

Legacy Farm Ltd.

TRAINING & BOARDING FACILITY
6950 Gaynor Road Goshen, Ohio 45122
Phone: (513) 652-6536

BOARDING AGREEMENT

THIS BOARDING AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____(month), _____(year) (the "Effective Date"), by and between Legacy Farm Ltd., an Ohio limited liability company, with its primary offices located at 6950 Gaynor Road, Goshen, Ohio 45122 ("Operator") and the undersigned, whose name and address is shown below (the "Owner").

WHEREAS Operator maintains a barn located at 6950 Gaynor Road, Goshen, Ohio 45122 in Clermont County, Ohio (the "Barn") and is engaged in the business of boarding horses therein; and

WHEREAS Owner is the owner of the horse or horses more particularly described on Exhibit A (hereinafter collectively referred to as the "Horse" whether there be one or more horses), which Horse Owner desires to board with Operator, and Operator desires to accept the boarding thereof upon the terms and conditions contained herein;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Agreement to Board. Subject to the terms and conditions hereinafter set forth, Operator agrees to board the Horse at the Barn commencing on the "Boarding Date" set forth on Exhibit B.
2. Services, Expenses and Fees. The services (the "Services") to be provided by Operator under this Agreement and the fees therefore (the "Fees") are specifically set forth in Exhibit B. The Services and Fees may be modified by Operator upon thirty (30) days prior written notice to Owner. All expenses incurred by Operator in respect of the Horse shall be the responsibility of Owner.
3. Payment. Owner shall pay Operator the "Boarding Fee" (as defined in Exhibit B) in advance, on or before the first day of the month. Further, in the event that Operator incurs any additional expenses in connection with the Horse, Operator will provide Owner an invoice detailing said expenses. All invoice(s) to be provided under this Paragraph 3 shall be sent by Operator to Owner's address listed in this Agreement or to such other address as may be provided by Owner in writing. Payment for all invoices is due within seven (7) days of the date of such invoice. At Operator's option, a one and one-half percent (1 ½%) per month interest, bookkeeping and collection charge will be added to any sum that is not paid when due.
4. Risk of Loss and Indemnity. Operator shall not be liable for any sickness, accident, injury, disease, theft or death of the Horse while in its custody. This includes, but is not limited to, any injury or disability the Horse may receive while on Operator's premises. Owner fully understands and hereby acknowledges that there are numerous hazards and risks of injury to Owner, Owner's agents, employees, persons on Operator's premises at Owner's request and to Owner's and their property incidental to barding horses at the Barn. Therefore, it is agreed, as one of the material considerations and

inducements for Operator boarding the Horse, that Owner hereby releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage of whatsoever kind, nature or description, to Owner or to Owner's property or to the person or property of another, as a result of, or rising out of the boarding of the Horse with Operator. Further, Owner shall save and hold Operator harmless from all damages, actions, causes of actions, claims, attorneys' fees, costs, liabilities and losses that Operator might incur as a consequence of boarding the Horse. Owner shall be solely responsible for all acts and behavior of the Horse at all times. Owner hereby agrees to indemnify and hold Operator harmless against any claim any claims or injuries whatsoever arising out of or in any way relating to the Horse, including, but not limited to, reasonable attorneys' fees or costs incurred in defending such claims. As a condition to the Services, Owner and each of Owner's guests and invitees must sign Operator's separate Waiver, Release and Indemnity Agreement in the form prescribed by Operator. The provisions of such Waiver, Release and Indemnity Agreement supplement, but do not supersede, the terms of this Agreement, and to the extent of any irreconcilable conflict, the terms that provide Operator the most protection shall govern.

5. Ownership. Owner represents and warrants to Operator that Owner is the owner of the Horse free and clear of all liens and encumbrances whatsoever. Owner agrees to notify Operator of a sale of all or any interest in the Horse within seven (7) days after such event occurs. Notwithstanding a sale of all or any interest in the Horse, Owner shall remain fully bound by the terms of this Agreement unless otherwise indicated in a writing signed by both parties hereto.
6. Coggins Test. Owner will provide, prior to the time of delivery, proof of standard vaccinations and a negative Coggins test current within the twelve-month period immediately preceding delivery of Horse to the Barn.
7. Barn Farrier, Worming and Vaccination Program. N/A
8. Duties, Rights and Authority. Operator shall have all reasonable authority and discretion with respect to the keep, maintenance, care, management and supervision of the Horse. Operator is hereby authorized, but not obligated, to secure veterinary (including such veterinary care as may be necessary, in Operator's sole discretion, to protect the life or health of the Horse under unusual or emergency circumstances), blacksmith, van and other services required for the health, well-being and benefit of the Horse. Owner shall in no way abrogate the authority herein above granted. The cost of all such services shall be paid according to Paragraph 3 hereof. The lien discussed in Paragraph 15 of this Agreement shall extend to such services to the extent the costs thereof are advanced by Operator. Operator is hereby authorized, as the agent of Owner, to arrange billing of such services directly to Owner.
9. Term. This Agreement shall commence on the date of execution above, and remain in force until the "Termination Date" as set forth on Exhibit B unless and until it is terminated by either party upon 30 days written notice. Notwithstanding anything contained herein to the contrary, Owner agrees to pay any and all outstanding bills prior to removal of the Horse, and Owner acknowledges and agrees that Owner shall not remove the Horse until all such bills have been paid.
10. Default. Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement ("Default"). In the case of Default by Owner, Operator shall have the right to recover reasonable attorneys' fees and court costs incurred as a result of said Default.

11. Dangerous Condition. Operator reserves the right to refuse to accept or keep the Horse if Operator determines, in its sole discretion, that the Horse may be dangerous to life or property. Owner agrees to immediately remove the Horse upon notice of such condition.
12. Barn Rules. Owner hereby agrees to be bound by the rules and regulations from time to time promulgated by Operator (the "Rules"). Owner agrees that Owner and Owner's guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of Owner's guests and invitees according to the Rules.
13. Trailer. Owner shall be solely responsible for transportation of the Horse; provided, however, that Operator may, but is not obligated to, obtain third-party transportation services if Owner cannot be reached and Operator determines, in Operator's sole discretion that unusual or emergency circumstances require the Horse to be moved. Owner hereby releases and holds Operator harmless against any claim arising from any delay, accident or injury caused by the Operator's dependence on the Owner or third parties for transportation.
14. Assignment. This Agreement cannot be assigned by Owner without the prior express written consent of Operator.
15. Right of Lien. N/A
16. Miscellaneous. N/A
17. Attorneys' Fees and Costs. In the event Operator retains attorneys to attempt to collect any sums due it hereunder, Operator shall be entitled to recover from Owner its reasonable attorneys' fees and costs expended, in addition to any other remedies.
18. Governing Law. This Agreement shall be governed by and construed under the law of the State of Ohio, without regard to such state's choice of law principles, and exclusive jurisdiction and venue for any action shall be in the courts situated in Clermont County, Ohio.
19. Entire Agreement. This Agreement constitutes the entire Agreement among the parties. It supersedes any prior Agreement, written or oral, or any understanding between them, and it may not be modified or amended in any manner other than by a written instrument signed by both parties.
20. Severability. The parties intend that this Agreement will be enforceable. If a court of law holds any provision of this Agreement unenforceable, all other provisions of this Agreement will remain in effect. If a court of law holds a provision of this Agreement unenforceable in part, this Agreement will remain in effect to the extent that it is not held unenforceable. To the extent possible, the parties will amend this Agreement to modify any unenforceable provision to render it valid and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement all as of the day and year first above written.

OWNER:

X _____

PRINTED NAME AND ADDRESS OF OWNER:

Fax No.: _____

Email Address: _____

OPERATOR:

Legacy Farm Ltd.

X _____

Andrea Burchenal-Huber, Authorized Representative

SIGNATURE PAGE TO BOARDING AGREEMENT

EXHIBIT A

Name: _____
Age: _____ Sex: _____ Height: _____
Breed: _____
Color/Description: _____

Registration/Tattoo: _____

Name: _____
Age: _____ Sex: _____ Height: _____
Breed: _____
Color/Description: _____

Registration/Tattoo: _____

Name: _____
Age: _____ Sex: _____ Height: _____
Breed: _____
Color/Description: _____

Registration/Tattoo: _____

PREVIOUS BOARDING BARN(S): _____

HISTORY, HABITS, OTHER INFORMATION:

Owner's Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Day Phone: (_____) _____

Evening Phone: (_____) _____

Cell Phone: (_____) _____

Email Address: _____

Veterinarian: _____ Phone: _____

Farrier: _____ Phone: _____

EXHIBIT B

Boarding Date: _____

Services:

General Boarding Services and other Services Described in Boarding Agreement; Additional Services, if any, set forth below:

Termination Date: By mutual agreement of the parties.

Monthly Boarding Fee: \$675.00 to Legacy Farm Ltd

Refundable Deposit: \$400.00 is refundable if there are no outstanding debts to Legacy Farm Ltd. or it can be used as the last month's boarding fee.

This Exhibit B may be amended upon the mutual agreement of the parties.

Initial:

Owner: _____

Operator: _____