HARDY FARMS, INC.
7215 N. LATSON ROAD - HOWELL, MI 48855 - (517) 548-1898

This BOARDING CONTRACT is made and entered on this _____ day of _____, 2007, by and between Marcia Deyoung, hereinafter designated "Manager, " and _____, hereinafter designated "Owner, " and if Owner is a minor, Owner's parent or guardian _____. Manager agrees to accept Owner's horse _____(gelding/mare), for boarding; and, it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, the Owner and the Manager mutually agree as follows:

1. Owner agrees that Manager, Hardy Farms, their agents and employees are not liable for death, sickness, injuries, sickness and/or accident, including consequential damages, caused to the horse, except of caused by the willful and wanton gross negligence of the manager. In addition, Owner agrees to hold Manager completely harmless and not liable for any injury whatsoever caused to the Owner, and/or any loss or damage to any personal property.
2. It is the responsibility of the Owner to carry full and complete insurance coverage on Owner, Owner's horse and all personal property.
3. Owner shall pay the Manager for Boarding services and fee's, as described below, This shall include the following:
   - STALL (BEDDING & CLEANING DAILY-Stall boarders get a locker for tack & equipment)
   - REGULAR FEEDINGS (GRAIN, HAY & WATER)
   - USE OF PASTURE & FACILITES – DAILY TURNING OUT

   Note: Worming is to be done by owner/vet every 2 months & additional services/charges not included in the board see the farms price list.
4. Boarding Rates: 40 Stall barn $325.00 /All other barns $275.00 / Pasture $200.00 per month, if you don't come on the 1st of the month it will be prorated by the day, unless the stall was on hold- then it's prorated from that date. A $25.00 NSF/Return check fee will apply. If your board is not current your horse is not allowed to leave Hardy Farms, Inc. property.
5. The boarding fee is due on the first (1st) of the preceding month, timely payments are strictly followed. A late fee of $25.00 will be charged after the first of the month up until the 15th of the month, after that it is a $50.00 late fee. In the event that payment is overdue by 90 days, Manager is entitled to a lien against the horse for the amount due and shall be entitled to enforce lien and sell the horse for the amount due according to the appropriate laws of the state. Included with each horses board is up to 3 flakes of hay in the stall in the evening, pasture horses eat what ever is out in the pasture, and up to 1 scoop of grain per feeding per day. Any thing over that will be an extra charge depending on how much over. A security deposit isn't required unless all the stalls are full then in order to hold the stall the board must be paid, to hold the stall.
6. Boarder/Owner warrants they have good and clear title, to said horse free from any liens or encumbrances.
7. The horse shall be free from infectious, contagious or transmissible disease. The following are required: negative Coggins Test within the current calendar year, current on spring & fall shots, a valid health certificate. Manager reserves the right to refuse horse within seven days of arrival if not in proper health.
8. Manager reserves the right to notify the Owner within seven days of horse's arrival if horse, in Manager's opinion, is deemed dangerous or undesirable for a boarding stable. In such case, Owner is responsible for removing horse within seven days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.
9. Regular veterinarian and farrier attention will be arranged by Owner, and shall be invoiced by veterinarian and farrier directly to Owner. In the event of sickness and/or accident to the horse, after reasonable efforts have failed to contact Owner, Manager has permission to contact a veterinarian for treatment.

10. If the horse dies, is sold, or upon **thirty (30) days written notice** to the Manager after this date_____, the Owner may terminate this Contract for any reason. In such case, the Manager shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this Contract is concluded.
11. Commencement of this Contract shall begin on _____, and be concluded on or about _____ and/or when Manager or Owner give thirty (30) days written notice to conclude the contract.
12. This Contract is non-assignable and non-transferable. In the case of the shut down of the stable, Manager will give Owner thirty (30) days notice and Manager will be held harmless.
13. Should either party breach this contract, the breaching party shall pay for other court costs and attorney's fees related to such breach.
14. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement. This contract is made and entered into the State of Michigan and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that individual clause is null and void.
15. When the Manager and Owner and Owner's parent or guardian, if Owner is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
16. I have read and will abide by the rules & regulations, and the Release of Liability I was given from Hardy Farms.

WARNING

Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or death of a participant in an equine activity resulting from an inherent risk of the equine activity.

_____ _____

Manager's Signature Owner's Signature (or authorized agent's)

_____ _____

Address & Telephone Number Owner's Parent/Guardian if owner is a minor

Amount Received: $_____ By: _____ Check#: _____ Cash_____