



HORSE BOARDING AGREEMENT

Under Idaho Law, an equine professional is not liable for an injury to or the death of participant or equine engaged in an equine activity, nor may they maintain an action against or recovery from an equine activity sponsor or and equine professional for injury or death of a person engaged in an equine activity pursuant to Idaho Code §6-1801-1802.

WITNESS THIS AGREEMENT this day of , in the year 20___, by and between Ethos Equestrian, LLC and ___
_____, hereinafter referred to as "OWNER."

Owner Address: _____

City, State, Zip: _____

Home Phone: _____

Cell Phone: _____

Email: _____

1. Fees, Term and Location: OWNER acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Ethos Equestrian, LLC, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to a late fee of \$25.00 and finance charges of 1.5% per month or interest as set forth in the rate schedule, whichever is greater. A charge of \$25.00 will be assessed for any check returned by the bank for any reason, including insufficient funds. In the event the subject animal is removed from the premises for any reason and returned, the agreement shall be deemed reinstated at rates applicable at the time of said return. Ethos Equestrian, LLC reserves the right to notify OWNER within 15 days of the horse's arrival if the horse, in Ethos Equestrian, LLC's opinion, is deemed to be dangerous or undesirable for Ethos Equestrian, LLC's establishment. In such case, OWNER shall be solely responsible for removing the horse within 7 days of said notice and for all fees incurred during the horse's presence upon the premises.

All fees including any boarding fee and/or training fee is due upon the first of the preceding month and are deemed earned and are non-refundable in the event a horse is removed from Ethos Equestrian, LLC's facility before the last day of the month. OWNER shall give Ethos Equestrian, LLC a thirty (30) day notice prior to removing OWNER's horse from boarding or training. In the event any fee is overdue by 10 days, Ethos Equestrian, LLC shall be entitled to a lien against said horse, and the property upon the premises as further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Idaho. No horse shall be removed from Ethos Equestrian, LLC's premises unless and



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until the outstanding bill for all services (including other horses owned by OWNER) is paid in full. The initial monthly charge applicable to the services as set forth below shall be **\$1,500.00/month**.

2. The terms and conditions set forth herein shall be applicable to each and every animal boarded by OWNER.

3. Feed, Facilities, and Services: Ethos Equestrian, LLC agrees to provide adequate food and facilities for normal and reasonable care required to maintain the health and wellbeing of the animals. OWNER acknowledges OWNER has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are posted in the office of Ethos Equestrian, LLC and are subject change at Ethos Equestrian, LLC's discretion.

4. Exercise and Training: OWNER shall be solely responsible for the exercise of OWNER's horse(s). Any training by Ethos Equestrian, LLC is supplied at Ethos Equestrian, LLC's published rates, using independent contract trainers. OWNER acknowledges that it is in the OWNER's best interest to have OWNER's horse(s) exercised on a regular basis, and therefore, ___gives / ___does not give (check one) permission for Ethos Equestrian, LLC to allow other Ethos Equestrian, LLC customers to ride OWNER's Horse(s) in Ethos Equestrian, LLC's sole and absolute discretion. OWNER acknowledges that OWNER's horse(s) can become injured at any time including while Ethos Equestrian, LLC or an Ethos Equestrian, LLC customer is exercising OWNER's horse(s). OWNER agrees that the contract clause regarding risk of loss and release from any legal liability is expressly applicable to a situation where OWNER's horse(s) is/are Being ridden by Ethos Equestrian, LLC or a customer of Ethos Equestrian, LLC.

5. Risk of Loss and Release From any Legal Liability: During the time that the horse(s) is/are in custody of Ethos Equestrian, LLC, Ethos Equestrian, LLC shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of being connected in any way with the boarding or transportation of said horse(s), including negligence on the part of Ethos Equestrian, LLC, it's Officers, Directors, Shareholders, Agents, Employees, Sponsors and or other Ethos Equestrian, LLC customers and guests. This release of liability includes but is not limited to a release of liability for an injury or death caused by arising out of owner's participation or presence at any activity including equine activities, in no event shall Ethos Equestrian, LLC be held liable to owner for equine death or injury in an amount in excess of five thousand dollars per owner regardless or the number of animals involved. OWNER agrees to obtain full value equine insurance for any animals valued in excess of five thousand dollars, at owner's expense. OWNER agrees to disclose this entire agreement to Owner's insurance company and provide Ethos Equestrian, LLC with a copy of the insurance details, including policy number. Failure to disclose insurance information shall be at OWNER's risk. OWNER fully understands that Ethos Equestrian, LLC does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability,



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accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Ethos Equestrian, LLC are to be borne by the OWNER. Ethos Equestrian, LLC strongly recommends equine mortality insurance be obtained by OWNER.

6. Limited Liability for Damages: Ethos Equestrian, LLC shall not be held liable for any damages to property amounting over five hundred dollars, all damages amounting over five hundred dollars OWNER assumes full responsibly for payment of damages/repairs directly to Ethos Equestrian, LLC.

7. Hold Harmless: OWNER agrees to hold Ethos Equestrian, LLC harmless from any and all claims arising from damages or injury caused by OWNER's horse(s) to anyone and defend Ethos Equestrian, LLC from any such claims. OWNER agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Ethos Equestrian, LLC.

8. Emergency Care: Ethos Equestrian, LLC agrees to attempt to contact OWNER should Ethos Equestrian, LLC feel that medical treatment is needed for said horse(s), but, if Ethos Equestrian, LLC is unable to contact OWNER, Ethos Equestrian, LLC is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). OWNER shall pay all costs of such care incurred within 15 days from the date OWNER receives notice thereof, or Ethos Equestrian, LLC is authorized as OWNER's agent to direct bill to OWNER. Ethos Equestrian, LLC shall assume that OWNER desires surgical care if recommended by a licensed veterinarian in the event of colic, or other life-threatening illness, unless Ethos Equestrian, LLC is instructed otherwise in this agreement or on OWNER's information sheets, by OWNER's that the horse(s) is/are not a surgical candidate. OWNER agrees to notify Ethos Equestrian, LLC of any and all changes of addresses, emergency telephone numbers, itineraries of other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify Ethos Equestrian, LLC as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

9. Shoeing, Worming, and Immunizations: OWNER agrees to provide the necessary shoeing, worming and immunizations of the horse(s) as is reasonably necessary, at OWNER's expense. OWNER agrees to provide Ethos Equestrian, LLC with all health records with regard to the horse(s). OWNER agrees to have the horse(s) wormed, vaccinated and teeth checked on a regular schedule, and in the event same is not accomplished and proof of same presented to Ethos Equestrian, LLC within 30 days from the date of such services or veterinary treatment, Ethos Equestrian, LLC is authorized to arrange for such treatment, but not obligated to do so, Such expense shall be the obligation of OWNER, and upon presentation by Ethos Equestrian, LLC of the bill for such services, rendered, including service charges, any bill shall be paid within 15 days from the date the bill is submitted to OWNER.



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10. Ownership: OWNER warrants that he/she owns the horse(s) and shall provide a health certificate for the horse(s) before bringing the horse(s) on Ethos Equestrian, LLC premises. OWNER shall have the horse(s) brands inspected on the date the horse(s) is/are brought onto the premises or as soon as the brand inspector is available.

11. Changes or Termination to Agreement: It is agreed by the parties that this Agreement may be changed or terminated upon a 30-day notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Ethos Equestrian, LLC's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Ethos Equestrian, LLC.

12. Rules, Regulations and Responsibilities of Owner: OWNER agrees to abide by all the rules and regulations of Ethos Equestrian, LLC. In the event someone other than the OWNER shall call for the horse(s), such personnel shall have (preferably) written authority signed by OWNER to obtain said horse(s). Such authority may be confirmed by Ethos Equestrian, LLC via telephone. OWNER shall be responsible for damages caused directly or indirectly by them, their children and any of their guests to the premises. This includes but is not limited to damages to animals, tack, equipment and other property located on or associated with the premises. It also includes repairs to stalls, fences, tack rooms, etc. when other than normal wear and tear is incurred. Gates, doors and water hydrants must be closed or turned off. Children must not be left unattended to play in building or vehicles.

13. Right of Lien: OWNER is put on notice that Ethos Equestrian, LLC has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Ethos Equestrian, LLC will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Ethos Equestrian, LLC exercises Ethos Equestrian, LLC's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Ethos Equestrian, LLC's representatives setting forth the material facts of the default and foreclosure as well as Ethos Equestrian, LLC's compliance with foreclosure procedures as required by law. In the event the collection of this account is turned over to an attorney, OWNER agrees to pay all attorneys' fees, costs and other related expenses. These expenses include but are not limited to: expenses incurred prior to filing legal action, telephone calls with legal counsel and post judgement continuing costs of collection, interest at the contractual rate and boarding expenses. 13. Property in Storage on Ethos Equestrian, LLC's premises: OWNER may store certain tack and equipment on the premises of Ethos Equestrian, LLC at no additional charge to OWNER. However, Ethos Equestrian, LLC shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other



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property stored at Ethos Equestrian, LLC as it is stored at the OWNER's risk. Ethos Equestrian, LLC shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

14. **Inherent Risks and Assumption of Risk:** The undersigned acknowledges there are inherent risks associated with equine activities such as described below 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.

15. **Assignment:** OWNER may not assign this agreement without Ethos Equestrian, LLC's written consent. Any attempt to assign this agreement without Ethos Equestrian, LLC's written consent shall be void and of no force and effect.

16. **Entire Agreement:** This contract represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Idaho and shall be enforced and interpreted in accordance with the laws of said State.

17. **Enforceability of Contract:** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

18. **Limitation of Action:** Any action or claim brought by OWNER against Ethos Equestrian, LLC for breach of this Contract or for any loss must be brought within 1 year of the date of such claim or loss occurs. This clause shall not affect any statute of limitations applicable to Ethos Equestrian, LLC.

19. **Counterparts and Facsimile Signatures:** This agreement may be executed in counterparts and when so executed such copies taken together shall be deemed to be a full and completed contract. Facsimile signatures shall be binding.

20. **Interpretation of Agreement:** OWNER agrees that OWNER and Ethos Equestrian, LLC are of equal sophistication, and this agreement shall not be interpreted as if Ethos Equestrian, LLC is the drafter of this agreement. OWNER acknowledges that OWNER has been given an opportunity to have this agreement reviewed by OWNER's legal counsel.



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Signature of Owner/Seller/Principle (or authorized agent)

Date _____

Ethos Equestrian, LLC

Nadia Tanner, Owner/Operator

By:

Date _____