

**My Friend's Barn
Boarding Agreement**

This Agreement is made between Mitch and Anita Miller DBA My Friend's Barn referred to as "Stable" located at 13902 North 147th East Avenue, Collinsville, Oklahoma 74021 and _____ (referred to as "Owner") residing at _____ owner of the horse described in Section 2.

1. Fees - In consideration of \$ 375 per horse, per month, paid by Owner in advance on or before the 21st of each month, the Stable agrees to board said horse beginning 19th day of January 2007.

2. Description of the Horse(s)

Registered Name _____

Barn Name _____

Age _____ Color _____ Sex _____ Breed _____ Height _____ Tattoo No. _____

3. Standard of Care - Farm agrees to provide normal and reasonable care to maintain the health and well-being of said horse. (See Stable Standards in the My Friend's Barn Mission Statement and Price List)

Optional Special Instructions:

a. Owner provides feed for \$25 per month price reduction.

b.

c.

4. Risk of Loss – While this horse is boarded at the Stable, the Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising from or connecting to the boarding of this horse. All risks are assumed by the Owner. The Owner agrees to hold the Stable harmless from any loss or injury to said horse(s). All costs, no matter how catastrophic, connected with boarding, are borne by Owner.

5. Indemnity – Owner agrees to hold the Stable harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by the Stable in defense of a claim resulting from damage by said horse(s).

6. Emergency Care – If medical treatment is needed, the Stable will attempt contacting the Owner, but, in the event the Owner cannot be reached, the Stable has the authority to secure emergency veterinary and/or blacksmith care. The Owner is responsible to pay all costs relating to this care. The Stable is authorized as the Owner's agent to arrange billing to the Owner.

7. Shoeing and Worming – The Stable agrees to implement a shoeing and worming program, consistent with recognized standards. The Owner is obligated to pay the expenses of such services, including a reasonable stable charge. Such bill shall be paid within fifteen days from the date the bill is submitted to Owner.

8. Ownership – Coggins Test – The Owner warrants that he/she owns the horse and will provide, prior to the time of delivery, an original, current (within one year), negative Coggins test. Owner authorizes the Stable to cause this test to be conducted on an annual basis to insure continued negativity and agrees to pay the charges for such testing.

9. Termination – Either party may terminate this agreement. In the event of a default, the wronged party has the right to recover attorney's fees and court costs, resulting from the failure of either party to meet a material term of this agreement.

10. Notice – Owner agrees to give the Stable thirty (30) days notice to terminate this agreement. The Owner cannot assign this agreement unless the Stable agrees, in writing.

11. Right of Lien – The Stable has the right of lien, as set forth in the laws of the State of Oklahoma, for the amount due for board, and additional services which have been performed, and shall have the right, without process of law, to retain said horse(s) until the indebtedness is, satisfactorily, paid in full.

This Agreement is subject to the laws of the State of Oklahoma.

The parties have executed this Agreement this _____ day of January, 2007.

For The Stable _____

My Friend's Barn

12221 North 97th East Avenue

Collinsville, Oklahoma 74021

For the Owner _____

Home Telephone (____) _____

Address _____

Work Telephone (____) _____

City _____ State _____ Zip _____