

BOARDING AND TRAINING AGREEMENT

1. PARTIES. THIS AGREEMENT is made this _____ day of _____, 20____, by and between **MARY BALDAUFF/STABLE**, whose address is **5660 Johnson Lake Rd. Deleon Springs, Fl. 32130**, and:

Name (hereinafter "Customer")

Address

County City State Zip Code

Residence Phone Ranch Phone Business Phone Cell Phone

Ranch and/or business name and address email address

County City State Zip Code

2. HORSE. This Agreement pertains to the following horse (hereinafter "the horse"):

Name of Horse: _____

Breed of Horse: _____

Sire: _____ **Dam:** _____

Registration No.: _____ **Date foal:** _____

Color: _____ **Sex:** _____

Insurance Carrier: _____ **Claims Phone Number:** _____

Amount \$ _____ **Expiration:** _____

3. OWNERSHIP. Customer: (Mark one) () has full title and registration, () leases the horse, () manages the horse, or () has purchased the horse on installment Agreement with final payment due _____, 20____, and full title and registration are currently held by:

Name

Address

City State Zip Telephone

A COPY OF HORSE'S REGISTRATION CERTIFICATE MUST ACCOMPANY THIS AGREEMENT AND IF CUSTOMER IS NOT THE OWNER REFLECTED THEREON, CUSTOMER MUST FURNISH AUTHORIZATION FROM THE REGISTERED OWNER AGREEING TO THE TERMS OF THIS AGREEMENT.

4. SERVICE PROGRAM. Customer hereby Agrees to place the Horse in () Boarding/Training with Mary Baldauff, for a base fee of \$_____ per month for Board/Training, payable in advance on or before the 1st day of each calendar month. There will be a \$5.00 a day late fee charge there after, plus such additional fees and expenses described below as may apply to be paid each month in advance.

THIS AGREEMENT is subject to the laws of the State of Florida. EXECUTED at DeLeon Springs, FL. 32130 this ____ day of _____, 20_____.

TERMS AND CONDITIONS:

A. SPECIAL PROVISIONS FOR CUSTOMER'S ANIMAL(S):

B. DUTIES OF MARY BALDAUFF: During the time that the horse is in the custody of Mary Baldauff pursuant to this Agreement, Mary Baldauff will (a) provide board and care for the horse in accordance with the same standards of care given its own horses, (b) if relevant, condition and provide () halter () under saddle training for the horse.

C. COSTS: All expenses for the horse including but not limited to veterinary, farrier expenses shall be the obligation of the Owner. Except for those charges, fees or expenses for which Mary Baldauff requests payment in advance, all sums due to Mary Baldauff hereunder shall be due and payable by Customer when billed. The Customer agrees to pay a late charge in the amount of the lesser of 1 1/2 % per month or the greatest charge allowed by law on all sums not paid within 30 days of invoice date.

CUSTOMER must give MARY BALDAUFF/STABLE 14 days WRITTEN notice before cancelling this contract and removing horse. If 14 days written notice is NOT given before removing the horse, the CUSTOMER shall be charged HALF of the monthly training fee.

D. LIMITATIONS OF LIABILITY AND INDEMNIFICATION: REGARDLESS OF ANY NEGLIGENCE ON ITS PART, MARY-GO-ROUND SPORT HORSES, MARY BALDAUFF, STEPHEN or MILDRED BALDAUFF OR THEIR AFFILIATES, STABLE, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN MARY BALDAUFF'S CUSTODY, nor for any other loss, damages or injury arising out of or connected with breeding, boarding, conditioning, training or other services pursuant to this Agreement. Customer fully understands, authorizes and assumes the special risks inherent in conditioning, training, breeding and transporting horses, and acknowledges that mortality and other insurance is solely Customer's responsibility. **ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED**, to the full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service complained. Mary Baldauff shall also not be liable for any personal injury or disability which the Customer or his agents, representatives, family or any other person or entity that customer invites or brings to Mary Baldauff's may receive while on Stable's premises. Customer agrees to indemnify and hold Mary Baldauff harmless from any claim related to damages, illness or injury caused by the horse, and from any claim by a buyer of the horse, or any claims by Customer or his agents, representatives, family or any other person or entity that Customer invites or brings to Mary Baldauff and agrees to pay all expenses and attorney's fees including those for appeals incurred by Mary Baldauff in defending such claims.

E. RISK OF LOSS: It is understood and agreed that Mary Baldauff does not carry the customer's horse, whether in boarding or in training, on any public liability, accidental injury, theft, or equine mortality insurance and Mary Baldauff shall not be liable for any loss or damage to said animal as a result of accident, injury, illness, theft, negligence (of Mary Baldauff, any of its principals or agents, or any other person), or otherwise and that all risks connected with the boarding and training of the horse are to be borne by the Owner.

F. ACCEPTANCE: This Agreement is not effective until approved and executed by Mary Baldauff which reserves the right to reject any horse in its sole discretion, and to return any unruly horse at Customer's expense. All service programs are subject to availability. Mary Baldauff reserves the right to discontinue any service program.

G. VACCINATIONS: Customer warrants that the horse is free of all communicable diseases upon delivery to Mary Baldauff. On or prior to arrival, the Customer shall

provide a record of current vaccination for Rhinopneumonitis, Strangles, Equine Influenza, Tetanus, and Sleeping Sickness, and a negative Coggins (Swamp Fever) test performed within six (6) months prior to arrival. If the horse arrives without records of such vaccinations and test, Mary Baldauff may, at its option, not accept the horse or provide the vaccinations and test at Customer's expense. Mary Baldauff does not warrant that any vaccinations will provide the anticipated immunity, and shall not be responsible for its failure to vaccinate or for the vaccine to effectively perform.

H. VET CARE: Mary Baldauff is authorized to maintain and provide vaccinations, Coggins test, foot care, regular breeding cultures, and other veterinary needs, including emergency surgery, in its discretion, at Customer's expense.

I. TRANSPORTATION: Transportation to and from shows or elsewhere may be provided by Mary Baldauff or may be arranged with another carrier. Customer agrees to pay all such costs. If the horse is transported on any vehicle owned or leased by Mary Baldauff or any affiliate of Mary Baldauff or if any other shipper is selected by Mary Baldauff, Customer hereby releases Mary Baldauff, any affiliated company, Stephen and Mildred Baldauff and any employee and agent of Mary Baldauff from any liability whatsoever in regard to such shipment or selection of said shipper and agrees to hold the aforesaid entities harmless from any liability in connection with said shipment. It is agreed that the risk of loss during transportation shall be assumed by Customer and Customer agrees to indemnify and hold Mary Baldauff harmless from such loss or injury including but not limited to payment for attorney's fees and costs, including appeals.

J. VETERINARIAN, DENTIST, BLACKSMITH, AND OTHER INDEPENDENT CONTRACTORS: Customer understands that any and all services performed on the horse by a veterinarian, dentist, blacksmith and/or other independent contractor(s) are strictly pursuant to agreement between the Customer and the veterinarian, dentist, blacksmith, or other independent contractor(s). Any assistance provided by Mary Baldauff in connection with any and all of the aforesaid agreement(s), including arranging times, dates, schedules, and billing for said service(s) is completely gratuitous. Customer understands that no veterinarian, dentist, blacksmith, or other independent contractor is an employee or agent of Mary Baldauff.

K. RELEASE: Customer agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, farrier work and all other fees, charges and expenses pursuant to this Agreement shall be paid prior to Mary Baldauff's release of the horse. The aforesaid is included solely for the protection of Mary Baldauff and is in no way intended to be construed as an acceptance by Mary Baldauff of an employer/employee relationship between Mary Baldauff and any

veterinarian, dentist, blacksmith, or other independent contractor. Customer shall make arrangements with Mary Baldauff for the horse's release at least 48 hours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through Mary Baldauff's veterinarians or otherwise. Upon commencement of loading of the horse for shipment, Customer assumes full responsibility and releases Mary Baldauff, her agents and employees, and Stephen and Mildred Baldauff, from any responsibility or liability for the horse's health, soundness, breeding condition, transportation, and care.

L. LIEN: Customer hereby grants and/or confirms that it hereby grants to Mary Baldauff a lien upon and security interest in the horse and any foal produced by a breeding or foaling at Mary Baldauff's to secure all obligations and amounts due under this or any other Agreement with Mary Baldauff. Mary Baldauff may, at any time until all amounts due hereunder are fully paid, file a photocopy of this Agreement in any county or state office in which Mary Baldauff elects, and when so filed the copy shall be effective as a financing statement as well as a security agreement. Customer will execute, deliver and file such financing statements, security agreements, and other documents as may be requested by Mary Baldauff from time to time to conform, perfect, and preserve the security interest created hereby, and in addition, authorizes Mary Baldauff to execute on behalf of Customer, deliver and file such financing statements, security agreements and other documents without the signature of Customer, all at the expense of Customer. At any time the Customer's balance is unpaid for thirty (30) days, or Customer is otherwise in default in this or any other Agreement with Mary Baldauff, Mary Baldauff may then, or at any time thereafter, sell in one or more sales or otherwise dispose of, all or any of the collateral in which Mary Baldauff has a security interest by virtue of this Agreement, in its then existing condition or following any commercially reasonable preparation, in such order as Mary Baldauff may elect, and any such sale may be made either at public or private sale at Mary Baldauff's place of business or elsewhere, either for cash or upon credit or for future delivery, at such price as Mary Baldauff may deem fair, and Mary Baldauff may be the purchaser of any or all of such collateral so sold and hold the same thereafter in its own right free from any claim of Customer or right of redemption. No such purchase or holding by Mary Baldauff shall be deemed a retention by Mary Baldauff in satisfaction of obligations owed by the Customer to Mary Baldauff. All demands, notices and advertisements, and the presentment of property at sale, are hereby waived. If, notwithstanding the foregoing provisions, any applicable provision of the Uniform Commercial Code or other law requires Mary Baldauff to give reasonable notice of any such sale or disposition or other action, five (5) days prior written notice shall constitute reasonable notice. Any sale hereunder may be conducted by an auctioneer or any officer or agent of Mary Baldauff. In addition to the security interest granted herein, Mary Baldauff shall have all rights and liens

granted by Chapter 713 of the Florida Statutes.

M. NONASSIGNABILITY: Customer may not assign any rights or designate any duties under this Agreement without the written consent of Mary Baldauff.

N. TERMINATION AND WAIVER: This Agreement may be terminated by Mary Baldauff at any time. No delay or failure by Mary Baldauff to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy.

O. ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES: This Agreement contains the entire understanding of the parties concerning its subject matter and any prior understandings with respect to this Agreement, whether oral or written, are expressly superseded. This Agreement may be modified only in writing. Such modification, amendment, or alteration shall be effective only for the specific purpose(s) for which given. Headings are for convenience only and not part of the Agreement. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of this Agreement. The Agreement shall be construed and governed by the laws of Florida. Jurisdiction and venue for all disputes connected with this Agreement shall be proper only in Volusia County, Florida. If a lawsuit is filed with respect to this Agreement, or Mary Baldauff forecloses his lien or security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs, including those for appeal.

IN WITNESS WHEREOF, the parties have executed this Agreement made this _____ day of _____, 20__ above written.

CUSTOMER:

signature

print

TRAINER:

signature

print

BOARDING AND TRAINING AGREEMENT
Part 6 of 6

Horse Training

Slow, consistent Training results in a happier, well balanced horse or pony whether for show or recreation. Over 25 years experience training horses and bringing an approach working with the horse instead of forcing, bring better long term results.

Specializing in training issues and fine tuning for the up coming show seasons.

Other services:

Breeding - Starting Young Horses- Training-Limited Boarding

Negative Coggins test IS required on ANY OFF GROUNDS HORSE.

TRAINING

(fees include boarding)

1 month-----	800.00
2 + months-----	700.00
1 month with Owner supplied feed/hay-----	550.00
2 + months Owner supplied feed/hay-----	450.00
or trailer in Trainer to School horse per ride-----	45.00

Horse Training Training includes stall, feed, turnout, grooming & training.

Please call for prices as each horse is treated as the individual that they are.

Agent Fees

Horse Sales - 15% of price horse is sold

Showing

Price is per horse

- Must pay BEFORE show when entries are sent in!
- Price does NOT include entry fees for show.

- * Local non-rated Shows/4-H Shows -----100
- * Class A Shows (over 50 miles) -----600
- * Class A Shows (under 50 miles)-----400
- * AHA Region 12 Championship Show-----1,000
- * USDF Region 3 Championship Show -----1,000 (fl) 1,500 (out of state)
- * AHA Region 14 and 15 Championship Shows ----1,500
- * AHA Sport Horse Nationals -----3,000

*Sport Horse Catch handling-

- Mares-----25.00 per class
- Geldings-----25.00 per class
- Stallions-----35.00 per class
- Young horses/under 2-----40.00 per class

*Sport Horse Inspection Handling-

	Premium or better	Less than Premium
Mares-----	100.00	50.00
Geldings-----	100.00	50.00
Stallions-----	150.00	75.00
Young horses/under 2-----	125.00	60.00

+ fuel if I am making a special trip to handle. .80 per mile.

Discounts available if handling more than one horse

Coaching at Shows Regular lesson fee

HAULING

* \$1.00 per mile/\$100 minimum

Extra services available:

*Purchase/Sale help-----	10%
* Body clipping - \$150 (includes full clip body, face, legs)	
* Show Clip (face and legs) -----	50.00 (sculting for breed shows)
* Sanding and Finishing Hooves -----	25.00
* Mane pulling -----	15.00
* Mane Button Braiding -----	40.00
*Full, Formal Dressage Braiding-----	55.00 (includes tape)
* Mane/Tail French Braid -----	45.00
* Photo/Video Shoot -----	50.00
* Farrier/Veterinarian Holding fee-----	10.00 per 1/2 hour.
Grooming-----	5.00
Bathing-----	20.00
Standing Leg Wraps-----	15.00
Standing Leg Wraps/Poultice-----	25.00
Cold Hosing-----	15.00 20 minute session.
Wrapping shoe-----	5.00
Wrapping hoof/medicated-----	20.00
Hauling-----	.80 per mile
Lay Over's-----	20.00 per night
Eye Rehabbing -----	50.00 per day (Veterinarian supervision).
Vacation Boarding -----	30.00 per day