

DaVinci Farms Equestrian Center, LLC
11331 Long Road, Fort Myers, FL 33905

BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration, receipt of which is hereby acknowledged, is made on this ____ day of _____, 20____, by and between **DaVinci Farms Equestrian Center, LLC, a Florida limited liability company** ("OPERATOR"), and _____ ("OWNER"). These parties warrant that they have the right to enter into this **AGREEMENT**.

1. FEES, TERMS AND LOCATION

In consideration of the amount(s) indicated by the attached price list paid by OWNER per horse per month in advance on the first day of each month, OPERATOR agrees to board the herein described horse(s) at **DaVinci Farms**, located at 11331 Long Road, Fort Myers, FL 33905, on a month to month basis commencing on _____, 20____. Partial months' board will be prorated based on the actual numbers of days boarded in the current month, except as hereinbelow provided for in the event of insufficient notice of termination. This Agreement and the related documents of OPERATOR referenced herein shall pertain to any horse that OWNER boards at **DaVinci Farms**, whether or not said horse is described herein, commencing with the arrival of said horse(s).

Late Fees: Board fees received after the tenth (10th) of the month will incur a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

Barn Name: _____ Registered/Show Name: _____

Age: _____ Color/Markings: _____ Height: _____

Sex: _____ Breed: _____ Registration/Tattoo No. _____

Barn Name: _____ Registered/Show Name: _____

Age: _____ Color/Markings: _____ Height: _____

Sex: _____ Breed: _____ Registration/Tattoo No. _____

Barn Name: _____ Registered/Show Name: _____

Age: _____ Color/Markings: _____ Height: _____

Sex: _____ Breed: _____ Registration/Tattoo No. _____

3. CARE AND FACILITIES

OPERATOR agrees to provide use of facilities, together with normal and reasonable care and handling to maintain the health and well-being of the horse(s), as per OPERATOR's price list, a copy of which is attached. The price list is subject to change, with 30 days' notice as to board rates only. Extra care and services are available at an additional cost to OWNER, as may be

agreed upon between OWNER and OPERATOR. OWNER may not take or distribute feed, hay or bedding belonging to OPERATOR without OPERATOR's express permission. OWNER may supply their own additional feed, hay, or bedding, subject to OPERATOR's ability to store the same, but no reduction in board will be given.

4. INSTRUCTORS and TRAINERS

With OPERATOR's permission and specific approval, OWNER may engage instructors and/or trainers to assist with their equine-related activities. All instructors and trainers must provide proof of equine professional liability insurance satisfactory to OPERATOR.

5. PARTIAL LEASING / EXPENSE SHARING

OWNER may not enter into any agreement for "partial leasing", "share riding", "expense sharing", etc. concerning OWNER's horse(s) without OPERATOR's prior written consent. Should OPERATOR agree to such leasing or sharing of a horse, OPERATOR retains the right to charge additional fees for the boarding of OWNER's horse(s) subject to such leasing or sharing. Such additional fees will be agreed upon in advance between OPERATOR and OWNER.

6. ROUTINE FARRIER AND VETERINARY CARE

If so directed by OWNER, OPERATOR will schedule the routine farrier and veterinary care of the horse(s) as is reasonably necessary. Provided however, such expense for same will be the obligation of OWNER. If as a convenience to OWNER, OPERATOR elects to prepay any such expense, upon presentation by OPERATOR of the bill for services rendered, including service charges, if any, OWNER will pay said bill within ten days of the bill being submitted to OWNER.

OWNER will ensure that the horse(s) are maintained on a regular worming program, annual or bi-annual program vaccination program, and regular hoof maintenance program. In addition, OWNER will ensure that the horse(s) are groomed and/or ridden at least three times per week by OWNER or another person designated by OWNER and approved by OPERATOR.

Upon arrival of horse to OPERATOR, proof of negative Coggins test within 11 months of said horse's arrival is required.

7. RISK OF LOSS

During the time that the horse(s) is/are in the custody of OPERATOR, **OPERATOR will not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse.** This includes, but is not limited to, any personal injury or disability the horse may receive while on OPERATOR's premises. **OWNER understands and acknowledges that OPERATOR does not carry insurance on any horse(s) not owned by OPERATOR,** and that all risks relating to boarding of horse(s) or for any other reason for which the horse(s) is/are in the possession of OPERATOR, ***are to be borne by OWNER.***

In addition, OWNER is responsible for all risk of loss in connection with their vehicle(s), trailer(s), tack and other personal property kept on or about the DaVinci Farms premises. OPERATOR is not responsible for any damage to OWNER's personal property, whether or not it is kept on the farm premises with OPERATOR's permission. OPERATOR does not maintain any insurance on OWNER's personal property.

8. HOLD HARMLESS

OWNER agrees to hold OPERATOR harmless from any claim resulting from damage or injury caused by said horse, OWNER, or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by OPERATOR in defense of such claims.

OWNER acknowledges that it is a requirement for all OWNERS and RIDING GUESTS to sign a DaVinci Farms Equestrian Center, LLC HOLD HARMLESS/RELEASE OF LIABILITY AGREEMENT ("Release Agreement") upon arrival to OPERATOR. All provisions and waivers contained in the Release Agreement are incorporated herein and OWNER is bound by same whether or not OWNER has actually executed such Release Agreement.

9. EMERGENCY CARE

OPERATOR agrees to make reasonable attempt to contact OWNER should OPERATOR feel that medical treatment is needed for the horse(s), provided however, that in the event the OPERATOR is unable to contact OWNER within a reasonable time, which time will be judged and determined solely by OPERATOR, OPERATOR is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by OPERATOR, as OPERATOR determines is required for the health and well-being of the horse(s). The cost of care secured will be due and payable by OWNER within ten days from the date OWNER receives notice thereof, provided however, that OPERATOR is authorized to arrange direct billing by the care provider to OWNER.

Further, OWNER acknowledges the possibility of accidental injury during the course of instruction, training and participation in equine activities, whether riding or on the ground, and hereby grants to OPERATOR (and its employees or designees), as necessary, consent and permission to seek medical care for OWNER or its guests as OPERATOR deems necessary. OWNER hereby releases OPERATOR (and its employees and designees) from any obligation with respect to medical expenses incurred by any such accident(s).

10. HURRICANES AND OTHER NATURAL DISASTERS

OPERATOR is not liable for the welfare of the horse(s) in the event of a hurricane or other natural disaster. OWNER is responsible for removing their horse(s) from the DaVinci Farms property if a hurricane or other natural disaster (including but not limited to tornados, fires, and floods) is anticipated. If OWNER is unable for any reason to do so, OPERATOR may but is not obligated to make whatever arrangements OPERATOR deems necessary for the well-being of the horse(s) and OWNER will liable for all expenses incurred in connection therewith, including but not limited to shipping, boarding, veterinarian and farrier expenses, and all other related costs and fees.

11. OPERATOR RULES

OWNER acknowledges receipt and understanding of OPERATOR's Rules & Regulations, which are attached hereto and incorporated herein by reference, as if fully set forth herein. OWNER agrees that OWNER and its guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of guests and invitees according to these Rules.

OPERATOR may revise these Rules from time to time and OWNER agrees any revision will have the same force and effect as current Rules. Any such revisions will be made readily available to

OWNER through posting in the barn, online, and/or delivery to OWNER by hand, regular mail or email. Failure, as determined in OPERATOR's sole discretion, of OWNER or OWNER's guests and invitees to abide by OPERATOR Rules may result in OPERATOR declaring OWNER in default hereunder and result in termination of this **AGREEMENT**.

12. DEFAULT

Either party may terminate this **AGREEMENT** for failure of the other party to meet any material terms of this **AGREEMENT**, including but not limited to the herein referenced OPERATOR Rules. In the case of a default by one party, the other party will have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due OPERATOR under this **AGREEMENT** will be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date will place OWNER in default hereunder. Acceptance by OPERATOR of any late payment will not constitute a waiver of subsequent due dates or determinations of default.

13. ASSIGNMENT

This **AGREEMENT** may not be assigned by OWNER without the express written consent of OPERATOR.

14. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days' notice will be given to OPERATOR as to the termination of this **AGREEMENT**. No refunds of prepaid board will be given in the event OWNER does not give OPERATOR thirty (30) days' notice, and OWNER will be assessed a \$350 penalty per horse if less than thirty (30) days' notice is given. **OWNER must pay any remaining balance due OPERATOR, including the aforesaid penalty if applicable, prior to removing OWNER's horse(s) and personal property from the DaVinci Farms premises.** OPERATOR in its sole discretion may elect to waive the \$350 penalty for extenuating circumstances, but such waiver shall not constitute a waiver of any other rights of OPERATOR under this **AGREEMENT**,

15. RIGHT OF LIEN

OWNER is put on notice that OPERATOR has and may assert and exercise a right of lien, as provided for by the laws of the State of Florida, for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees OPERATOR will have the right, without process of law, to attach a lien to the horse(s) after two (2) months of non-payment or partial payment and OPERATOR can then sell horse(s) to recover its loss.

16. MEDIATION/ARBITRATION

In the event of any dispute or disagreement relating to this **AGREEMENT** the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation will be conducted according to the laws of the State of Florida and will be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve a dispute through mediation, then, in that event, the parties agree to submit the dispute to binding arbitration

according to the laws of the State of Florida within 30 days of any declaration of impasse by the mediator.

17. SPECIAL INSTRUCTIONS TO OPERATOR

THIS AGREEMENT IS SUBJECT to the laws of the State of Florida.

OPERATOR:

**DaVinci Farms Equestrian Center, LLC,
a Florida limited liability company**

By: _____
Sandra P. Bieri, Managing Member

OWNER:

Signature Above
Printed Name: _____

Street: _____

City/State/Zip: _____

Home Phone: (____) _____

Cell Phone: (____) _____

Work Phone: (____) _____

E-mail: _____

IN CASE OF OWNER-RELATED MEDICAL EMERGENCY, CONTACT:

Name: _____

Name: _____

Relationship to Owner: _____

Relationship to Owner: _____

Phone: (____) _____

Phone: (____) _____