



BOARDING & FOALING OUT CONTRACT

This Boarding & Foaling Out Agreement is made and executed this _____ day of _____, 20____, between Gumz Farms, LLC, Kevin and Amy Gumz, hereinafter designated "Manager", and _____ hereinafter designated "Owner," and if owner is a minor, Owner's parent or guardian. Gumz Farms, LLC agrees to accept Owner's horse _____ Reg# _____ Year _____ Sex _____ Color _____ for Boarding & Foaling Out, and the Owner and Gumz Farms, LLC mutually agree to the following conditions:

1. Owner shall pay Gumz Farms, LLC the one-time foaling-out fee of \$375.00, payable at the signing of this contract, in addition to the board fees of:

Dry Mare, Barn Stall.....\$ 20.00 per day

Wet Mare, Barn Stall.....\$24.00 per day

which includes full stall or paddock care, bedding, and hay. The Mare Owner is charged the Dry Mare rate until the mare foals, then the Wet Mare rates apply from the day the mare foals until the Mare and foal leave the premises.

All Board, Mare, Foal and Veterinarians fees are to be paid before the mare leaves the premises. Foal tetanus anti-toxin vaccination and veterinarian health care instructions are extra.

2. In addition to the Boarding services, owner may choose additional services at an additional cost as indicated on the Foaling Form. Costs are subject to change. The services to be included in the foaling-out fee are also listed on the Foaling Form.

3. A Veterinarian's current health certificate and a health, worming, and immunization record are required and must be provided to Gumz Farms, LLC on the Mare Info Form before the horse is allowed on the premises. All horses require a current negative Coggins Test.

4. Boarding fees are due when the mare arrives, and on the First (1st) of each month thereafter, and timely payments are strictly enforced. If payment is overdue by 30 days, the contract will be terminated. The Owner must remove the horse immediately at the Owner's expense. Shall either party breach this contract; the breaching party shall pay the other party's court costs and all fees relating to the care of the horse.

5. Gumz Farms, LLC is responsible for their own safety and that of the Employees of Gumz Farms, LLC, and Owner is not liable for any injury or damage caused by owner's horse or foal.

6. Owner accepts full responsibility to carry full and complete insurance coverage on Owner, Owner's horse(s), and Owner's personal property. Owner agrees that Gumz Farms, LLC, and their Employees are not liable for the health, sickness, accident, theft, death and/or act of nature to Owner's horse(s). Owner agrees that Gumz Farms, LLC and their Employees are not liable for any injury and/or accident caused to owner and/or any loss, damage, and/or theft to owner's personal property caused by an injury and/or accident. . Gumz Farms, LLC is not liable for any or all gestation and/or foaling complications, both to the mare and/or to the foal, or to the sickness and/or death of the mare and/or foal pertaining to foaling or pre-foaling or post-foaling care. During outside turnout, the mare and/or mare and foal may be turned out in a small pasture/large lot with other broodmare(s) and/or /broodmare(s) and foal(s). The mare owner accepts all responsibilities for any injuries and/or death that may occur, either to the mare and/or mare and foal during turnout and/or to any time while on the premises of Gumz Farms, LLC.

7. At the time of delivery, and at Gumz Farms, LLC and/or Employee's discretion, if a horse seems sick, dangerous, or otherwise undesirable, then Gumz Farms, LLC and/or Employee has the right to not allow the animal on the premises and to refuse boarding the horse. Owner warrants that the horse shall be free of infectious, contagious, or transmissible disease.

8. Gumz Farms, LLC will use a Veterinarian of their choice as the Farm Veterinarian. The Owner will be responsible for regular Veterinarian and Farrier attention, will be responsible for expenses incurred, and expenses will be invoiced directly to the Owner. In case of an emergency, the Veterinarian will be contacted at Gumz Farms, LLC, and/or Employee's, discretion and the Owner will be contacted immediately. After reasonable efforts have been made to contact the Owner, Gumz Farms, LLC has permission to proceed with Veterinarian care and/or treatments. If, in the opinion of the Veterinarian, the horse needs to be isolated, the Owner gives the Gumz Farms, LLC permission to provide for the isolation and/or removal of the horse, and make arrangements for proper care. Gumz Farms, LLC will use a veterinarian and farrier of their choice to provide necessary care, unless Owner has requested his Veterinarian, _____ and his Farrier, _____ be used. If they are unavailable, Gumz Farms, LLC will contact the Farm's choice. Owner agrees to be responsible for all expenses, including transportation.

9. Owner acknowledges the fact that damages, injuries, accidents, and/or death can occur due to circumstances with the Owner's horse and/or due to circumstances with other horses and Owner takes full responsibility of any damages, injuries, accidents and/or death to their horse, themselves or their personal property while on the premises

10. This Boarding & Foaling Out Agreement is entered into in the Commonwealth of Kentucky and will be enforced under the laws of Kentucky. If any clause in this Boarding & Foaling Out Agreement is against Kentucky law, then that clause only shall be null and void. This Boarding & Foaling Out Agreement is non-assignable and non-transferable. This Boarding & Foaling Out Agreement represents the entire agreement between the parties. No other agreement or promise, verbal or implied, is enforceable unless stated in this written Boarding & Foaling Out Agreement. Gumz Farms, LLC, then it is binding on both parties. Gumz Farms, LLC and/or Owner may terminate this contract for any reason.

Boarding & Foaling Contract begins on _____, 20__.

Warning-Under Kentucky law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

Foaling Agreement Accepted by:

Horse Owner

Gumz Farms LLC

Date

Date

Mare Owner Contact Information

Name: _____

Address: _____

City, State/Province: _____

Zip: _____

Daytime/Work Phone: _____

Home/Evening Phone: _____

Fax: _____

Cell/Mobile: _____

e-mail address: _____