed at the STABLE's discretion.

## **13. REPRESENTATIONS AND WARRANTIES**

The parties hereto warrant that they each have the legal capacity and are duly authorized to enter into this Agreement and to bind themselves to the terms hereof.

## **14. MISCELLANEOUS PROVISIONS**

- 14.1. The BOARDER has been given the opportunity to examine the Premises and, in entering into this Agreement, shall rely solely upon the BOARDER's inspections of the Premises with reference to the condition, character and size of the Premises and has determined that the Premises and Facilities are suitable for BOARDER's intended purpose.
- 14.2. This Agreement constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein.
- 14.3. The parties and their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter thereof.
- 14.4. The parties to this Agreement have been advised to consult with an attorney of their choosing prior to executing this Agreement, and the parties to this Agreement have had sufficient time to consult with legal counsel of their own choosing prior to executing this Agreement.
- 14.5. All representations, covenants and warranties of the parties, contained in this Agreement, shall survive the termination of this Agreement.
- 14.6. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14.7. This Agreement shall be subject to the laws of the State of Ohio. The parties hereto agree that any suit arising out of this Agreement shall be brought in the Common Pleas Court of Union County or the Marysville Municipal Court.

The parties have executed this Agreement on the date set forth above, the parties agree to the terms and conditions contained herein together with an information sheets incorporated herein, and the parties each acknowledge the receipt of a copy of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**The STABLE**

**The BOARDERS(s)**

By: \_\_\_\_\_  
E. Rebecca Patton, Manager  
**Red Tail Equestrian, LLC**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_