

HORSE CARE AND TRAINING AGREEMENT

This Horse Care and Training ("Agreement") is entered into this ___ day of _____ 20___, by and between Nell Tekampe Performance Horses, LLC ("NTPH") and the Owner of the horse described below.

1. Horse For Care and Training: Owner is the owner of, or otherwise authorized to enter into this Agreement, for care and training services rendered to the following described Horse ("Horse") (If more than one horse is placed for care and training, the following information is provided for each horse as an attachment hereto and referenced herein collectively as "Horse"). In the event Owner requests and NTPH agrees to either replace this Horse with another, or add additional Horse(s) to this Agreement, the terms of this Agreement will apply to each and every such Horse whether or not a separate Agreement is signed by Owner for each one.

Registered or Show Name: _____

Barn Name (if different): _____

Color: _____ Breed: _____

Markings: _____ Sex: (circle one) (Gelding) (Stallion) (Mare)

Year of Birth: _____ Registration No.: _____

2. Care and Training Fee: NTPH agrees to provide care and training services for Owner's Horse at the facility located at 2604 280th Ave, Salem, WI 53168, ("Facility") subject to the terms and conditions of this Agreement and in consideration of the sum of \$ _____ per month (or \$ _____ per day) for each Horse ("Care and Training Fee") paid by Owner to NTPH on or before the 10th day of the month for which the services are provided, unless otherwise agreed to in writing by and between NTPH and Owner. NTPH agrees to provide the customary horse care services at the Facility including an assigned stall, stall cleaning, water, hay, grain, turnout (weather permitting) and any additional agreed upon services by and between Owner and NTPH. NTPH is granted sole discretion to determine the Horse's training services based on criteria including, but not limited to, the Horse's demonstrated training needs, Owner's stated goals for the Horse, and NTPH's evaluated best interest of the Horse. Owner understands and agrees that the Care and Training Fee remains due and owing under the terms of this Agreement regardless of whether the Horse is injured, ill, temporarily relocated, or for any other reason unavailable for NTPH to provide Care and Training Services unless and until this Agreement is terminated pursuant to the terms of this Agreement.

3. Late or NSF Payment: . Owner understands and agrees that any Care and Training Fee paid after the 7th day of the month due may be increased by \$25.00 per Horse for every seven (7) calendar days thereafter the Care and Training Fee remains unpaid as a discretionary late fee. If Owner fails to pay any amount due for more than thirty (30) calendar days from the date due, NTPH may immediately accelerate all other amounts due under this Agreement. Any payment rejected for insufficient funds entitles Stable to collect from Owner, in addition to the Care and Training Fee, the late fee, statutory interest, applicable bank fee or other financial penalty for the Owner's failed payment, as well as attorneys' fees incurred to collect the unpaid amount due.

4. Trailing Services: Owner understands and agrees that the Horse will be transported by NTPH from time to time as necessary for schooling, showing, veterinarian care, and other events in NTPH's sole discretion. Owner releases NTPH and the other Released Parties (defined below) for injuries to or death of the Horse or the damage or loss of property (collectively "Property Loss") during transport and/or in the loading, unloading, or transporting of the Horse regardless of whether Released Parties assisted in the transport, loading, or unloading. Released Parties' maximum liability, if any, for the death of, injury to, or damage to, the Horse, any Property Loss, and any costs related to or arising out of the delay in the transportation of the Horse, shall be Five Hundred Dollars (\$500.00) collectively. Owner agrees Released Parties shall not be responsible for the behavior of the Horse to itself or another animal such as biting, kicking, goring, or smothering, or for loss or damage arising from the condition of the Horse or which results from the Horse's behavior, which risks are assumed by Owner. Owner agrees to remain solely financially responsible for any damage caused to NTPH's trailer resulting from loading, unloading, or transporting, the Horse and to either repair any such damage within 30 calendar days of its occurrence or reimburse NTPH within 30 calendar days of any such damage repairs made. Transportation service will not be performed where conditions of roadways, streets, alleys or premises over which vehicles must operate are such that, in NTPH's judgment, render it impractical or unsafe to operate or navigate.

5. Termination Notice: Any termination of this Agreement by Owner shall be in writing and delivered to NTPH on or before the first day of the month prior to the month of the termination date (ex. By Feb.1st for any March termination date) at the Facility address. NTPH reserves the right to terminate this Agreement for any reason by thirty (30) calendar days' written notice to Owner either by regular mail, electronic mail, or by hand delivery at the addresses provided below in this Agreement for any reason or no reason whatsoever. Any and all outstanding Care and Training Fee

must be received by NTPH on or before the termination date or the Horse may not be removed from the Facility and NTPH shall retain its lien on the Horse, as more fully provided in paragraph 6 below, until the amount due is satisfied. NTPH reserves the right to terminate this Agreement with written notice to Owner for any reason NTPH determines, in its sole discretion, to be an exigent circumstance including, but in no way limited to: the Horse's health or condition, the Horse's dangerous or destructive propensities, or Owner's undesirable behavior. Owner shall remove the Horse within forty-eight (48) hours of receipt of the termination notice unless otherwise agreed to in writing with NTPH. Notice by electronic mail or hand delivery is considered received the same day as the date of the notice, overnight mail is considered received the next day after the date of the notice, and regular mail is considered received three (3) days (not including Sundays or holidays) after the date of the notice. Prior to removing the Horse, Owner shall pay any fees incurred up to the date of termination and any fees owing for additional days until Owner removes the Horse from the Facility. Any personal property left at the Facility after the termination date shall immediately become the property of NTPH. Upon Owner's payment in full of all amounts owed to NTPH, this Agreement is terminated, unless otherwise provided herein.

6. Lien: Owner grants NTPH a lien upon, and security interest in, the Horse and Owner's other personal property stored at the Facility, to secure payment of all obligations and amounts due under this Agreement after any amount(s) remain unpaid for at least sixty (60) calendar days including, but not limited to the Care and Training Fee, interest, financial institution penalties for a payment failure, veterinarian care, farrier services, and any and all additional fees incurred by NTPH on behalf of Owner. Owner understands and agrees that, pursuant to Wisconsin law, Owner is shall pay NTPH any fees, costs, or charges (collectively "Fees") related to or arising out of the enforcement of the lien including, but not limited to those for, consignment, sale listing, auction, transportation, stabling, and attorneys' fees and costs, and that such Fees shall be included in the amount of the lien. NTPH may retain physical possession of the Horse and Owner's other personal property stored at the Facility until the lien amount is satisfied or otherwise ordered by a Court of competent jurisdiction. This Agreement shall constitute sufficient evidence to third parties, including law enforcement, of the existence of the lien and NTPH's right to retain possession of the Horse and Owner's other personal property stored at the Facility, until the lien is satisfied. Owner understands and agrees that NTPH may sell the Horse and Owner's other personal property at public or private sale or take ownership of the Horse and Owner's other personal property to satisfy the lien amount after demand for payment is made to Owner and with notice to Owner of the sale. Owner agrees that this constitutes a commercially reasonable sale and commercially reasonable notice shall be ten (10) calendar days by mail to the address provided below, electronic mail to the address provided below, or hand-delivery. In the event of such sale or acceptance of ownership to satisfy the lien, this Agreement shall constitute a legally enforceable Bill of Sale for any purposes a Bill of Sale is required (i.e. transferring ownership, registration, etc.). In the event the sale of the Horse does not secure a sufficient price to satisfy the amounts due under this Agreement, Owner shall pay NTPH the balance due. The lien and other obligations of Owner in this paragraph shall survive the termination of this Agreement

7. Emergency Care: NTPH is authorized, but not obligated, to secure veterinary (including such veterinary care as may be necessary, in NTPH's sole discretion, to protect the life or health of the Horse or other horses in NTPH's care under unusual or emergency circumstance), farrier, transportation, and any other services required for the health, well-being, and/or other benefit of the Horse. NTPH agrees to make reasonable efforts and attempt to contact Owner upon notice of the illness or injury, but, in the event the Owner cannot be reached, NTPH is authorized to secure the care authorized by this paragraph. NTPH is further authorized, but not obligated, to secure emergency medical attention for Owner. NTPH agrees to make reasonable efforts to notify Owner's emergency contact, but NTPH cannot guarantee such contact will be successful prior to securing medical attention for Owner or the Horse. Owner shall be responsible for the costs of all such services for Owner and/or Horse and said costs shall be paid by Owner under the same terms and at the same time as the Care and Training Fee. The lien authorized by paragraph 6 above shall extend to the care provided under this paragraph if paid by NTPH. NTPH is authorized to arrange billing of such services directly to the Owner.

IN THE EVENT THE HORSE REQUIRES SURGERY BY A VETERINARIAN FOR COLIC OR OTHER LIFE-THREATENING ILLNESS, AND OWNER CANNOT BE REACHED, THE VETERINARIAN SHALL BE INSTRUCTED AS FOLLOWS ON BEHALF OF OWNER WITH REGARD TO SURGERY AND RELATED CARE FOR THE HORSE:

- AUTHORIZED BY OWNER**
- NOT AUTHORIZED BY OWNER**

Initial _____

Owner agrees to notify NTPH of any and all change of addresses, emergency telephone numbers, itineraries or 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 NTPH 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.

8. Owner Representations/Warranties of Vaccinations/Health. Owner warrants that the Horse is free of all infectious, contagious, or communicable diseases upon delivery to the Facility, has a current negative Coggins taken by a licensed veterinarian within the current calendar year and will maintain a current negative Coggins at all times the Horse is boarded at the Facility, and is current on its de-worming and standard equine immunizations including rhino/flu, tetanus, West Nile Virus, East/West Encephalitis, and strangles, as well as EHV-1 and EHV-4 if NTPH so requires, and any additional vaccinations recommended by NTPH's veterinarian. Owner shall provide NTPH with proof of each prior to or upon delivery of the Horse to Facility or NTPH may require Owner to immediately remove the Horse from the Facility and this Agreement is terminated. Owner represents and warrants that the Horse has not been exposed to or demonstrated symptoms of equine strangles or EHV-1 or EHV-4 within the last thirty (30) calendar days. Owner represents and warrants that Owner will provide for the Horse's regular de-worming and seasonal vaccinations and will comply with NTPH's veterinarian's recommended vaccinations and any protocol in the event of a circumstance warranting a Facility-wide vaccination and/or treatment. Owner understands and agrees that NTPH is relying on Owner's representations and warranties in this Agreement as material conditions to entering into this Agreement and permitting Owner and the Horse access to and use of the Facility.

9. Rules/Release: Owner acknowledges receiving, reviewing, and understanding NTPH's rules and agrees to be bound by all of the terms and conditions contained therein including, but not limited to: anyone mounted on a horse must wear properly fastened ASTM/SEI approved headgear and appropriate riding footwear at all times while mounted. Owner agrees to execute NTPH's required Release, Waiver, Hold Harmless, Defend and Indemnification Agreement ("Release") and accepts responsibility for the execution of the Release by anyone riding or entering the NTPH facility for any reason whatsoever as Owner's guest, invitee, or for any other purpose.

10. Insurance: Owner has sole discretion and accepts sole responsibility for carrying mortality and major medical insurance coverage on the Horse and full and complete insurance on Owner and all Owner's personal property and understands and agrees that NTPH does not carry any such insurance.

11. Assumption of Risk, Waiver, Release, Hold Harmless, Defend, Indemnify: Owner understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively "equine"), including: (1) the propensity of an equine to behave in a way that may result in injury or death to a person on or near it (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine's reaction to a sound (ex.: doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, guns, etc.), movement or unfamiliar object (ex.: machinery, equipment, jumps, ground poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, construction material, etc.), person or animal (ex. leashed or unleashed dogs, wildlife, horses, etc.); (3) a collision with an object or another animal; (4) the potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability; and (5) natural hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.). Owner agrees that engaging in equine activities under this Agreement includes, but is in no way limited to, those defined in the Wisconsin Equine Activity Liability Act, as well as riding another's equine, petting, grooming, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Owner understands the injuries, death, loss, and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Owner is not relying on Released Parties to list all possible equine-related risks. Owner understands that Danielle (a/k/a Nell) Tekampe and Showtime Farms, LLC require the wearing of an ASTM/SEI-certified equestrian hard hat ("Hard Hat") for any Owner jumping fences. Owner understands and agrees that failing to wear a Hard Hat while engaged in Equine Activities increases the risk of serious injury and/or death. Owner is not relying on Released Parties to provide a Hard Hat, check a Hard Hat or its harness strap for proper fitting, or monitor the wearing of a Hard Hat at any time now or in the future. Regardless of whether or not Owner is wearing a Hard Hat, Owner agrees, on his/her own behalf and on behalf of his/her minor Owner, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for Owner's personal safety, to purchase and maintain Owner's own health and liability insurance, remain financially responsible for Owner's medical expenses, and waives Owner's right to any claims arising from participation in or observation of any Equine Activities, riding an equine owned by Owner or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property where equines are present, regardless of whether Owner's presence on such real property is related to equines or Equine Activities. The following shall be included as Released Parties under this Agreement: Danielle Tekampe, Showtime Farms, LLC, Nell Tekampe Performance Horses, LLC, and their respective spouse, family, heirs, agents, assigns, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively "Released Parties"). Owner agrees to release and hold harmless, defend and

indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively "Loss") incurred by Owner or to Owner's property, including the Horse, even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (except reckless or intentional misconduct).

12. Governing Law, Attorneys' Fees, Time Limitation and Jury Demand. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. All disputes relating to the interpretation and enforcement of the provisions of this Agreement shall be resolved exclusively by the state court located in Kenosha County, Wisconsin, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. Owner agrees that any and all claims and/or causes of action, for injury, death, property damage, breach of contract, or other claims or losses, by Owner against Released Parties, must be brought within one (1) year of the date of the occurrence or contract breach giving rise to such claim or loss. The prevailing party shall be entitled to recover its attorneys' fees and costs incurred in enforcing the terms of this Agreement and/or in defending or prosecuting any such claims or causes of action. The Parties agree to waive a jury for any claim relating to this Agreement.

13. Liability Limits: In no event shall the Released Parties be held liable to Owner for personal property Loss, including equine death or injury, in excess of five hundred dollars (\$500) per horse. Owner agrees to obtain insurance for any horse valued in excess of five hundred dollars (\$500), at owner's expense, and forego any claim for amounts in excess of five hundred dollars (\$500). Owner agrees to disclose this entire agreement to Owner's insurance company and provide NTPH with the company's name, address and policy number. Failure to disclose insurance information is at Owner's risk.

14. Bound Parties: This Agreement shall inure to the benefit of, and shall be binding on Owner, his/her spouse, heirs, beneficiaries, parents, relatives, agents, assigns, successors, estates, guests, visitors, or other invitees.

15. Entire Agreement/No Waiver/Severability/Modification. This constitutes the entire Agreement between the parties and is not assignable. If NTPH terminates or relocates the business, NTPH will provide Owner thirty (30) calendar days' written notice to remove the Horse from the Facility (unless other arrangements are made in writing by and between Owner and NTPH), this Agreement shall be deemed terminated, and NTPH shall be released from and held harmless for any further obligations under this Agreement. No delay or failure by NTPH to exercise any right or remedy under this Agreement shall be deemed a waiver of that right or any other term of the Agreement. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Agreement can only be modified in writing signed by Owner and Danielle Tekampe.

16. Voluntary Execution: Owner understands the legal significance of this Agreement and has consulted (or had the opportunity to consult) with legal counsel concerning the terms and conditions of this Agreement before executing it. By signing below, Owner agrees to all the terms contained in this Agreement and further acknowledges that he/she/it is not acting in reliance upon oral promises or statements from any person whatsoever, and that he/she/it enters into this Agreement voluntarily and of his/her/its own free will.

Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.

Date: _____ Owner's Printed Name: _____

Owner's Signature (parent/legal guardian if Owner is a minor): _____

Address: _____

Phone: _____ E-Mail: _____

Emergency Contact (for Owner): _____ Phone: _____

Emergency Contact (for Horse): _____ Phone: _____

Veterinarian Contact: _____ Phone: _____

Farrier Contact: _____ Phone: _____

Date: _____

Nell Tekampe Performance Horses, LLC
By: Nell Tekampe, as its Manager
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