



DEGRAFF STABLES, INC.
On Farm Boarding Contract



This agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between DeGraff Stables, Inc ("DGS" or "Farm") and the owner or lessee ("Horse Owner") of that certain registered _____ having the registered name of _____, Breed and Registration # _____, AQHA T # _____, if applicable ("Horse"). DGS and Horse Owner may sometimes be referred to herein individually as "Party" and collectively as the "Parties". Now, therefore, in consideration of the foregoing promises, covenants and other valuable consideration contained herein, the Parties agree as follows:

1. **Service and Fees.** DGS agrees to perform all reasonable and customary reproduction procedures for the purpose of boarding said Horse. DGS may also provide Horse with any other services suggested or required by good equine practice, all in accordance with the terms and conditions of this Agreement. DGS shall perform these services on behalf of Horse Owner as an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or those of a compensated bailee or a partnership relationship between DGS and Horse Owner. In exchange for providing such services, Horse Owner shall pay DGS those fees charged for such services in accordance with DGS's fee schedules and those other costs and expenses incurred by DGS for the Horse, including, but not limited to boarding, exercise, training, veterinary care and farrier costs (collectively "Fees"). DGS reserves the right to adjust fee schedules at any time without notice.

3. **Horse Owner Covenants, Representations and Warranties.** Horse Owner covenants, represents and warrants to DGS as follows:

- (i) To Horse Owner's knowledge, the Horse is free from transmittable illnesses or diseases. Horse Owner shall disclose to DGS if the Horse has been exposed to, tested for, treated for or located on a premises that has had any infectious diseases within twelve (12) months prior to the arrival of Horse on Farm. Horse Owner shall provide DGS a minimum of fourteen (14) days prior to Horse's arrival on Farm. Horse's expected arrival date: _____.
- (ii) Horse Owner shall submit to DGS a completed Horse Disclosure Form at least five (5) days prior to the arrival of the Horse on Farm. The Horse shall, upon arrival, be accompanied by (1) a Health Certificate and a current (within 12 months) Negative Coggins Test Result. The Health Certificate shall also indicate that Horse has been dewormed within sixty (60) days of arrival on Farm (indicating the type/brand of dewormer administered) and that the following vaccinations have been administered a minimum of fourteen (14) days, but no more than twelve (12) months, prior to the arrival of the Horse on Farm: Tetanus Toxoid, Streptococcus Equi (Strangles), Potomac Fever, West Nile Virus, Eastern/Western Encephalomyelitis and Rabies. Horses must also be vaccinated for Rhinopneumonitis EHV-1 and EHV-4 and Influenza within 14 – 60 days of arrival to Farm. Horse Owner acknowledges and agrees that Horse will not be allowed on Farm if DGS determines, in its sole discretion, that the above certifications, results and vaccinations, or lack thereof, may pose a potential risk to other equine on Farm. Horse Owner represents and warrants that if Horse Owner fails to disclose any of the above, all such tests and vaccinations have been administered on the Horse and all such tests were negative.
- (iii) Upon arrival on Farm, Horse is halter broke, reasonably safe for handling, and its rear shoes will be removed. DGS reserves the right to reject and return, at Horse Owner's expense, the Horse if DGS determines, in its sole discretion, that the Horse is unsafe for personnel on Farm.
- (iv) Horse Owner shall supply to DGS a copy (front and back) of the Horse's registration papers with completed Horse disclosure form at least five (5) days prior to the arrival of Horse on Farm.
- (v) All fees shall become due and payable prior to pick up of Horse or delivery of the Horse to the Horse Owner. DGS shall have a lien against the Horse which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession.

4. **Care Authorization.** Horse Owner agrees that during the period that DGS is in possession of the Horse, DGS shall have the right and authority, in its sole discretion, to administer routine preventative medicine including, but not limited to, vaccinations, deworming, and DGS may have the Horse trimmed or shod by a farrier selected by DGS. Horse owner agrees that certain insemination and/or vaginal treatments may be performed by DGS employee or DGS veterinarian. The Horse Owner shall reimburse DGS for the cost thereof.

6. **Veterinary Care.** If at any time DGS determines, in its sole discretion, that the Horse needs to be transferred to a veterinary hospital for medical or surgical treatment, the Horse Owner shall be responsible for paying for all resulting charges directly to the veterinary hospital. The veterinary hospital shall bill the Horse Owner directly for these charges and such charges shall be paid by Horse Owner in full before the Horse is returned back to DGS. DGS will make reasonable efforts to contact Horse Owner in the event that such transfer is required; however if Horse Owner cannot be immediately reached, Horse Owner hereby authorizes DGS to act as a temporary agent on behalf of the Horse Owner and authorizes DGS to initiate such transfer, care and treatment. Horse Owner also authorizes the release of any medical and/or financial information from the veterinary hospital to DGS.

7. **Horse Care and Board.** Horse Owner hereby states that Horse Owner or an authorized agent has inspected the facility and the facility in which the Horse will be kept and hereby approves the condition, upkeep and safety of the same. Horse Owner agrees that DGS will exercise the ordinary care of a prudent owner and not that of a compensated bailee. Horse Owner shall reimburse DGS for all board, veterinary expenses, veterinary reproductive expenses, stallion care, farrier expenses, and other related charges on a fee-for-service basis. The normal routine fees will apply. Additional services and fees may be required on an as-needed basis.

8. **Payment.** DGS shall invoice Horse Owner for all Fees on a monthly basis. Horse Owner shall pay all invoices within 30 days after receipt or at least seven (7) days before requesting the release of the Horse, whichever is sooner. If said invoices are paid by credit card, Farm will add a 3% credit card convenience charge to cover bank fees. Horse Owner shall give DGS at least seven (7) days written notice before requesting the release of Horse so DGS may prepare and complete all necessary paperwork. DGS's release of the Horse without receiving payment for the Fees, costs and expenses in full shall not constitute a waiver on the part DGS to collect any unpaid Fees, costs and expenses. If payment is not made when due, DGS may suspend all reproductive procedures and other performance without liability or penalty and, in addition to all other sums payable hereunder, Horse Owner shall pay to DGS (i) a \$25.00 handling fee; (ii) the reasonable costs and expenses incurred by DGS in connection with all actions taken to enforce collection or to preserve and protect DGS's rights



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hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses; and (iii) interest on all amounts unpaid charged at the monthly rate of 1-1/2% or the highest rate permitted by law, whichever is lower.

10. Waiver of Liability. HORSE OWNER AGREES THAT DGS, AND ITS REPRESENTATIVES, AGENTS, EMPLOYEES, MANAGERS, MEMBERS, LESSOR, AFFILIATED PERSONS, AND OTHERS ACTING ON DGS'S BEHALF (COLLECTIVELY "DGS REPRESENTATIVES"), SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO ANY CLAIM, DEMAND OR LOSS ARISING FROM ANY SICKNESS, DISEASE, ESTRAY, THEFT, INJURY OR DEATH OF THE HORSE/MARE AND/OR FOAL, OR SEMEN OR LOSS OF PROFIT OR REVENUES, DAMAGE FOR LOSS OF USE OF THE SEMEN, HORSE/MARE AND/OR FOAL, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR ANIMALS, INCLUDING PERSONAL INJURY, DEATH OR SICKNESS ON ACCOUNT OF THE USE OF THE SEMEN OR THE ACTS OF THE HORSE/MARE AND/OR FOAL.

11. Release and Indemnification. The Horse Owner hereby releases and agrees to indemnify, defend and hold harmless DGS and DGS Representatives from any claim, charge, debt, demand, lawsuit, loss and expense, including but not limited to attorneys' fees, which may be imposed upon or incurred, directly or indirectly, as a result of the services performed pursuant to this Agreement, arising out of or attributable to or resulting from the acts and behavior of the Horse and/or Foal. This indemnification shall extend to the successors and assigns of DGS and DGS's lessor.

12. Risk of Loss. The Horse Owner agrees to assume all responsibility for the Horse even if in the physical possession of DGS, and shall bear all risk of loss, damage or death to the Horse, whether by disease, injury loss, infection, theft or by any cause whatsoever, and agrees to hold DGS (or any person employed by or associated with DGS) harmless on any and all damages associated therewith.

13. Inherent Risks and Assumption of Risk. The Horse Owner acknowledges there are inherent risks associated with equine activities, including breeding, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. **WARNING:** Under Kentucky Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 247.402, KY Revised Statutes.

14. Termination. DGS reserves right to discontinue service at its sole discretion and may terminate this Agreement upon 10 days notice directed to the Horse Owner at the address below or any other manner reasonably calculated to provide notice. Such termination shall not prejudice or impair DGS's rights herein, including but not limited to its right to seek payment for any services rendered.

15. Miscellaneous. Each Party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. No services other than those expressly stated in this Agreement will be provided by DGS without an express, written and signed amendment to this Agreement. This Agreement is not assignable by Horse Owner. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. No failure by DGS in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, and any legal action relating in any manner to this Agreement or the relations of the parties shall be brought in a state or federal court sitting in or encompassing Woodford County, Kentucky. The parties agree to submit to the personal jurisdiction of said courts pursuant to KRS 454.210, and hereby waive any objection to venue and any claim that the action has been brought in an inconvenient forum. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of Horse and/or Foal under this Agreement, Horse Owner hereby authorizes and appoints DGS to execute any required documents on behalf of Horse Owner. The Parties agree that a facsimile or other electronic transmission of a counterpart of this signed Agreement constitutes an original counterpart and shall be a valid and binding document for all legal and other purposes. This Agreement may be executed in multiple counterparts by the Parties. All of such counterparts shall be construed as if all signatures were appended to one document.

16. Authority. The undersigned hereby individually represents and warrants that the undersigned is the true and lawful owner of the Horse or, if not the owner of the Horse, the undersigned is duly authorized by the Horse Owner to execute this Agreement on behalf of the Horse Owner. The undersigned represents and warrants that undersigned has the actual authority to make any and all decisions regarding the Horse and/or Foal and its veterinary care. All references in this Agreement to the Horse Owner shall be deemed binding upon the undersigned and the Horse Owner. The undersigned hereby agrees to indemnify, defend and hold harmless DGS for any and all claims made by the Horse Owner based upon a breach of the above representations and warranties.



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Horse Name:		Breed & Registration No.:	
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Board Rates ~ Choose One:

<input type="checkbox"/> Dry Horse; Outside \$_____/Day	<input type="checkbox"/> Wet Horse; Outside \$_____/Day	<input type="checkbox"/> Show Horse Board \$_____/Day
<input type="checkbox"/> Dry Horse; Inside \$_____/Day	<input type="checkbox"/> Wet Horse; Inside \$_____/Day	<input type="checkbox"/> Foaling Stall (as Applies) \$_____/Day

Fees For This Contract:

\$ 0.00	\$ 0.00 Per Day For 10 Days Per Horse Purchased through the DeGraff Stables Sale*
\$ 15.00	\$15.00 Per Day Beginning the 11 th Day Post Purchase and forward until Horse is Picked Up*
\$	\$ * Horse Owner is Responsible for Any Medications, Veterinary, Blacksmith or Other Expenses as May Be Incurred
\$	\$
\$	\$
\$	6% Kentucky Sales Tax; If Applies: <input type="checkbox"/> 6% Sales Tax Applies <input type="checkbox"/> 6% Does Not Apply
\$	Total/Sub-Total
\$	3% Credit Card Convenience Fee for Visa/MC Payments; If Credit Card is Used
\$	Total On-Farm Fees ~ <input type="checkbox"/> YES, Please Charge My Credit Card Or, <input type="checkbox"/> No, Do Not Charge My Card, I Will Pay by Check

Horse Owner/Lessee Billing Information:

REQUIRED Billing Name:			
Billing Address:			
City, State/Province, Zip:			
Daytime Phone:		Evening Phone:	
Fax Number:		Cell Phone:	
REQUIRED e-mail address:			

Credit Card Information & Authorization~ REQUIRED to Guarantee Payments:

EXACT Name on Card:	
Card Billing Address:	Or, <input type="checkbox"/> Address Same as Above
City, State & Zip:	
VISA or Master Card #:	
Expiration Date:	3 Digit Number on Back of Card:
<input type="checkbox"/> I Authorize DGS to Charge My Card for Off-Site Stallion Shipped Semen Fees	
<input type="checkbox"/> I Authorize DGS to Charge My Card for Monthly Breeding Expenses	
Signed by:	Date:

SIGNATURES:

OTHER TERMS:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year set forth first above:

_____		_____	
Signature of Horse Owner or Authorized Agent		Signature DGS Authorized Representative	
_____	_____	_____	_____
Print Name	Date	Signature DGS Authorized Representative	Date
_____		_____	
Emergency Contact & Emergency Phone Number		Date	

Addendum ~ Horse Information/Disclosure Statement~ Breeding at Farm ~ Page Req'd 5 Days Prior to Arrival



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Horse Name:	Breed & Reg No.	Year Born:
Horse Color:	Horse Markings:	Weight: LBS

Board Preference - Choose One:

<input type="checkbox"/> Dry Horse; Outside	<input type="checkbox"/> Wet Horse; Outside	<input type="checkbox"/> Show Horse Board
<input type="checkbox"/> Dry Horse; Inside	<input type="checkbox"/> Wet Horse; Inside	<input type="checkbox"/> Foaling Stall (as Applies)

Insurance Information (REQUIRED INFORMATION):

Insured? Y or N?	Insurance Co:	Policy #
Contact Name:	Day Ph:	Emergency Ph:

Breeding & Health Information:

Horse's Immunizations - Type:	Date and Manufacturer	Horse's Immunizations - Type:	Date and Manufacturer
E/W Encephalomyelitis:		West Nile Virus:	
Rabies:		If PG - Rotavirus - 8 th Month:	
Botulism (Initial) 1 of 3:		If PG - Rotavirus - 9 th Month:	
Botulism (Initial) 2 of 3:		If PG - Rotavirus - 10 th Month:	
Botulism (Initial) 3 of 3:		If PG - Rhinopneumonitis - 5 th :	
Or, Botulism - Annual:		If PG - Rhinopneumonitis - 7 th :	
Potomac Fever:		If PG - Rhinopneumonitis - 9 th :	
Influenza (I.M. or Internasal):		Or, Rhinopneumonitis- Annual:	
EVA Vaccination Date : &Vaccination Serial Number:		Streptococcus Equi (I.M. or Internasal):	
Or, EVA Negative Blood Titer Date:		Tetanus:	
Health Certificate Date:		Negative Coggins Test Date:	
Blacksmith Last Date:	Trim? Shoes?	Date & Type of Last Wormer?:	
Blacksmith Special Requirements?:			
State any Medical History, Handling, or Habits of Horse that are pertinent:			
Feed Type:	QTY Feed in LBS Per Day:	Hay Type & QTY Per Day:	
Any special dietary requirements? Any allergies to feeds:			
Item:	Description of Items to Farm with Horse:		
Halter Description:			
Blanket Description:			
Supplement/Meds:			
Other:			

Horse Owner Information:

Name (Please Print):	PH #1:	PH #2:
Horse Owner to Provide Prior to Horse's Arrival: 1) Disclosure Statement 2) Copy of Negative Coggins & Breeding Diagnostics 3) Copy of Vet Certified Current Vaccinations 4) Copy of Registration Papers 5) Copy of Last Year's Veterinary Breeding Records		
DGS/Liberty Farm Only ~ Horse #:	Arrival Date:	Location: