

MICHELE MARSHALL PERFORMANCE

Michele & Seth Marshall – Michele Marshall Performance Horses – Brenda Moore

25705 S. 4230 RD Inola, OK 74036

TRAINING & BOARD Agreement - 2015

Date: _____

Horse Owner: _____

Address: _____

Phone: _____

Horse Name: _____

Breed: _____ Age: _____ M G S

Color: _____ Reg. _____

Other markings, brands, tatttos, etc.

Emergency Contact Information:

Is this horse insured? Yes No

If so, list insurance company: _____

Policy Number: _____

Phone: _____ Estimated value of horse: _____

This is page 1 of 3. Please review and sign pages 2 & 3 to complete training & board agreement with Michele Marshall Performance (MMP)

1) I, (name of Lessee) _____, hereby agree to enter a training & board agreement with Seth & Michele Marshall of Michele Marshall Performance Horses & Brenda Moore (hereinafter, MMP), for the purpose of housing my horse on their property. I agree to pay a rate of \$___- _____ per _____, payable in advance. I understand that the quoted sum is flexible and may be raised/adjusted at MMP discretion. I will be given 30 days notice before rate is adjusted.

Description of terms:

2) I do understand and agree that I shall make payment on the 1st day of each month. Contracts starting after the 1st, will be pro-rated for that month. Payment is considered late after the 5th of each month and can, at the sole discretion of MMP, incur a late fee of \$25. If payment is over 30 days late, legal action against the lessee may be taken. MMP has the right to place a lien on the horse(s) as set forth in the State of Oklahoma for the amount due. I also understand and agree that my possession of the horse(s) can only be re-obtained when I have paid in full to MMP the sum that is demanded by them for services rendered. I understand that failure to pay may result in termination of this agreement. All costs incurred collecting delinquent charges, attorney's fees and court costs shall be the responsibility of the owner of the horse(s).

3) I understand and agree that if I intend to terminate my lease that I will give a minimum of 15 days written notice to MMP of said termination date. I also understand and agree that if my horse(s) is (are) removed from the premises in the middle of the month that a full months board is still owed and no refund will be made. I understand that MMP withholds the right to terminate this agreement, for any reasons they see fit, and that I will be given 15 days written notice to remove my horse(s) from their facility.

4) I understand and agree that I will make payment to MMP for any damages done to their property, incurred by myself or by my horse(s), beyond reasonable wear and tear.

5) I do understand and agree that I will not hold the property owners responsible for any disease, illness, injury or death to my horse(s) or myself or to my friend(s), relative(s), or acquaintance(s) on MMP property incurred by water, electricity, snow, ice, hail, fire, building structure, building structure default, wind, act of carelessness, negligence, vandalism or misjudgment, or any other act of God. In addition, I have read and understand "The Inherent Risks of Equine Activity".

6) I understand that MMP shall not be liable for any injury to the horse(s) or damage to any property, including but not limited to, if said horse(s) escape from the enclosure or while on the property. I

understand that MMP may have horses and livestock on the property, IE: poultry, pork, cattle, sheep,...., and understand that MMP shall not be held liable for any injury or damage to myself, my property or my horse(s).

7) I do hereby give permission to MMP to call the above, designated veterinarian if need arises. I also understand that I will be contacted, if possible, in the event that MMP feel that a veterinarian is necessary, due to accident, injury, disease or illness and I also understand that all services rendered by the veterinarian will be at my expense, and that an extra charge will be added to the board if extra attention or care is necessary for my horse(s).

8) I understand and agree that I am responsible for the health and well being of my horse(s) I agree to provide health care documentation to MMP.

9.) I understand that if I am to bring in "outside" services or professionals, IE: instructors, trainers, exercise riders, that proof of their insurance must be provided to MMP and that MMP must be listed on their policy as "additionally insured". Documentation of their insurance must be given prior to their working on MMP property. MMP MUST approve of any equine professionals who will be working or evaluating horse(s) before they arrive. (Farriers, Veterinarians and Practitioners are excluded).

10.) I have read and agree to abide by all "Barn Rules. SEE ATTACHED Initial _____

11.) I understand that MMP has the right to isolate my horse if deemed necessary. I understand that I may request Special Accommodations for my horse. I understand that MMP withholds the right to determine placement of my horse(s) on the property, as necessary, for herd and pasture management. I understand that my horse(s) will/may be in sacrifice areas and/or stalls if needed and that their grazing pastures will/may be rotated. I understand that herd and pasture management changes will be posted by MMP on the information board. I understand that these changes may affect the care of my horse(s).

12.) I understand that MMP may hold events on the property and agree to abide by all event rules. I am aware that these events may affect the use of certain facilities on the property, IE: riding ring, round pen, pastures. I understand that events will be posted by MMP on the information board, within a reasonable time prior to the event.

Signature of Lessee/Boarder, Date

Michele Marshall – Michele Marshall Performance