

DPEquestrian LLC
P.O. Box 179
Pottersville, NJ 07979

TRAINING BOARD AGREEMENT

This Agreement is made on the ____ day of _____, _____, between Doug Payne, DPEquestrian LLC, with facilities located at 24 Homestead rd. Califon, NJ 07830 and _____ (referred to as "Owner") residing at _____, owner of the horse described in Section 2.

1. Fees.

In consideration of \$1,550 Dollars per horse per month paid by Owner in advance on the **first day** of each month, DPEquestrian LLC agrees to board said horse beginning the ____ day of _____, _____. Board for a partial month will be paid at the rate of \$25 per day.

2. Description of the Horse(s).

Name:

Age:

Color:

Breed:

Sex:

Size:

3. Turn-Out.

It is understood that the horse(s) will be turned out in a field **with other horses** with field location determined by Doug Payne. If this is not satisfactory, notification and arrangements will be made beforehand.

4. Standard of Care/Services.

DPEquestrian LLC agrees to provide normal and reasonable care to maintain the health and well-being of said horse(s). Care includes feeding grain and hay as needed, and bimonthly worming with paste wormers. Horse(s) stabled during the day/night and be turned out during acceptable weather in a fenced field which will have access to a run-in shed when available.

Doug Payne will provide an average 20 training sessions per month. If due to injury or other circumstance sessions are missed, every attempt will be made to make up sessions. If time does not permit, training will be forfeited for the month in question.

In the event of injury, DPEquestrian will provide basic care and rehabilitation, but is not responsible for any or all veterinary costs.

Owner may keep tack, supplies and horse trailer for said horse(s) on premises.

5. Risk of Loss/Hold Harmless

WARNING UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c. 287 (C.5:15-1 et seq.)

6. Indemnity.

Owner agrees to hold DPEquestrian LLC and its employees harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by DPEquestrian LLC in defense of a claim resulting from damage by said horse(s).

Owner agrees to hold DPEquestrian LLC and its employees harmless of any claim related to property damage or loss of any tack, supplies, trailers, etc. that Owner may store or leave on property. Owner will provide separate property insurance coverage for any trailer and present DPEquestrian LLC with evidence of its coverage.

7. Emergency Care.

If medical treatment is needed, DPEquestrian LLC will attempt to call Owner at the contact numbers provided by the Owner. In the event Owner is not reached by telephone, DPEquestrian LLC has the authority to secure emergency veterinary and/or blacksmith care. However, DPEquestrian LLC has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. DPEquestrian LLC is authorized to arrange billing to the Owner, but Owner must make such arrangements with veterinarian and clinic in advance and provide the name and telephone number of said veterinarian and farrier to DPEquestrian LLC at the time the horse(s) first arrives on the property.

8. Insurance

If Owner has purchased mortality or surgical insurance for the horse, Owner agrees to provide DPEquestrian LLC with the information required by the insurance carrier for reporting a claim and the insurance carrier's telephone number for reporting claims. DPEquestrian LLC agrees that if the Owner cannot be contacted directly in the event of an emergency, then DPEquestrian LLC will notify the insurance carrier of the potential claim on behalf of the Owner. The Owner acknowledges responsibility for the accuracy of any information on the insurance coverage and insurance carrier contact information provided to DPEquestrian LLC.

9. Shoeing

The Owner is responsible for all shoeing expenses and hoof care services for the horse(s).

10. Ownership - Coggins Test.

Owner warrants that he/she owns the horse(s) and will provide, prior to the time of delivery, proof of a negative Coggins test. Owner further warrants that a current proof of a negative Coggins will be furnished annually when requested by DPEquestrian LLC.

11. Termination.

Either party may terminate this agreement with thirty (30) days notice. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs, resulting from this failure of either party to meet a material term of this agreement.

12. Notice.

Owner agrees to give DPEquestrian LLC thirty (30) days notice to terminate this agreement. The Owner cannot assign this agreement unless the DPEquestrian LLC agrees in writing.

13. Right of Lien.

DPEquestrian LLC has the right of lien as set forth in the law of the State of New Jersey for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

14. Governing Law

This Agreement is subject to the laws of the State of New Jersey. Any legal action must be taken in Hunterdon County. The parties have executed this Agreement this _____ day _____, _____.

15. Special Considerations

Please list below any additional instructions which pertain to said horse(s).

16. Entire Agreement

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

DOUG PAYNE, DPEQUESTRIAN LLC:

Signed by: _____

OWNER:

Signed by: _____