

BEARTOOTH BOARDING AND RIDING LLC

BOARDING AGREEMENT

THIS AGREEMENT is made by and between BEARTOOTH BOARDING AND RIDING LLC, with mailing address at 27 Beartooth Ranch Road, Columbus, Montana 59019 (BBR), and the undersigned boarder (Boarder).

FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. Agreement to Board. BBR and Boarder hereby agree that the horse(s) described in section 2 below and on appropriate attachments are hereby boarded with BBR on the terms and conditions stated in this Agreement. The term Boarder, if an individual, includes the spouse of the individual and their children under the age of 18.

2. Horse(s) Boarded. The following horse(s) (singly or collectively, the “Horse”) is owned by Boarder and is hereby boarded with BBR pursuant to this Agreement:

Horse A Name: _____ See horse attachment for Details
Horse B Name: _____ See horse attachment for Details
Horse C Name: _____ See horse attachment for Details
Horse D Name: _____ See horse attachment for Details
Horse E Name: _____ See horse attachment for Details
Horse F Name: _____ See horse attachment for Details

3. Term. The term of this Agreement is month to month, beginning on _____, 20___. This Agreement may be terminated by either party on thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, this Agreement may be immediately terminated by BBR for any of the following reasons:

- a. If the health condition of the Horse jeopardizes the health of other horses;
- b. If Boarder or Boarder’s guests fail to comply with the rules and regulations of BBR; or
- c. If the Horse injures, or poses a risk of injury to, persons or other horses.

4. Boarding Fees. Horse will be boarded as described on individual horse attachment(s). Boarder agrees to pay the fees and charges for boarding the Horse set forth on the Boarding and Service Fees schedule executed concurrently with, and incorporated into, this Agreement (to which the terms and provisions of this Agreement apply), as amended from time to time. All fees are due on the first of each month, and if not paid by the 5th of the month, a late payment fee noted in the Rules (defined below) will be due. Any fees or other costs or charges due under this Agreement which are not paid within five days after they are due shall bear interest at 10% per annum until paid. All boarding and special service fees are subject to change

by BBR upon thirty (30) days notice to Boarder. Upon execution of this Agreement, Boarder will pay the first and last month's boarding charges for the Horse.

5. Boarding Services. BBR will provide the following services to Boarder's Horse, as selected by Boarder: (a) stalled or penned horses: a 12' x 12' or larger box stall, or open pen of same dimension; daily feedings of hay, fresh water, regular stall/pen cleaning; or (b) paddock/pasture and free range horses: fresh water, adequate feeding to maintain horses weight (either pasture or hay). Any special feeding requirements (grains, supplements, medications) are considered a special service and will be charged for accordingly. Boarder is solely responsible for exercising of their Horse.

6. Other Charges. Boarder understands that training, lessons, veterinarian service, worming, exercising, transportation, farrier service, show fees, medications, grain and/or supplement feeding and any other special services are not covered by the boarding fees, and are additional costs which will be paid by Boarder.

7. Guests. Boarder may, subject to such limitations and requirements as BBR may establish from time to time, bring guests to the BBR premises. All guests must execute and deliver to BBR a Release and Indemnity form before they may have any access to any of the horses or areas of operation of BBR. Boarder is responsible for their guest(s) obeying rules.

8. Rules. Boarder agrees to abide by all rules established by BBR, which may change from time to time ("Rules"). It is the responsibility of the Boarder to stay up to date on the Rules which will be kept posted in the Boarders Lounge. Upon violation of any of the Rules by Boarder or Boarder's guests, BBR has the right to immediately terminate this Agreement, and Boarder must submit full payment of any outstanding fees within 72 hours of termination. Boarder's Horse(s) will not be released to Boarder until payment is received. Upon termination of this Agreement, Boarder agrees to pay the existing charges due under this Agreement, prorated on a per day basis, for the care and feeding of each Horse until all fees are received in full and the Horse(s) are removed from BBR property. Any unused portion of the last month's rent paid by Boarder upon execution of this Agreement will be applied toward Boarder's outstanding fees at the termination of this Agreement.

9. Riding Privileges. Riding on BBR premises is a privilege, and not a right. BBR reserves the right to limit or suspend all or any portion of the riding privileges on BBR premises at any time. Notice of any such action may be given orally or in writing, and will be effective as determined by BBR.

10. Shoeing and Worming. (a) Boarder is responsible for maintaining reasonable care of Horse's feet and will maintain a consistent schedule of shoeing and/or trimming. Boarder may use any farrier they chose. If Boarder does not, in the opinion of BBR, maintain the Horse's hooves appropriately, BBR will notify Boarder and Boarder will be given one (1) week to remedy the situation to BBR's satisfaction. If Boarder does not have the situation remedied, BBR will have a farrier of its choice attend to the Horse(s) at Boarder's expense, and Boarder will pay any BBR service costs.

(b) BBR requires a minimum worming schedule that the Boarders are expected to abide by for all horses. Boarder must worm the Horse(s) and provide proof of worming prior to the day(s) BBR performs the worming. BBR will post schedule for worming by a veterinary. It is the responsibility of the Boarder to know the worming schedule. If Boarder doesn't do this and worming is deemed necessary by the BBR, after informing the Boarder, it will be done by BBR and the cost of worm medicine and the labor to accomplish worming paid by Boarder.

(c) All farrier and worming expenses and BBR labor shall be paid by Boarder.

11. Veterinary Care. Boarder will provide, prior to the time of delivery of Horse to BBR, proof of a health exam and statement from a certified Veterinary (within past 90 days) that the horse is in good health and free from infectious disease as well as a negative test result for EIA (Equine Infectious Anemia)/Coggins Disease. Boarder agrees to provide evidence to BBR of current (within one year) immunizations for the Horse, or to have Horse immunized for West Nile Virus, Eastern/Western Encephalitis (Sleeping Sickness), Flu and Rhino before arrival at BBR. To the best of Boarder's knowledge, the Horse has not been exposed to any contagious disease for two weeks prior to boarding.

Boarder agrees to have Horse immunized, at Boarder's expense, according to the immunization schedule established by BBR. If the Horse has not been immunized and acceptable proof provided to BBR by the scheduled dates, BBR will have the Horse immunized by a veterinarian chosen by BBR. Boarder will be billed for the veterinarian charges as well as BBR's labor charge.

12. Emergency Care. BBR agrees to attempt to contact Boarder if BBR believes that medical treatment is needed for Horse. IF BBR IS UNABLE TO CONTACT BOARDER, BOARDER HEREBY AUTHORIZES BBR TO SECURE EMERGENCY VETERINARY AND/OR FARRIER CARE, TRANSPORTATION, MEDICATION, OR OTHER SERVICES REQUIRED, IN BBR'S JUDGMENT, FOR THE HEALTH AND WELL-BEING OF HORSE, INCLUDING BUT NOT LIMITED TO SURGICAL CARE IN THE EVENT OF COLIC OR OTHER LIFE THREATENING ILLNESS OR ACCIDENT, OR TO EUTHANIZE THE HORSE IN SITUATIONS DEEMED NECESSARY OR ADVISABLE BY BBR. All costs of such care shall be paid by Boarder within 15 days from the date Boarder receives notice thereof. BBR is authorized, as Boarder's agent, to arrange direct billing to Boarder for such services. In the event of death of the Horse, Boarder is responsible for costs incurred to properly dispose of the Horse.

13. Boarder's Tack and Horse Trailer. Boarder may store a reasonable amount of Boarder's tack on the premises of BBR, as directed by BBR, at no additional charge to Boarder. Boarder may also store one horse trailer owned by Boarder on the premises of BBR, in an area or areas designated by BBR, and additional trailers for a fee. BBR shall not be responsible for the theft, loss, damage, destruction, or disappearance of any tack, horse trailer, or other property stored or present on the premises of BBR, and all such property is stored at the Boarder's risk. Boarder shall install a lock on the hitch of any horse trailer stored on BBR property. BBR shall not be liable for the theft, loss, damage, destruction, or disappearance of any tack, horse trailer, or other property taken to horse shows, clinics, or other events.

14. Risk of Loss. During the time that the Horse is in custody of BBR, BBR shall not be liable for any sickness, disease, stray, theft, death, or injury suffered by the Horse by any cause or action whatsoever arising out of or being connected in any way with the facilities, boarding or riding of the Horse. This includes, but is not limited to, any injury or disability incurred by Horse while on BBR's premises. Boarder agrees to reimburse BBR for any reasonable attorney and paralegal fees and costs incurred in the defense of any action caused by or arising from the conduct of Boarder, Boarder's Horse, or Boarder's guests. Boarder fully understands that BBR does not carry any insurance on any horses not owned by BBR for boarding or for any other purposes, and that all risks connected with boarding, handling and riding Horse or for any other reason for which the Horse is in the possession or on the premises of BBR, are to be borne by Boarder. Boarder is therefore strongly encouraged to carry reasonable insurance on the Horse for public liability, accidental injury, mortality and theft. THE STANDARD OF CARE APPLICABLE TO BBR IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL BBR BE HELD LIABLE TO BOARDER FOR EQUINE DEATH OR INJURY IN ANY AMOUNT.

15. Beartooth Lien Rights. Boarder is put on notice, and understands, that BBR has an agister's lien, as set forth in the law of the state of Montana, for the amount due for the board and keep of the Horse. BBR shall have the right to assert the lien and to have the Horse sold to satisfy the lien, in accordance with Montana law. BBR may retain possession of the Horse until the sums secured by the lien are paid in full. Boarder will continue to be billed the monthly boarding fee until all monies due BBR have been satisfied and the Horse has been removed from the property.

16. Insurance. Boarder is strongly encouraged to carry reasonable insurance on the Horse for public liability, accidental injury, mortality, theft, and any other issues for which Boarder desires to insure. Boarder is also strongly encouraged to carry reasonable insurance on any tack or horse trailer of Boarder stored on BBR premises. Boarder waives all rights of recovery against BBR for any loss, damage, injury or other liability, and all insurance carriers of Boarder shall be bound by this waiver and shall not have any right of subrogation against BBR. BOARDER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO BOARDER'S INSURANCE COMPANY AND TO PROVIDE BBR WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT BOARDER'S RISK.

17. Default. Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement by giving written notice of termination to the other party. If Boarder fails to pay boarding fees or other costs or charges due under this Agreement, Boarder agrees to reimburse BBR for its attorney and paralegal costs and expenses relating to such failure. BBR shall have all remedies available to it under this Agreement or at law for enforcement of Boarder's obligations under this Agreement. Boarder may not remove the Horse from BBR's property until all of Boarder's obligations have been met.

18. Assignment. This Agreement shall not be assigned by Boarder.

19. Notice. Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated on the first page of this Agreement. A party wishing to change his designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection of or refusal to accept notice, or the inability to deliver notice because of a change in address of which no notice was given, shall be deemed to be receipt of the notice.

20. 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 an 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.

21. Limitation of Liability. Boarder understands, acknowledges, and accepts that under Montana statutory law, an equine sponsor or professional, such as BBR, is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent

in equine activities, and that an equine participant, such as Boarder, has a duty to act in a safe and responsible manner at all times to avoid injury to the participant and others, and to be aware of risks inherent in equine activities. [MCA §§27-1-725 through 728] Boarder and all Boarder's guests must sign a Release and Indemnity of BBR prior to taking part in any activity on the premises of BBR, including but not limited to riding, grooming, feeding, or otherwise interacting with any horse.

22. Time and Binding Effect. Time is of the essence of this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

23. Entire Agreement. This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, understandings and agreements, if any, relating to the Property. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

24. Governing Law. This Agreement has been made in, and shall be governed by the laws of, the state of Montana.

Dated: _____, 20__.

BBR: BEARTOOTH BOARDING AND RIDING LLC

By: _____
Authorized Signatory

BOARDER:

NOTE: All registered owners of Horse must sign.

Boarder Signature: _____

Name (print): _____

Boarder Signature: _____

Name (print): _____

If Boarder is an entity, name of entity: _____

If Boarder is an entity, signer's capacity: _____

BEARTOOTH BOARDING AND RIDING LLC

BOARDING AGREEMENT

ATTACHMENT for HORSES

Owner's Name: _____

Horse Name: _____ Registered Name _____

Breed _____, Mo/Yr of Birth ____/____, Height _____ hands

Registration No. _____ Markings, if any _____

Sex _____ Color _____

Behavioral History: Disclosure of known behavior is extremely important for the safety of your horses, other horses, and those caring for or coming in contact with the horses.

Circle any that pertains to this horse:

Cribs weaves rears bites bolts kicks spooks easily Tends to be dominate horse in a group

OTHER behaviors, good or bad _____

MEDICAL and VACCINATION HISTORY OF HORSE:

Date of last worming: _____ Type used: _____

Encephalomyelitis (sleeping sickness), Eastern & Western Strains Date: _____

Date of last vaccinations etc: West Nile _____ Rhino _____ Flu _____

Veterinary Coggins Test attached: _____ Health Certificate attached: _____

5 Way Vaccination proof attached: _____

Other _____

Health Issues:

Colic: _____ Frequency: _____

Founder: _____ When: _____

Other: _____ Description: _____

Allergies if known: _____

INSURANCE

Is horse insured?: _____ Insurance Carrier: _____

Policy # : _____ Carrier's Address: _____

Insurance Phone for emergencies: _____

Owner's Signature: _____ Date: _____