

**SHOWTIME FARMS, LLC'S BOARDING STABLE AGREEMENT AND LIABILITY RELEASE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

This Showtime Farms, LLC's Boarding Stable Agreement and Liability Release ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Showtime Farms, LLC ("Stable") and the undersigned owner or authorized boarder of the boarded horse described below (collectively "Owner").

1. **Horse Boarded.** The terms and conditions of this Agreement apply to the following described horse ("Horse") (If this horse is replaced by Owner, or Owner boards more than one horse with Stable, this Agreement shall apply to each and every horse whether or not a separate Agreement is completed for each horse).

Name: _____ Breed: _____ Gender: _____
Color: _____ Year of Birth: _____ Registration/Tattoo #: _____

For good and valuable consideration, and Owner having inspected the Stable facility located at 2604 280th Ave, Salem, WI 53168, ("Facility") and satisfied with the Facility condition, Owner and Stable agree as follows:

2. **Billing.** Subject to the terms and conditions hereinafter set forth, and in consideration of the sum of \$_____ per month for Pasture Board (defined below) or \$_____ per month for Stall Board (defined below) per Horse (collectively "Boarding Fee") paid by Owner to Stable on or before the 1st day of each month (as payment for that month's Boarding Fee), Stable agrees to board the Horse at the Facility, and provide the services included in the board type (Pasture or Stall) selected by Owner. The terms of this Agreement, including the Boarding Fee, may change at Stable's discretion at any time with thirty (30) calendar days' notice to Owner by mail to Owner's address provided below and/or posting at the Facility. Owner understands and agrees that any Boarding Fee paid after the 7th day of the month due may be increased by \$25.00 per Horse for every seven (7) days thereafter the Boarding 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, Stable 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 Boarding 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. Owner understands and agrees that the Boarding 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 Stable to provide the agreed upon services unless and until this Agreement is terminated pursuant to its terms.

Owner selects the following board type: (choose one and initial):

- Pasture Board includes water, hay, and group turnout (weather permitting). **Initial: _____**
- Stall Board includes an assigned stall, stall cleaning, water, hay, grain, turnout (weather permitting). **Initial: _____**

Security Deposit. A security deposit of \$_____ ("Security Deposit") is due upon execution of this Agreement. Owner agrees that this Security Deposit may be retained pursuant to the terms and conditions provided in this Agreement. Owner understands and agrees no interest will be paid to Owner on the Security Deposit. The Security Deposit may be applied at Owner's request to the last month's Boarding Fee due under this Agreement or returned to Owner within thirty (30) calendar days of the termination of this Agreement, unless it is applied to repair or replace damage caused by the Horse or otherwise forfeited under the terms of this Agreement.

3. **Feed/Facilities/Services/Instruction.** Stable agrees to provide the customary care ordinarily provided by boarding operators in Wisconsin and only those services provided by Stable to other boarders, unless otherwise agreed between Owner and Stable in writing. The standard of care applicable to Stable is that of ordinary care of a prudent horse owner and not as a compensated bailee. Stable shall not be required to provide any other care for the Horse. Additional services are available (i.e. feeding owner provided supplements \$15/mo., turnout blankets, boots, etc. \$30/mo., trailer parking \$15/mo.) may be provided upon Owner's written request and the charges therefore are as posted and otherwise made available at the Facility and are subject to change at Stable's discretion. Owner understands and agrees that the Horses on Pasture Board, and Horses on Stall Board that are not on individual turnout, will be turned out in a group pasture with other horses selected at Stable's sole discretion. Owner understands and agrees that normal horse behavior upon introduction to a herd may include biting, kicking, running, bumping, pushing, and other conduct by the Horse and other horses that may cause injury to the Horse, Owner, and/or others in or near the pasture. Owner understands and agrees not to feed any horse, including Owner's horse while in a group pasture and take all available care in removing the Horse from a pasture. While reasonable precautions will be taken to minimize the risk of injuries, Owner understands and agrees that not all injuries can be prevented and Owner agrees to hold Stable and other Released Parties (defined below) harmless from such risk and resulting injuries or other Loss (defined below) to the Horse,

other horses, Owner, or anyone else in or near the pasture. Owner understands and agrees that horseback riding instructors are providing services at Facility at Stable's direction and no outside trainers or instructors are permitted to instruct riders or train horses at the Facility.

4. **Lien.** Owner grants Stable 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 Boarding Fee, interest, financial institution penalties for a payment failure, veterinarian care, farrier services, and any and all additional fees incurred by Stable on behalf of Owner. Owner understands and agrees that, pursuant to Wisconsin law, Owner shall pay Stable 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. Stable 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 Stable'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 Stable 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 Stable the balance due. The lien and other obligations of Owner in this paragraph shall survive the termination of this Agreement.

5. **Termination Notice.** Any termination of this Agreement by Owner shall be in writing and delivered to Stable 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. Stable 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 Boarding Fee must be received by Stable on or before the termination date or the Horse may not be removed from the Facility and Stable shall retain its lien on the Horse, as more fully provided in paragraph 4 above, until the amount due is satisfied. Stable reserves the right to terminate this Agreement with written notice to Owner for any reason Stable 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 Stable. 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 Boarding Fee incurred up to the date of termination and 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 Stable. Upon Owner's payment in full of all amounts owed to Stable, this Agreement is terminated, unless otherwise provided herein.

6. **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 Stable so requires, and any additional vaccinations recommended by Stable's veterinarian. Owner shall provide Stable with proof of each prior to or upon delivery of the Horse to Facility or Stable 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 Stable'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 Stable 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.

7. **Barn Rules/Hard Hat Agreement/Release/ Photo Release.** Owner acknowledges receiving, reviewing, and understanding Stable's rules and regulations, agrees to be bound by all of the terms and conditions contained therein, understands that the rules may be amended from time to time by Stable, and agrees to strictly comply with the Stable rules currently in existence and as may be amended. Owner understands and agrees that Stable recommends that anyone riding, handling, working with, or while near horses should wear properly fastened ASTM/SEI approved equestrian activity hard hat

("Hard Hat"). Owner understands and agrees that Stable requires the wearing of a Hard Hat for anyone jumping fences. Owner agrees to execute Stable's Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement and Stable's Hard Hat Agreement and Liability Release (collectively "Release") and accepts responsibility for the execution of the Release by anyone riding Owner's Horse, anyone invited by or visiting Owner, or otherwise accompanying Owner to or at the Facility for any reason whatsoever ("Owner's Guest") whether or not related to equine activities. Owner grants permission for Released Parties to use Owner's photograph and video depictions in any format regarding Stable's activities.

8. **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 Owner's personal property and understands and agrees that Stable does not carry any such insurance for these purposes.

9. **Warranty Disclaimer/Indemnification/Defend/Release/Hold Harmless.** Showtime Farms, LLC, Nell Tekampe Performance Horses, LLC, Danielle (a/k/a Nell) Tekampe, and their respective spouse, family members, heirs, agents, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, partners, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively "Released Parties"), shall not be liable for any illness, injury, death, or any other loss (collectively "Loss") to Owner, Owner's personal property, Owner's Guests, and/or the Horse, related to or arising out of equestrian activities including, but not limited to, horse boarding, handling, transporting, training, or other services provided by Stable, regardless of whether caused by the negligence or other wrongdoing (except if reckless or intentional) of Owner, Owner's Guests, the Horse, Released Parties or other third party, and whether incurred on or off the Facility property. Owner understands and accepts the risks of engaging in equine activities, including, but not limited to, (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; (2) the unpredictability of an equine's reaction to a sound, movement or unfamiliar object, person, or animal; (3) a collision with an object or another animal; (4) the potential of 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. Owner understands and accepts these risks exist even while not engaged in equine activities. This Agreement does not in any way limit Stable's immunity created under Wisconsin Statute sections 895.481 *et seq.* and 895.525. Owner agrees for Owner and on behalf of Owner's Guests that no warranties or representations as to the condition or safety of the Facility have been made and Released Parties shall not be liable for any personal injury or damages to Owner or Owner's Guests, or their respective personal property, whether caused by Released Parties' negligence or without fault (unless caused by Released Parties' intentional or reckless misconduct) occurring at the Facility. Owner agrees to indemnify, defend, release, and hold Released Parties harmless for any Loss of Owner or Owner's Guests at the Facility, or in any way related to Owner, Owner's Guests, or the Horse at the Facility (unless caused by Released Parties' intentional or reckless misconduct).

10. **Emergency Care.** Stable is authorized, but not obligated, to secure veterinary (including such veterinary care as may be necessary, in Stable's sole discretion, to protect the life or health of the Horse or other horses in Stable'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. Stable 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, Stable is authorized to secure the care authorized by this paragraph. Stable is further authorized, but not obligated, to secure emergency medical attention for Owner. Stable agrees to make reasonable efforts to notify Owner's emergency contact, but Stable 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 Boarding Fee. The lien authorized by paragraph 4 above shall extend to the care provided under this paragraph if paid by Stable. Stable 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 Stable 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 Stable 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.

11. **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 the Owner or Owner's Guests 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.

12. **Rules and Regulations.** Owner agrees to abide by all the rules and regulations of the Stable. Owner's prior written authority is required before anyone other than Owner may handle or remove the Horse from the Facility.

13. **Property in Storage on Stable's Premises and Trailer Parking Fee.** Owner may store certain tack and equipment at the Facility at no additional charge to Owner. Owner may park a horse trailer at the Facility for a \$15 monthly fee which shall be paid with the Boarding Fee and subject to the lien provided above. Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, equipment, trailer, or other property stored at Stable as it is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to Horse shows or clinics.

14. **Liability Limits.** In no event shall Stable or, other Released Parties, be held liable to Owner for equine death or injury or other personal property loss of Owner or Owner's Guests in excess of five hundred dollars (\$500). Owner agrees to disclose this Agreement to Owner's insurance company and provide Stable with the company's name, address and policy number. Failure to disclose insurance information is at Owner's risk.

15. **Entire Agreement/No Waiver/Severability/Modification.** This constitutes the entire Agreement between the parties and is not assignable. If Stable terminates or relocates the business, Stable 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 Stable), this Agreement shall be deemed terminated, and Stable shall be released from and held harmless for any further obligations under this Agreement. No delay or failure by Stable 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. **Owner Certification.** By signing below, Owner certifies that he/she has read and understands the terms of this Agreement, has the authority to enter into this Agreement, understands and agrees that he/she has alternative horse boarding facilities to choose from, and voluntarily agrees to be bound by all of the terms and conditions contained herein.

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: _____

Showtime Farms, LLC, by Nell Tekampe, as its Manager
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