

Copper Creek Farms, L.L.C.

3100 Noble Rd.
Williamston, MI 48895
(517) 655-4159

BOARDING CONTRACT AND LIABILITY RELEASE

This BOARDING CONTRACT AND LIABILITY RELEASE ("Agreement") is made by and between Copper Creek Farms, L.L.C., a Michigan limited liability company (referred to as "Stable"), and (referred to as "Owner").

TERMS

A. BOARDING FEES. As consideration for the boarding, keeping, and care of Owner's horse(s) at Stable, Owner agrees to pay Stable fees of \$ a month, which includes: use of box stall, feeding grain and hay twice daily, stall bedding and cleaning, watering, regular pasture turnout (except in inclement weather or if Stable deems pasture conditions unsuitable). Pasture preference - CHECK ONLY ONE: G individual pasture G group pasture.

G OTHER SERVICES - specify here and initial below, if other services are added:

All fees and services are subject to change by Stable upon thirty (30) days written notice to Owner.

Fees for services and charges under this Agreement are due and payable to Stable on the first (1st) day of each month that horse(s) are at Stable. Payments made more than nine (9) days after this date must include a late payment fee/administrative charge of Ten (\$10) Dollars per week/per horse. No refunds will be permitted by Stable. A returned check fee of \$35 shall also apply. Stable will apply a 7% per annum interest rate to all unpaid fees and charges after 30 days. Owner understands and agrees that all horses boarded under this Agreement will not be released from Stable until all fees and charges have been fully paid to Stable. The above board fee does not include veterinary, farrier, or other services. The costs and charges for these services must be paid exclusively by Owner, and Owner agrees to pay for them.

B. FIRST PAYMENT. Stable acknowledges the receipt of \$, which has been paid by Owner to Stable upon the signing of this Agreement. This payment will be applied toward the first month's fees and expenses that are due to Stable under this Agreement.

C. INFORMATION ABOUT OWNER AND HORSE(S) TO BE BOARDED.

1. Owner. Owner is the owner, part owner, or lessee of the horse(s) listed in Section 2, below, and desires to have this horse/these horses stabled on the Stable's premises.

Owner's Name: _____

Address: _____

Telephone Nos. (home) (work) (cell/pager)

Person(s) to Contact in Case of Emergency:
Phone: _____

Owner agrees to keep Stable immediately notified of any changes in the above information.

2. Horse(s): Please provide complete information below and promptly notify Stable of any updates:

Name of Horse: _____

Age/Breed/Color: _____

Vices/Habits: _____

Owner's Preferred Veterinarian
& Phone Number _____

Equine Insurer & Policy #: _____

Insurer Emergency Contact #: _____

Owner represents that the horse(s) described in Section 2, above, is/are, to the best of Owner's knowledge, free from transmittable illnesses or diseases and is/are de-wormed and current on routine equine immunizations (including rhino, EEE/WEE, flu, etc.). Owner also represents that the horse(s) is/are trained to lead safely and is/are reasonably safe for people to handle. Upon Stable's request, Owner must provide Stable with a negative Coggins Test that was taken and issued by licensed veterinarian within the calendar year as well as proof of recent de-wormings and inoculations.

3. Receipt of Horse(s). Stable acknowledges the receipt of horse(s) from Owner on _____ for boarding under this Agreement. Owner has inspected the Stable's premises and is satisfied with the condition of the facilities.

D. WAIVER AND RELEASE OF LIABILITY. In consideration for the Stable undertaking the boarding and keeping of the Owner's horse(s) now and in the future under the terms of this Agreement, and in consideration for Stable allowing Owner to enter the Stable's premises and/or surrounding land for this purpose, Owner agrees to hold harmless and release Copper Creek Farms, L.L.C., John G. Filios, Catherine M. Filios, Alecia Rumpp, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf from liability for any and all bodily injuries, losses, or damages that Owner may sustain that are caused in whole or in part by the ordinary negligence or legal liability of Stable, its agents, members, managers, employees and/or representatives (except if the injury, loss, or damage is directly caused by Stable's gross negligence or wanton and willful misconduct). The term "damages" means medical expenses, expenses or losses incurred because of bodily injury, property damages, and/or personal property damages. This waiver and release of liability shall apply at all times – *now and in the future* – when Owner is on, near, or off of the Stable's premises, regardless of whether or not Owner is riding or near horses.

Owner also agrees to hold harmless and release Copper Creek Farms, L.L.C., John G. Filios, Catherine M. Filios, Alecia Rumpp, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf from liability for any and all injuries, damages, or losses that Owner's horse(s) may sustain at any time arising out of the boarding, keeping, or use of premises at Stable that may accrue from any cause whatsoever, including fire, theft, running away, accidents, illness, or injuries during the term of this Agreement and/or while Owner's horse(s) is/are in Stable's care, custody, or control (except if the injury, loss, or damage, is directly caused by Stable's gross negligence or wanton and willful misconduct).

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER AND LIABILITY RELEASE CONTAINED IN THIS PORTION OF THE AGREEMENT SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351., TO THE GREATEST EXTENT ALLOWED BY LA WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity. It is also mutually understood and agreed that Stable will not be liable for any loss of, damage to, or theft of Owner's equipment or personal belongings that may be kept on the premises of Stable.

E. INDEMNIFICATION. Owner shall be solely responsible for all acts and behavior of Owner's horse(s) at all times during the term of this Agreement. In no case shall Copper Creek Farms, L.L.C., John G. Filios, Catherine M. Filios, Alecia Rumpp, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf be liable for the acts and behavior of Owner's horse or horses [other than the exercise of gross negligence or wanton and willful misconduct on Stable's part in the boarding or keeping of Owner's horse(s)]. Owner agrees to indemnify and hold harmless Copper Creek Farms, L.L.C., John G. Filios, Catherine M. Filios, Alecia Rumpp, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" shall mean all people who are not parties to this Agreement] including any and all injuries or damages whatsoever that Owner may cause, directly or indirectly, by reason of the stabling, keeping, or using of Owner's horse(s) at Stable. The indemnification shall also include reimbursement of Stable's reasonable attorney's fees.

F. RULES, EMERGENCIES, HEALTH SCHEDULE, AND OTHERS.

1. *Rules.* Owner has received and reviewed a copy of the Stable's current rules before signing this Agreement. Owner understands that Stable reserves the right to amend its rules with thirty (30) days' advance notice. Owner agrees to abide by all of Stable's rules. Also, if Owner discovers any defects in or around Stable, Owner agrees to notify Stable immediately.

2. *Emergencies/Emergency Action.* Should Stable determine that Owner's horse(s) have become injured or ill, Stable will notify Owner as soon as possible. However, if Owner is unable to be reached or does not immediately inform Stable regarding measures to be taken, or if the horse(s)'s health requires emergency action, the right to contact a veterinarian or to furnish other advisable attention is within Stable's discretion, and Stable shall, under these circumstances, act as Owner's agent to procure veterinary or other attention but not for payment of fees. *Owner shall be solely responsible for payment of fees.*

3. *De-Worming, Inoculation, and Farrier Arrangements.* Owner agrees to keep Owner's horse(s) de-wormed and vaccinated on a regular basis. For the general well-being of horses at Stable, Stable will arrange to have all horses on the premises de-wormed at the same time on an established schedule (de-wormings to be performed by Stable personnel or by Stable's regular veterinarian) using a de-worming product approved by Stable's regular veterinarian. Stable will also schedule vaccinations and Coggin's Tests for all horses on the premises, which services will be performed by Stable's regular attending veterinarian. In addition, Stable will post a sign-up sheet for stable's regular farrier; Owner is encouraged to utilize the sign up sheet for all routine farrier services. Owner will be billed for these services and products. *Even if Stable advances payment for these services to the service providers, Owner shall be solely responsible for paying for all veterinary and farrier fees and services to Owner's horse(s).*

4. *Stable's Release of Liability.* All persons of legal age (18 or over) who enter the Stable's premises, including Owner, are required to sign the Stable's Waiver, Agreement and Liability Release. With respect to each minor (under age 18) who enters the Stable's premises, his or her parents or legally-appointed guardians are required to sign for him/her.

5. *Independent Trainers, Instructors, and Clinicians.* Owner is aware that independent instructors, trainers, and clinicians may occasionally do business on the Stable's property (with Stable's advance approval), but Owner understands that these instructors, trainers, and/or clinicians operate wholly independent businesses and they do not have an employment, partnership, joint venture, principal-agent or similar arrangement with Stable.

6. *Damage by Horse or Owner.* Owner agrees to reimburse Stable for the material and/or labor cost associated with repairing any damages to the Stable's facility (including, but not limited to, stalls, pastures, arenas, etc.) that Owner and/or Owner's horse(s) may cause.

G. TERMINATION OF AGREEMENT.

1. *By Owner.* Upon thirty (30) day's advance notice to Stable, Owner may terminate this Agreement for any reason. Owner agrees to pay Stable all fees and expenses incurred up to the termination date and until the Owner's horse(s) are removed from the Stable's custody and control.
2. *By Stable.* Stable reserves the right to refuse to continue boarding Owner's horse(s) for any reason. Stable shall give Owner at least thirty (30) day's advance notice to remove horse(s) from Stable. In extreme situations (as determined in Stable's sole discretion that include, *but are not limited to*, horse's health, dangerous or destructive propensities of Horse or Owner, or others), Stable reserves the right to give Owner five (5) day's advance notice. After Owner has paid Stable in full for all fees and charges and has removed Owner's horse from Stable, Owner's obligations to Stable under this Agreement shall be concluded (except as provided in section G.3, immediately below).
3. *Survival of Release, Waiver, and Indemnification.* It is mutually understood that the other provisions of this Agreement, including *but not limited to* the waiver and release of liability and indemnification provisions in paragraphs D and E, above, and in the Stable's separate release of liability documentation, shall survive the termination of this Agreement, and shall remain in full force and effect at all times, *now and in the future*, regardless of who terminates and why.

H. LIEN FOR FEES AND CHARGES. By executing this Agreement, Owner grants Stable a possessory lien against Owner's horse(s) for the value of any unpaid boarding fees or other charges that are or may become due to Stable under this Agreement. Owner agrees that in the event that the boarding fees and charges are not fully paid within sixty (60) days after the same have become due and payable, then Stable shall have the right to exercise its lien rights, and, in connection with these rights, to sell Owner's horse(s) at private *or* public sale. Owner agrees to waive any protections or contrary provisions afforded by the Michigan agister's lien statute, M.C.L. § 570.185, *et seq.* Owner shall reimburse Stable for the costs of any such sale, including reimbursement of consignment fees, listing fees, hauling, stabling, attorney's fees, and other charges. Before any such lien sale takes place, Stable will give Owner at least fourteen (14) days notice of its intention to sell the Owner's horse(s) by: (1) mailing a letter containing Stable's intentions to have a lien sale Owner at Owner's last-known address [sent by regular, first-class mail]; and (2) making reasonable efforts to reach Owner by telephone to Owner's last-known telephone number(s). If the sale of the Owner's horse(s) does not secure a sufficient price to cover the costs of board and other charges due to Stable, plus the other reasonable expenses and costs that are associated with the sale, Owner is obligated to pay Stable the difference.

I. MISCELLANEOUS PROVISIONS.

1. Owner represents that all information provided in this Agreement is true and accurate.
2. This Agreement shall be binding on, and shall operate to the benefit of, the Stable and Owner, and their respective employees, agents, representatives, members, managers, representatives, heirs, affiliated persons, or other representatives.
3. Modifications to this Agreement are only binding if they are in writing and signed by Stable (only John Filios may sign modifications to this Boarding Contract and Liability Release on behalf of Stable) and Owner.
4. Owner is not permitted to assign this Agreement to anyone without the Stable's prior written permission.
5. This Agreement is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. If any provision is found to be invalid or unenforceable by law, the remainder of shall stay valid and enforceable at all times, now and in the future.
6. This Agreement contains the *entire agreement* between Owner and Stable with respect to its subject matter and incorporates and integrates all previous promises or understandings between Owner and Stable with respect to the subject matter. All provisions in the Waiver, Agreement and Liability Release that Owner signed are reaffirmed as being in full force and effect at all times, now and in the future.
7. Should Owner breach this Agreement, Owner agrees to pay Stable's reasonable attorney's fees and

court/arbitration costs related to such breach, regardless of whether or not any disputes result in a concluded trial or arbitration proceeding. Owner agrees that Stable shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration in Ingham County, Michigan, under the rules of the American Arbitration Association; Owner consents to such forum if selected by Stable, and Owner agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties that are handled through the court system shall be brought and litigated in a State or Federal court of proper jurisdiction located in or nearest to Ingham County, Michigan.

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS BOARDING CONTRACT
AND LIABILITY RELEASE (ALL FIVE PAGES)
AND AGREE TO BE FULLY BOUND BY ITS TERMS**

OWNER:

OTHER OWNER'S SIGNATURE (If Horse has two owners, or parent/legal guardian if Owner under age 18):

By: _____

By: _____

Print Name: _____

Print Name: _____

Date of Signature: _____

Date of Signature: _____

STABLE:

**Copper Creek Farms, L.L.C.,
a Michigan Limited Liability Company**

By: _____

John G. Filios, Managing Member

Date of Signature: _____

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.