

**ROSE HILL FARM BOARDING CONTRACT**

THIS CONTRACT, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Rose Hill Farm, Inc., 2675 Rice Road, Lexington, KY 40510 (hereinafter "Farm") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter collectively "Owner").

**WITNESSETH**

In consideration of the following promises and mutual covenants, the parties hereto agree as follows:

1. **Agreement to Board.** Farm will board such thoroughbred horses (hereinafter the "Horse(s)) owned by Owner as Owner shall deliver to Farm, subject to the terms of this Contract. Owner agrees to provide Farm with information concerning the Horses to be boarded using the Farm Thoroughbred Boarding Letter, a copy of which, is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. **Board Rate.** Owner agrees to pay the current full time daily board rate charged by the Farm for each Horse for as long as each Horse remains in Farm's care and custody. The initial daily board rate charged is as set forth below. This rate may be changed upon one month's written notice to Owner.

\$ 35.00	Broodmares;
\$ 6.00	Sucklings;
\$ 35.00	Weanlings;
\$ 35.00	Yearlings;
\$400.00	Foaling Fee;
\$ 45.00	Yearling Sales Preparation (\$48.00 Last 30 days)
\$ 40.00	Stall Rest/Lay Ups

In addition to the board rates as shown above, Owner agrees to pay all expenses incurred in the proper care and maintenance of each Horse, including but not limited to such veterinarian, feed supplements, blacksmith, transportation and advertising charges as may be incurred for each Horse.

Owner shall immediately deliver a photocopy of The Jockey Club Certificate for the Horse to Farm.

Board and other expenses will be charged to Owner as of the date each Horse arrives at Farm, or is weaned, or on which sales preparation commences.

3. **Billing.** Farm shall furnish to Owner on a monthly basis a statement of the board and expenses incurred with respect to each Horse. Owner agrees to pay such statement within ten (10) days of the date of such statement. A one and one-half percent (1 ½%) per month interest and bookkeeping charge will be added to any sum that is not paid within thirty (30) days of billing date.

4. **Insurance.** Owner is solely responsible for maintaining any and all insurance on each Horse. If the Horse is presently insured, Owner, upon delivery of said Horse, shall advise Farm, in writing, as to the name of such insurance company, type(s) of coverage, a telephone contact, and the insured amount. If the Horse is not presently insured, Owner shall immediately notify Farm in writing of insurance coverage later procured. If Owner fails to provide such information, Farm may assume that the Horse is uninsured.

5. **Risk of Loss, Release, Indemnity, and Warning.** Farm shall not be liable for accident, injury, disease, theft or death of any Horse while in its custody. Owner will indemnify and hold harmless Farm for any accident, injury, disease, theft or death of any Horse.

**Owner understands that there are numerous hazards and risks of injury to himself, his agents, and employees, persons upon the farm at his request and to his and their property, including but not limited to Owner's horse(s), all incidental to boarding horses at Farm. Therefore, it is agreed, as one of the material considerations and inducements for Farm boarding the Horses, that Owner releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage, of whatsoever kind, nature or description, to his person or to his property, including but not limited to Owner's horse(s), or to the person or**

property of another, as a result of, or arising out of the boarding of the Horse at Farm. Further, Owner, for himself, his agents, employees, and persons at Farm at Owner's request, shall save and hold Farm harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities and losses that Farm might incur as a consequence of having boarded Owner's Horse.

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**WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITY.**

6. **Duties, Rights and Authority.** Farm shall have all reasonable authority and discretion with respect to the keep, maintenance, care, management and supervision of each Horse. In addition, Farm shall have the authority to take whatever action Farm, its agents and employees deem best for the care of each Horse, including, but not limited to surgical procedures and all other veterinary treatment it elects to authorize. Farm agrees to attempt to contact Owner at the telephone numbers shown below regarding extraordinary veterinary decisions or actions to take. It is specifically understood, however, that failure to contact Owner shall in no way abrogate the authority hereinabove granted.

7. **Dangerous Condition.** Farm reserves the right to refuse to accept or to keep any Horse if Farm determines that the Horse may be dangerous to life or property. Owner agrees to immediately remove any and all Horses upon notice of such condition.

8. **Term.** This contract shall remain in force unless and until it is terminated by either party. The terms and provisions hereinabove stated shall apply until each Horse leaves the care of the Farm. Owner agrees to promptly remove any and all Horses upon the termination of this Contract.

9. **Assignment.** This Agreement cannot be assigned by Owner without the express written consent of Farm.

10. **Security Interest.** Owner hereby grants and conveys to Farm a security interest in the Horses to secure the payment of all board and all costs (including attorneys' fees) associated with the Horses and hereby appoints Tony Ocampo or his designated agent, as Owner's irrevocable attorney-in-fact, to file such necessary financing statements to perfect said security interest. This Agreement may serve as a financing statement.

11. **Agister's Lien.** This Agreement does not affect and provides for rights and remedies in addition to the rights of Farm, which arise pursuant to Kentucky Revised Statutes ("KRS") 376.400 and KRS 376.440.

12. **Controlling Law.** This Agreement shall be governed by and construed under the prevailing law of the Commonwealth of Kentucky and venue for any action shall reside exclusively in Fayette County, Kentucky.

13. **Attorneys' Fees.** In the event Farm is required to institute litigation to collect any sums due hereunder, Farm shall be entitled to recover its actual attorneys' fees and costs expended, in addition to any other remedies.

**IN WITNESS WHEREOF,** the parties have set their hands all as of the day and year first above written.

OWNER: \_\_\_\_\_

OWNER: \_\_\_\_\_

Owner's Contact Information:

Home: \_\_\_\_\_

Office: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Insurance Company Information tendered herewith (See section 4, above):

\_\_\_\_\_ yes; not applicable \_\_\_\_\_ .

Insurance Company contact information is as follows:

Name of Insurance Company: \_\_\_\_\_.

Contact Person: \_\_\_\_\_.

Telephone number for contact person: \_\_\_\_\_.

Type of coverage: \_\_\_\_\_.

Amount of coverage: \_\_\_\_\_.

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Rose Hill Farm, Inc.

By: \_\_\_\_\_

Tony Ocampo