

FOX DEN FARM – USA, LLC

4001 Kennett Pike, Suite #134 - 119
Greenville, DE, 19807-2000

Phone: (610)793-1256
Fax: (610)793-0885
E-mail: ClientServcies@FoxDenFarm-USA.com

FIELD BOARDING AGREEMENT

Page 1 of 7.

This agreement is made between Fox Den Farm – USA, LLC (Stable) and _____ (Owner) Owner of the horse(s) described in paragraph 1.

1. HORSE DESCRIPTION:

Name _____ Breed _____ Reg# _____
Stallion Mare Gelding (please circle one)
Height _____ Color _____ Markings _____

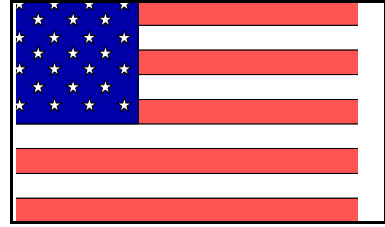
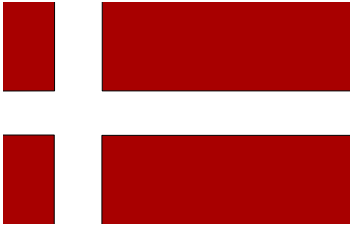
2. INOCULATIONS AND TESTS: Boarder warrants that the aforementioned horse has the following inoculations and tests:

____ Equine Infectious Anemia (Coggins) Negative ____ West Nile
____ Flu/Influenza ____ Strangles
____ EWV Encephalitis ____ Rabies
____ Tetanus ____ Botulism
____ Rhinopneuminitis

Proof of the above shall be furnished to the Stable prior to moving aforementioned horse on to the premises. Owner warrants that he/she is the Owner/Agent of the aforementioned horse and that there is not now any lien or other encumbrances against the animal. Proof of ownership shall be provided to the Stable, if requested.

It shall be the Owner's responsibility to arrange regular veterinary, dental and farrier care for the Horse(s), whether through Stable or through providers of the Owner's choosing. The Owner may use health care providers of its choice, provided that they abide by the Stable's farm rules while on the premises, provide proof of insurance for themselves and for anyone accompanying them, and do not disrupt the other business activities of Stable.

Boarder warrants that he/she is the Owner/Agent of the aforementioned horse and that there is not now any lien or other encumbrances against the animal. Proof of



FOX DEN FARM – USA, LLC

4001 Kennett Pike, Suite #134 - 119
Greenville, DE, 19807-2000

Phone: (610)793-1256
Fax: (610)793-0885
E-mail: ClientServices@FoxDenFarm-USA.com

FIELD BOARDING AGREEMENT

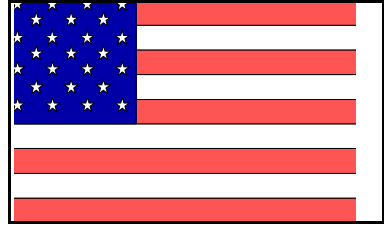
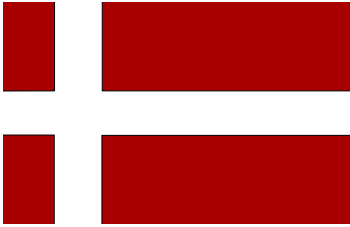
Page 2 of 7.

ownership shall be provided to the Stable.

3. **STANDARD OF CARE:** Stable agrees to provide normal and reasonable care to maintain the health and well-being of said horse.
4. **CARE AND FEEDING:** Provided as follows and at the discretion of the Stable: Grain and hay currently utilized by Stable. All materials including but not necessarily limited to hay, grain, and bedding and additional services above those outlined in this item (e.g., items listed as Additional Services) that are requested or given by Owner that are in addition to what is provided and considered reasonable by the Stable will be considered as an extra charge and will be billed to the Owner each month in accordance with the List of Additional Services that is in effect at the time.
5. **OTHER CARE:**
 - Deworming: Stable agrees to implement a deworming program, consistent with recognized standards all at the Owner's expense. Boarded horses must participate in Stable's worming program which shall be billed consistent with the amounts set forth in the fee schedule.
 - Farrier Care: At the Owner's expense, Stable will arrange for farrier care for said horse if the Owner has requested it or the horse is in need of farrier care for the welfare of the horse as determined by the Stable.
 - Veterinary Care: Stable has the right in its sole discretion and at the expenses of the Owner to provide reasonable veterinarian care, if stable or its agents reasonably believes that said horse is in need of emergency veterinary care and/or general health care. Should the Horse(s) become sick or injured, Stable shall attempt to telephone the Owner immediately. If the Owner does not immediately inform Stable regarding measures to be taken, or if in Stable's judgment the state of the Horse's health requires immediate action, Stable is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The Owner shall promptly pay all expenses for all services.

Owner is obligated to pay the expenses of the above referenced services, including a reasonable stable charge in accordance with the list of additional services effective as of the time that the service was performed. Such bill shall be paid within at least thirty (30) days from the date it is submitted to Owner or as detailed on the invoice.

6. **PERSONAL CONTACTS:** In the event of an emergency, Owner directs Stable to notify the following:



FOX DEN FARM – USA, LLC

4001 Kennett Pike, Suite #134 - 119
Greenville, DE, 19807-2000

Phone: (610)793-1256
Fax: (610)793-0885
E-mail: ClientServcies@FoxDenFarm-USA.com

FIELD BOARDING AGREEMENT

Page 3 of 7.

Owner: _____ Phone _____

Cell Phone: _____ Fax # _____

Owner's E-mail Address: _____

Full Address: _____

Agent: _____ Phone _____

Full Address: _____

Agent's E-mail Address: _____

Veterinarian: _____ Phone _____

Farrier: _____ Phone _____

Insurance Carrier: _____ Phone _____
Policy # _____

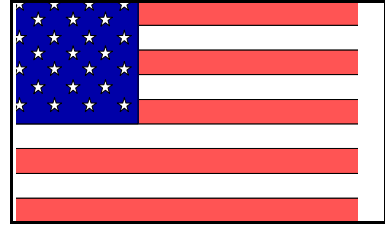
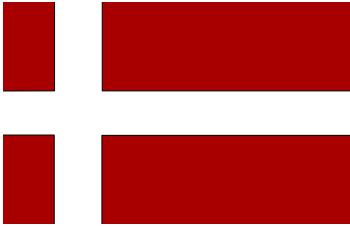
7. **FEES:** In consideration of the timely payment of fees and compliance with the terms and conditions of this Agreement, Stable shall permit Owner to board Owner's Horse(s) described in item 1 and such Boarding shall include:

- Grain and hay currently utilized by Stable (up to 6 pounds and 2 large flakes per day)

Additionally, Boarder agrees to pay a monthly Feed/Forage/Fuel Surcharge if such charge is applicable at the time of invoicing. The amount of the surcharge is stated on the "List of Additional Charges/Services", available at http://www.foxdenfarm-usa.com/About_FDF/Forms/forms.html.

Stable may change its fee schedule at any time and shall give Owner 10 days notice. A new schedule will be posted and shall supersede any prior fee schedule and become part of this Agreement. Written notice may be accomplished by posting a new fee schedule, by hand delivery, by email or by first class mail to the Owner.

Upon execution of this Agreement, Owner shall pay Stable a refundable \$350.00 stable deposit per horse and prior to horse being boarded at the Stable. The deposit need not



FOX DEN FARM – USA, LLC

4001 Kennett Pike, Suite #134 - 119
Greenville, DE, 19807-2000

Phone: (610)793-1256
Fax: (610)793-0885
E-mail: ClientServcies@FoxDenFarm-USA.com

FIELD BOARDING AGREEMENT

Page 4 of 7.

be kept separate and apart from other funds of Stable, no interest shall be paid thereon, and it may be used by Stable to provide services under this Agreement, for the payment of any amount due hereunder, any sum Stable may incur as a result of Owner's default, and for failing to give thirty (30) days WRITTEN notice of his/her intent to remove the horse from Stable.. Owner may not use the deposit towards the last month's fees. If at the end of the term of this Agreement, Owner shall have fully complied with its terms, the deposit of balance thereof shall be returned to Owner within 30 days. The stable deposit is hereby waived if an authorized representative of the Stable initials here -> _____.

8. **PAYMENT TERMS:** Full payment of the Field Boarding fee is due on the first day of each month in advance of the services being rendered. Such fee is non-refundable even in the event Owner leaves before the end of the month.

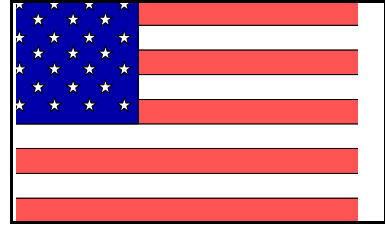
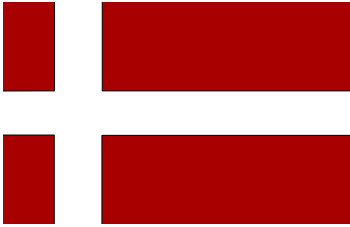
If Owner's initial month commences after the first day of a month, the Full Care Boarding fee shall be prorated. Thereafter, payment of the Full Care Boarding fee shall be due in full on the first day of each month as set forth above.

Owner acknowledges that Owner's ability to board the Horse(s) is a privilege and not a right. Owner agrees to timely make payment of the Full Care Boarding fee in advance

Failure to timely pay the Full Care Boarding fee may result in the revocation of Owner's ability to board the Horse(s) and the imposition of late fees consistent with the fee schedule.

Payment for ongoing and regular extra services is also due on the first day of the month, in advance. Fees for occasional extra services, and for services deemed necessary by Stable due to the Owner's failure to provide required or adequate care of the Horse(s), will be invoiced at the end of each month, and shall be paid by the Owner no later than 5 days after the date of the invoice. In the event Owner fails to make timely payments and is thirty days past the invoice due date, a late fee will be assessed at the rate of 2.33% per month (28% per year) on the entire balance from the date due plus a \$10.00 administration fee until bill is paid in full. Owner is responsible for all cost of collection including, but not limited to, reasonable attorney's fees.

Boarder is responsible for any returned checks. There will be a \$30.00 charge assessed for returned checks. Late fees will incur and be applied to Boarders account.



FOX DEN FARM – USA, LLC

4001 Kennett Pike, Suite #134 - 119
Greenville, DE, 19807-2000

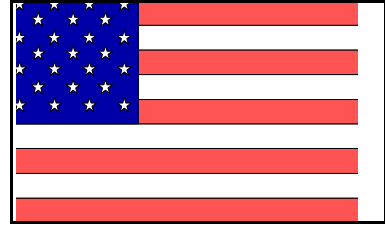
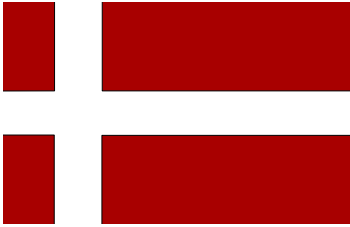
Phone: (610)793-1256
Fax: (610)793-0885
E-mail: ClientServcies@FoxDenFarm-USA.com

FIELD BOARDING AGREEMENT

Page 5 of 7.

9. **EXPENSES:** All materials including but not necessarily limited to hay, grain, and bedding and additional services above those outlined in item 7(e.g., multiple turn-out each day or items listed as Additional Services) that are requested or given by Owner that are in addition to what is provided and considered reasonable by the Stable will be considered as an extra charge and will be billed to the Owner each month in accordance with the List of Additional Services that is in effect at the time.
10. **Exclusive Training and Instruction:** The Owner may only arrange for the training of the Horse(s) or Riding Instruction at Stable's facilities and property. The Owner may not bring or invite any outside trainer or instructor to work the Horse(s) &/or the Owner at the premises without the prior written express permission of Stable.
11. **Inspection of Premises & Knowledge of Risk:** Owner has inspected the Stable's facilities and is satisfied that the conditions are reasonably safe and suitable for the Owner's Horse(s), as well as the Owner's family, guests, invitees and visitors who enter the premises. Owner understands that horseback riding in any form, as well as being near horses, is a very dangerous activity due to the size, speed and power of a horse, its unpredictable and independent will, as well as unpredictable actions of the horse due to it being frightened, startled or provoked. Serious bodily injury and death are foreseeable risks when engaged in these activities and are voluntarily and knowingly assumed.
12. **RIGHT TO LIEN:** Stable has the right of lien as set forth in the law of the State of Pennsylvania for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. The amount of time that said horse is retained due to indebtedness shall be added to the Owner's bill at the fee indicated in paragraph 14 and is expected to be paid in addition to interest charges to all unpaid balances.

This agreement is subject to the laws of the State of Pennsylvania. The parties have executed this agreement on _____(date).
13. **LOSSES:** Owner is warned that while on Stable's premises, direct loss, damage, theft of or to Owner's Horse(s), tack, equipment and trailer is not the responsibility of Stable or covered by Stable's insurance. The Owner is financially responsible for such items.
14. **BOARDING DAMAGES:** When an owner's horse damages stall, fencing or facility by kicking, chewing, cribbing or any other activity where the horse is not in control, the owner will be charged for labor and materials to repair damages. Normal wear and tear is excluded.



FOX DEN FARM – USA, LLC

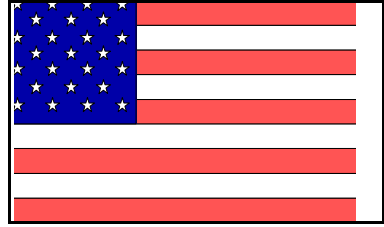
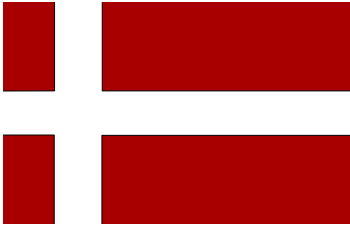
4001 Kennett Pike, Suite #134 - 119
Greenville, DE, 19807-2000

Phone: (610)793-1256
Fax: (610)793-0885
E-mail: ClientServcies@FoxDenFarm-USA.com

FIELD BOARDING AGREEMENT

Page 6 of 7.

15. **REMOVAL OF OWNER'S HORSE:** Stable has the right to request Owner to immediately remove its horse from the stable's premises, if in the Stable's reasonable judgement, either Owner or Owner's horse presents a danger to other horses located at the stable and/or patrons of Stable, or if, in Stable's reasonable judgement, Owner or its horse is unsuitable for the Stable's business. In the event that the Stable requests that Owner remove his/her horse from the Stable's premises, Owner shall immediately remove the horse and shall forfeit the balance of the field boarding fee of the month during which such removal occurs. Such forfeiture of the field boarding fee shall be in way of liquidated damages and not by way of penalty. Stable and Owner hereby agree that it is difficult to determine actual damages which shall be sustained by Stable in the event that Owner is requested to remove the horse and that forfeiture of the balance of the field boarding fee for the month in which removal occurs comprises reasonable damages.
16. **RIGHT TO RELOCATE:** Stable shall have the right to relocate Owner's Horse(s) to another stall and/or pasture on the premises.
17. **NON-SOLICITATION/COMPETITION:** Owner shall not offer to any customers, guests or visitors at Stable's premises any of the services that Stable offers to its customers including those set forth in Stable's fee schedule.
18. **TRAINING, PRESENTATION IN-HAND AND/OR UNDER SADDLE AT ANOTHER LOCATION OTHER THAN THAT AT FOX DEN FARM:** Owner agrees to pay Trainer for all costs associated with the presentation of the horse at another location other than Fox Den Farm including but not necessarily limited to, additional fee(s) for professional time, show entry fee(s), transportation fee(s), etc.
 - (a) Charges for this service will be billed on the client's invoice and payment is due by the 25th of the month.
 - (b) Any payment not received within seven days of due date shall incur interest at twenty-eight percent (28%) per annum for the number of days past the due date.
19. **FIELD BOARD:** Board will begin on _____, _____, 20___. The first month's board are due in advance.
20. **GOALS:** The common goals to be reached include:



FOX DEN FARM – USA, LLC

4001 Kennett Pike, Suite #134 - 119
Greenville, DE, 19807-2000

Phone: (610)793-1256
Fax: (610)793-0885
E-mail: ClientServcies@FoxDenFarm-USA.com

FIELD BOARDING AGREEMENT

Page 7 of 7.

21. **DUTIES OF THE TRAINER:** Trainer shall fulfill his duties in a manner consistent with good training practices in the County of Chester in the State of Pennsylvania.
22. **TERMINATION:** Owner may terminate this contract only after a thirty (30) day WRITTEN notice is given to Stable. If Owner fails to give WRITTEN notice of his/her intent to remove the horse from the board and training program, the stable deposit or one-half month's board costs, whichever is greater, will be due and payable upon removal of the horse(s) to cover office expenses. No oral notice will be accepted. It is further agreed that any breach of any term of this contract shall confer the right of the Trainer to terminate this contract. Trainer has the right to request Owner/Boarder to immediately remove its horse from the stable's premises, if in the Stable's reasonable judgment, either Boarder or Boarder's horse presents a danger to other horses located at the stable and/or patrons of Stable, or if, in Stable's reasonable judgment, Boarder or its horse is unsuitable for the Stable's business. In the event that the Stable requests that Boarder remove his/her horse from the Stable's premises, Boarder shall immediately remove the horse and shall forfeit the balance of the boarding/training fee of the month during which such removal occurs. Such forfeiture of the boarding/training fee shall be in way of liquidated damages and not by way of penalty. Stable and Boarder hereby agree that it is difficult to determine actual damages which shall be sustained by Stable in the event that Boarder is requested to remove the horse and that forfeiture of the balance of the boarding/training fee for the month in which removal occurs comprises reasonable damages.
23. **INDEMNIFICATION:** Owner agrees to indemnify Trainer unless otherwise provided by insurance against all liability or claims, demands, and cost for or arising out of this agreement unless such are caused by the gross negligence of the Trainer, his/her agent or employees.
24. **HOLD HARMLESS:** Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse.

The terms of this agreement shall constitute the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this agreement shall be governed by the laws of the State of Pennsylvania.

Agreed this _____ day of _____, 200__.

Boarder/Agent

Fox Den Farm – USA, LLC