

KIMBERLINN FARMS, LLC

BOARDING AGREEMENT

THIS BOARDING AGREEMENT (the "Agreement"), entered into this ___ day of _____, 20___, is between _____ ("Owner"), residing at _____ and KIMBERLINN FARMS, LLC ("Kimberlinn"), an Oregon limited liability company.

PURPOSE

- A. Kimberlinn is in the business of boarding horses at the equine boarding facility at which Kimberlinn operates its business ("Premises").
- B. Owner desires to hire and agrees to pay Kimberlinn to provide such services for Owner and/or Owner's horse described herein on the terms and conditions described herein.

TERMS

HORSE DESCRIPTION, OWNERSHIP WARRANTY, AND STATEMENT OF CONDITION: Owner hereby warrants that Owner is the lawful owner or lessee of the following horse/pony ("Horse"), and that Horse is free from any and all liens and encumbrances:

Registered Name: _____
Show Name: _____
Barn Name: _____
Breed: _____
Breed Registration No.: _____
US Equestrian Federation No.: _____
Age: _____
Sex: _____
Height: _____
Color: _____
Markings: _____

Owner further warrants that, as of the date of this Agreement, Horse has no known vices (such as cribbing or weaving) or undesirable or aggressive temperamental habits (such as biting, kicking, bucking, or rearing) except as described herein: _____

Kimberlinn reserves the right to terminate this Agreement effective immediately if Kimberlinn determines, in its sole discretion, that Horse is dangerous or potentially dangerous.

Owner further warrants that, as of the date of this Agreement, Horse is in good physical condition and free from any communicable diseases, allergies, sensitivities or other medical conditions, except as described herein: _____

Owner further warrants that Horse is current on all vaccinations, worming, and dental work as follows:

Date and type of Horse's last worming: _____
Date of Horse's last flu/rhino vaccination: _____
Date of Horse's last tetanus vaccination: _____
Date of Horse's last West Nile vaccination: _____
Date of Horse's last strangles vaccination: _____
Date of Horse's last Eastern/Western encephalitis vaccination: _____
Date of Horse's last dental visit: _____

Owner must provide Kimberlinn with proof of Horse's vaccinations prior to arrival at the Premises. Kimberlinn reserves the right to require proof of Horse's vaccinations and worming as a condition of training Horse at the Premises.

HORSE INSURANCE: Owner represents and warrants that, as of the date of this Agreement, Horse is insured and valued as follows (check the appropriate box(es) and provide the information requested):

- Horse is not insured.** Horse's approximate value is \$ _____

- Horse is insured with the coverage limits as follows:**
 - Mortality coverage \$ _____
 - Major Medical coverage \$ _____
 - Surgical coverage \$ _____
 - Loss of Use coverage \$ _____
 - Liability coverage \$ _____
 - Other coverage: _____ \$ _____
(Describe coverage)

Horse's approximate value is \$ _____

Insurance Information:

Policy No.: _____
Name of Insured/Beneficiary: _____
Company Name: _____
Emergency/Claims Phone No.: _____

Kimberlinn reserves the right to require proof of insurance for Horse as a condition of boarding and training Horse at the Premises. If Horse's insurance coverage changes, lapses, or is otherwise terminated at any time during the term of this Agreement, Owner shall provide Kimberlinn with updated insurance information within ten (10) business days of such change, lapse, or termination.

BOARD ACCOMMODATIONS, SERVICES, AND FEES: For Stable's standard board fee as set forth in **Exhibit A**, Owner agrees to pay and Stable agrees to board Horse as follows:

- (a) *Stall* – Stable provides 1 box stall, approximately 12' x 12' in size.
- (b) *Arena* – Stable provides use of its indoor arena with sand/carpet fiber footing and its outdoor arena during Stable's hours of operation.
- (c) *Turnout* – **If authorized by Owner**, Stable shall provide turnout for Horse up to seven (7) days per week as provided herein.
- (d) *Hay* – Stable provides and feeds Eastern Oregon orchard grass, alfalfa, and/or local grass hay three (3) times daily depending upon seasonal conditions and whether Horse receives turnout on grass, up to a maximum of 5 flakes/day. *Additional hay is subject to an additional charge at market rate, and Stable will feed any additional and/or different hay provided by Owner per Owner's instructions and at Owner's risk and expense.*

- (e) *Grain* – Stable feeds grain two (2) times daily based upon Horse’s nutritional needs, up to a maximum of four (4) lbs/day. *Additional grain is subject to an additional charge at market rate, and Stable will feed any additional and/or different grain provided by Owner per Owner’s instructions and at Owner’s risk and expense.*
- (f) *Supplements* – Stable will feed any supplements provided by Owner per Owner’s instructions and at Owner’s risk and expense. *Owner should package and label supplements together for each feeding.*
- (g) *Water* – Stable provides unlimited access to fresh water daily and cleans waterers regularly
- (h) *Stall Cleaning* – Stable cleans and beds appropriately Horse’s stall daily.
- (i) *Other Amenities* – Stable provides a wash rack, bathroom, and heated tack room at no additional cost to Owner.
- (j) *Other Amenities for Additional Fee* – Stable may offer additional amenities for an additional fee as provided in the attached rate sheet.

Rates Subject to Increase: All board accommodations, services and fees listed above and/or set forth in **Exhibit A** are subject to change upon thirty (30) days’ prior written notice.

INSPECTION AND ASSIGNMENT OF STABLING: By executing this Agreement, Owner indicates that he/she/it has inspected Horse’s assigned stall, and finds such stall satisfactory and free of excessive damage or safety risks. *Notwithstanding the foregoing, Kimberlinn reserves the right to reassign Horse to a different stall without notice to maintain a safe and comfortable environment at, and for maintenance and repair of, the Premises.*

DAMAGE TO PREMISES AND KIMBERLINN’S PROPERTY: Owner shall be liable for any damage, beyond ordinary wear and tear, to the Premises caused by Horse and/or Owner, and the cost to repair and/or replace any equipment or personal property belonging to Kimberlinn that is damaged or destroyed by Horse and/or Owner. Repair costs include the cost of materials and labor. *Kimberlinn reserves the right to charge a damage deposit upon Horse’s arrival at the Premises, which shall be applied to payment for any repair and/or replacement costs.* If such damage deposit does not fully compensate Kimberlinn for the damage caused by Horse and/or Owner, then Owner shall pay the remaining balance due for the repair and/or replacement costs before Horse may be removed from the Premises.

TURNOUT: *Turnout is authorized, and can be provided by Kimberlinn, up to seven (7) days per week as scheduling, availability, staffing, weather conditions, horse safety, and pasture/paddock conditions permit. Before Owner turns Horse out, Owner must obtain approval from Kimberlinn staff on site on that day; Owner must remain on the Premises at all times while Horse is turned out that day and must return Horse to its stall before Owner leaves the Premises that day.* All turnout presents potential hazards that may cause injury to or the death of Horse, including but not limited to acts of God; inclement weather; fencing; physical contact or altercations with other horses, including but not limited to biting, kicking, and running; rodent holes; and uneven, slippery, rocky, or otherwise irregular footing. By signing this Agreement, Owner acknowledges that he/she (a) has inspected Stable’s pasture(s), paddock(s), fencing, and footing and finds them satisfactory, (b) if applicable, authorizes Stable to provide turnout for Horse as approved by Horse’s principal veterinarian, and (c) knowingly, voluntarily, and expressly assumes all risks resulting from or arising out of turnout of Horse.

Rates Subject to Increase: Kimberlinn’s rates for services as set forth in **Exhibit A** are subject to increase upon thirty (30) days written notice.

OWNER’S RESPONSIBILITY FOR HORSE’S BEHAVIOR: OWNER IS SOLELY RESPONSIBLE FOR ALL ACTS AND BEHAVIOR OF HORSE WHILE HORSE IS AT THE PREMISES OR IN THE CARE, CUSTODY, AND CONTROL OF KIMBERLINN OR ITS OWNERS, EMPLOYEES, REPRESENTATIVES, TRAINERS, OR AGENTS. *Kimberlinn reserves the right to refuse to handle Horse if Horse is acting in an unsafe or dangerous manner. Owner is responsible for handling Horse and alleviating such unsafe or dangerous behavior. If Kimberlinn, in its sole discretion, determines Horse is uncooperative and/or requires special*

handling, Kimberlinn reserves the right to charge Owner for any and all time spent by Kimberlinn's owners, employees, trainers, agents, or representatives with Horse. For each session required, Kimberlinn shall charge, and Owner agrees to pay, the same rate Kimberlinn charges for an individual professional ride. Further, Stable reserves the right to terminate this Agreement at any time and effective immediately if Stable determines, in its sole discretion, that Horse is dangerous or potentially dangerous.

OWNER'S RESPONSIBILITY FOR CARE AND MAINTENANCE OF HORSE: At Owner's expense, Owner shall:

- Immediately and appropriately treat or have treated any communicable disease that Horse may develop;
- Vaccinate Horse at least annually for the following communicable diseases: (a) Influenza; (b) Rhinopneumonitis; (c) Tetanus; (d) West Nile Virus; (e) Eastern/Western Encephalitis; and (f) Strangles.
- Have a parasite fecal egg count test done twice annually, and deworming Horse thereafter as needed;
- Provide routine and emergency veterinary care as may be required for the health, well-being, and benefit of Horse;
- Provide hoof care as may be required for the health, well-being, and benefit of Horse; and
- Provide Horse with any and all medications as recommended by Horse's veterinarian, including any medications recommended for shows.

VETERINARY, DENTAL, FARRIER, AND HAULING SERVICES:

Owner is solely responsible for scheduling Horse's routine veterinary, dental, and farrier appointments and for handling Horse during such appointments. If it becomes necessary for Kimberlinn to schedule such services, or for Kimberlinn's staff to handle Horse during such appointments, then Owner shall pay Kimberlinn a reasonable fee for such services; *Kimberlinn's current rate is set forth in Exhibit A.*

Veterinary and Dental Services: As set forth in **Exhibit D**, Owner hereby expressly authorizes, but does not require, Kimberlinn to contract with a qualified veterinarian to provide Horse veterinary and dental care as may be required for Horse's health, well-being, and benefit, including but not limited to: (1) regular vaccinations, deworming, dental worming, and other routine veterinary care, including prescribed medications; and (2) any and all reasonable and necessary emergency veterinary and dental care.

Owner's preferred veterinarian: _____

Vet's phone number: _____

Kimberlinn primarily uses the services of the veterinary staff of Columbia Equine Hospital and NW Equine Performance; emergency veterinary services may also be provided by the veterinary staff of Oakhurst Equine Veterinary Services, Lisa Campbell DVM, PC, and Oregon State University's veterinary school. If Owner's preferred veterinarian is unavailable, Kimberlinn is expressly authorized, but not required, to secure the services of a veterinarian from another veterinary clinic(s).

Farrier Services: Owner hereby expressly authorizes, but does not require, Kimberlinn to contract with a qualified farrier to provide Horse with appropriate farrier services. Kimberlinn primarily uses the farrier services of Joe McKee.

Owner's preferred farrier: _____

Farrier's phone number: _____

Hauling Services: Owner hereby expressly authorizes, but does not require, Kimberlinn, or for Kimberlinn to contract with a qualified horse transportation provider, to transport Horse to veterinary treatment facilities, or when otherwise reasonably necessary for Horse's health and well-being. *Kimberlinn's current hauling rates are set forth in Exhibit A. A Hauling and Release Agreement is attached hereto as Exhibit E.*

Payment for Veterinary, Dental, Farrier, and Hauling Services: Owner is liable for any and all costs and expenses for veterinary, dental, farrier, and transportation services for Horse, whether routine or arising out of or resulting from unusual or emergency circumstances. *Kimberlinn is hereby expressly authorized to arrange direct billing to Owner for such services. If Kimberlinn advances payment for such expenses, Kimberlinn reserves the right to charge a \$50.00 service fee per advance, and shall present an invoice to Owner reflecting the balance due, which shall be paid upon receipt. Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if Kimberlinn is not paid within ten (10) days of Owner's receipt of Kimberlinn's invoice.*

KIMBERLINN'S RULES: Kimberlinn desires to maintain an atmosphere that is safe and pleasant for all owners and their horses. With that understanding, Owner agrees to abide by the rules and safety warnings set forth in **Exhibit C** to this Agreement at all times while Horse is in Kimberlinn's horse training and/or riding instruction program, and any additional rules and safety warnings given by Kimberlinn's owners, employees, representatives, trainers, and agents from time to time. By executing this Agreement, Owner acknowledges receipt and acceptance of Kimberlinn's rules. FAILURE TO ABIDE BY THESE RULES MAY RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT.

PAYMENT, GRANT OF SECURITY INTEREST, AND RIGHT OF POSSESSORY LIEN:

Method of Payment: Payment shall be in cash, negotiable check, or credit/debit card payable to "KIMBERLINN FARMS, LLC." In the event any check is returned to Kimberlinn for insufficient funds or is otherwise non-negotiable, Kimberlinn shall charge and Owner agrees to pay a \$35 fee in addition to any and all applicable charges that may be due. *For all card transactions, Kimberlinn reserves the right to charge a three percent (3.0%) convenience fee in addition to the amount due.*

Payment for Board: Payment of (a) Horse's first month board and (b) any applicable optional charges as requested in **Exhibit B** is due immediately upon Horse's arrival at the Premises. If Horse arrives at the Premises on a date other than the first of the month, the first month's board shall be prorated accordingly. Each month, Owner shall pay Kimberlinn in full for all board and applicable optional accommodations and services by the 1st of the month. If the amount due is not paid by the 1st of the month, then Kimberlinn shall charge and Owner agrees to pay a \$25 late fee in addition to such charges. *If payment for board and any and all applicable optional accommodations, services, late charges, and returned check charges is not received by the 5th of the month, Owner shall be in material breach of this Agreement.*

Grant of Consensual Security Interest: TIME IS OF THE ESSENCE concerning any payment due hereunder. If any payment is untimely, Owner shall be in material breach of this Agreement, Owner shall grant to Kimberlinn a security interest in any horse purchased or sold by Owner for any and all unpaid amounts due, and this Agreement shall constitute a financing statement and security agreement between Owner and Kimberlinn. Further, any unpaid balance more than thirty (30) days past due shall accrue interest at the rate of eighteen percent (18.0%) per annum.

Notice of Statutory Lien: Owner is hereby on notice that Oregon law provides Kimberlinn with a right of lien for the amount due Kimberlinn for feeding, transporting, storing, pasturing, caring for, providing services for, supplying materials for or performing labor on Horse, and Kimberlinn has the right, without process of law, to retain possession of Horse until all indebtedness owed to Kimberlinn is discharged. If such indebtedness is not discharged within thirty (30) days, Kimberlinn has the right to foreclose on its lien and dispose of Horse at public auction in accordance with Oregon law. *This Agreement is in addition to, and shall not restrict or otherwise limit, Kimberlinn's possessory lien rights and remedies arising under ORS §§ 87.152 and 87.226.*

Removal of Horse from Premises: Owner understands and agrees that Horse will not be removed for any reason from the Premises without prior written permission of Kimberlinn until Owner's account is paid in full.

Abandonment of Horse and Property at Premises: Ninety (90) days after termination of this Agreement, if Horse and/or Owner's tack, blankets, grooming supplies, and other horse-related personal property remains on the premises, Horse and/or Owner's personal property shall be deemed abandoned and become Kimberlinn's exclusive property. Kimberlinn may then dispose of Horse and/or Owner's tack, blankets, grooming supplies, and other horse-related personal property in any manner Kimberlinn, in its sole discretion, deems appropriate.

STORAGE OF HORSE TACK AND OTHER PERSONAL PROPERTY: The Premises will provide Owner with a secure place in the community tackroom for one saddle, one girth, one bridle, and one martingale per horse. Owner is required to keep any and all additional equipment in a tack trunk(s). Owner is permitted to keep one tack trunk in the community tackroom. In addition to storing tack and equipment in the tack room and/or in trunks, Owner may store horse blankets and other equipment in one covered, plastic bin in the blanket room. *As consideration for such permission and as set forth herein, Owner shall release, hold harmless, defend, and indemnify Kimberlinn and its owners, employees, agents, trainers, and representatives, or any of them, from any and all claims for money damages or otherwise for any theft, damage, unauthorized use, or other loss related to such property.*

WARNING, RISK OF LOSS, AND AGREEMENT OF RELEASE: Owner understands that any horse, regardless of its training and prior behavior, may act or react unpredictably at any time, and may bolt, spook, rear, buck, bite, kick, fall, strike out, stomp, trample, spin, collide with objects, collide with other horses, step on, over or become entangled in objects, tack, or equipment, or otherwise act in a manner that may cause injury and/or death to itself, other horses, property, and/or PEOPLE. Owner further understands that, despite prudent handling, training, and care, any horse can be injured and/or die at any time, through no fault of its handler, trainer, or caregiver.

BY SIGNING THIS AGREEMENT, OWNER EXPRESSLY ASSUMES ALL RISK OF LOSS RELATED TO HORSE, AND ANY AND ALL TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY ON THE PREMISES. KIMBERLINN AND ITS OWNERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO OWNER'S HORSE, TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO LOSS BY FIRE, THEFT, RUNNING AWAY, DISEASE, ACCIDENT, DEATH, OR KIMBERLINN'S ACTS OF NEGLIGENCE. OWNER UNDERSTANDS THAT AS A CONDITION OF KIMBERLINN BOARDING HORSE, PROVIDING TRAINING SERVICES FOR HORSE, RIDING INSTRUCTION SERVICES ON HORSE, AND/OR TRANSPORTATION SERVICES FOR HORSE, OWNER VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUMES ALL RISKS THAT MAY RESULT THEREFROM.

OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL ACTS AND BEHAVIOR OF HORSE WHILE HORSE IS AT THE PREMISES, OR IN THE CARE, CUSTODY, AND CONTROL OF KIMBERLINN OR ITS OWNERS, EMPLOYEES, REPRESENTATIVES, TRAINERS, OR AGENTS. OWNER SHALL BE SOLELY RESPONSIBLE FOR HIS/HER ACTS AND BEHAVIOR, AND THE ACTS AND BEHAVIOR OF HIS/HER GUEST(S), CHILDREN, AND OTHER RELATIVES, AT ALL TIMES WHILE AT THE PREMISES AND WHILE ATTENDING OR PARTICIPATING IN ANY HORSE SHOW(S) WITH KIMBERLINN. OWNER UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT OF RELEASE, OWNER KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVES HIS/HER RIGHT, AND THAT OF HIS/HER REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM KIMBERLINN AND ITS OWNERS, EMPLOYEES, REPRESENTATIVES, TRAINERS, AND AGENTS, OR ANY OF THEM, FOR ANY HARM OR INJURY TO OR THE DEATH OR LOSS OF HORSE, OR DAMAGE OR LOSS OF TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE AND EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

INDEMNIFICATION AND ATTORNEY'S FEES: *Owner agrees to indemnify, defend, and hold harmless Kimberlinn and its owners, members, shareholders, employees, representatives, trainers, and agents, or any of them, from any and all claims, damages, harm, fines, or loss sustained or suffered, including but not limited to any and all property damage or loss beyond ordinary wear and tear, by reason of any claims, damages, harm, fines, loss or injuries whatsoever arising out of the acts and behavior of, or in any way relating to, Horse, Owner, and/or Owner's guest(s), children, and other relatives.* In the event litigation is commenced to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party shall recover from the losing party reasonable attorney's fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

TERM AND TERMINATION OF THIS AGREEMENT: The term of this Agreement shall be month-to-month, and shall automatically renew each month unless prior written notice of termination is provided. Either party may terminate this Agreement upon thirty (30) days prior written notice. The termination date of this Agreement shall be thirty (30) days after written notice of termination is provided. Notwithstanding the foregoing, if Kimberlinn determines, in its sole discretion, that (a) Horse is dangerous, potentially dangerous, or presents an extreme risk to people or other horses located at the Premises, (b) Owner has violated Kimberlinn's rules or failed to abide by safety warnings, (c) Owner is hindering or otherwise interfering with Kimberlinn's business, or (d) Owner is engaging in actions or activities that endanger Owner, Horse, or any other person or horse located at the Premises, then this Agreement shall terminate effective immediately and Owner shall have forty-eight (48) hours to pay all charges and fees due and remove Horse from the Premises. Upon written notice of termination, Kimberlinn shall present Owner with a final accounting of all charges and fees due to Kimberlinn through the termination date. *Kimberlinn shall have a security interest in and/or lien on Horse to the extent permitted under and in accordance with Oregon law. Unless otherwise agreed by Kimberlinn in writing, payment of all amounts due Kimberlinn must be made in full before Horse is released to Owner and can be removed from the Premises.*

BINDING EFFECT: Owner and Kimberlinn agree that execution of this Agreement is binding upon each party and their respective representatives, successors, heirs, and assigns. Owner intends this Agreement to be as broad and inclusive as permitted under Oregon law. OWNER FURTHER INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW.

PARTIES TO THIS AGREEMENT: All persons having a leasehold, possessory, or ownership interest in Horse shall sign and be parties to, and bound by the terms of, this Agreement.

GOVERNING LAW AND CHOICE OF VENUE: The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Oregon. Any legal action to enforce this Agreement shall be brought in the Circuit Court of Washington County, Oregon.

DEFAULT: Upon material breach of this Agreement by a party, the non-breaching party may terminate this Agreement without further notice.

WAIVER: Waiver by either party of strict performance of any of the provisions of this Agreement must not be construed as or constitute a waiver of that party's right to subsequently require strict performance of the same or any other provision of this Agreement. No provision of this Agreement may be waived except by a written instrument duly executed by both parties.

SEVERABILITY: In the event a court of appropriate jurisdiction deems any provision of this Agreement to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

HEADINGS: The headings and captions in this Agreement are only for the convenience of the parties and must not be considered in construing the provisions of this Agreement.

ENTIRE AGREEMENT: This Agreement constitutes the complete and entire agreement between Kimberlinn and Owner. Any modifications or additions to this Agreement must be in writing and signed by Kimberlinn and Owner.

I have read and understand this Agreement and agree and consent to its terms and conditions.

OWNER

KIMBERLINN FARMS, LLC

Name (Print): _____

Signature: _____
(Parent/guardian's signature if Owner's under 18)

By: Tracey Whelan
Its: Member

Parent/Guardian Name (Print): _____

Mailing Address: _____

Physical Address: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Emergency Contact: _____

KIMBERLINN FARMS, LLC

Exhibit A

CURRENT RATE SHEET

All fees paid to Kimberlinn unless noted

Board-Related Services:

Standard Board with run
Standard Board without run

Fee/Charge:

\$ ___/mo.

\$ ___/mo.

KIMBERLINN FARMS, LLC

Exhibit B

OPTIONAL SERVICES AND SPECIAL INSTRUCTIONS

Owner Name: _____

Horse Name: _____

The following list provides several optional services for horses in Kimberlinn's training program. These options are available at Owner's discretion. Some options are provided at no additional charge, while other options are provided for a fee in addition to the standard board fee.

If you are interested in any of the following optional services, please fill out this page and return it to Kimberlinn with your signed Training Agreement. Please note that fees are subject to change based upon market fluctuations and other factors. *All applicable fees are due on the first of the month in addition to payment of Horse's training payment. **The fees for these optional services, if they are not included in Horse's training program, are provided on Exhibit A.***

- ❖ *Feed Supplements* - Kimberlinn will feed Platinum Performance, Hoof Power, and Purina Supersport at Owner's request and at an additional cost to Owner. Kimberlinn may feed other or additional supplements provided by Owner at Owner's risk and expense.

- ❖ *Body Clipping* – Body clipping services for Horse are available

Owner hereby requests and agrees to pay for the following additional service(s):

Service(s) Requested:

Applicable Fee:

SPECIAL INSTRUCTIONS/CARE: In addition, or as an alternative, to the services provided in the Training Agreement and this **Exhibit B**, Owner and Kimberlinn agree to the following special instructions regarding Horse's care: _____

KIMBERLINN FARMS, LLC

Exhibit C

KIMBERLINN RULES

NOTE: FAILURE TO ABIDE BY THESE RULES MAY RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT

- Regular barn hours are 8am - 8pm. The barn will be closed up by 10pm and horses tucked in. If you are out after 8 pm, you are responsible for making sure everything is closed up. Please be respectful at odd hours because people live and sleep on the Premises.
- Liability releases must be signed for anyone on the Premises – releases available from Kimberlinn
- No non-boarded horses may be on the Premises without prior approval from Kimberlinn
- No guests on the Premises unless accompanied by a boarder or Kimberlinn staff
- Boarders are responsible for the behavior and safety of their guests
- Only horse owners and lessees may ride and handle horse on the Premises without prior approval from Stable management
- No riding in the barn aisle or stalls
- Notify Kimberlinn immediately regarding any accidents or injuries to horses or humans
- Notify Kimberlinn immediately of any damage, maintenance, or repair issues concerning the Premises, including but not limited to fencing, plumbing, footing, or stalls
- Shoes are required at all times on the Premises. Close-toed shoes or boots are required at all times when handling a horse.
- All riders must wear an ASTM/SEI approved helmet and boots with a defined heel at all times when mounted.
- Loud noises, boisterous play, or running on the Premises is prohibited
- Kimberlinn's decisions are final concerning the use of the Premises and Kimberlinn's or Stable's equipment
- Negative comments, badmouthing, or gossip about Kimberlinn, boarders, students, their horses, or Stable will not be tolerated
- No unauthorized use of farm equipment at any time
- Please let Kimberlinn know if your horses will be gone and when they are expected back.
- When parking, please do not block barns, garages, or equipment
- Only LEASHED dogs are permitted on the Premises; dog owners must have prior written approval and sign a dog liability release
- The Premises is a tobacco-free facility. Smoking or use of other tobacco products is not permitted ANYWHERE on the Premises.
- ALWAYS close ALL gates
- Children under 18 must be supervised by a responsible adult at all times, unless such child's parents receive prior permission from Kimberlinn

- Adult riders in training with a trainer on the Premises, but riding outside of their assigned lesson time(s), must have another adult with a cell phone with them at all times
- Do not handle or feed any horse without express permission from its owner
- The arena is open to all boarders at all times except for posted events. If a clinic is being held it will be posted well in advance. Riders and horses must share the arena(s) with other trainers and boarders; check with Kimberlinn to confirm the schedule to determine who has priority on which days
- Please practice good arena etiquette. Call fences, even if in a lesson, pass left shoulder to left shoulder, yield to more advanced movements
- Mounted work takes precedence over ground work
- Lunging is permitted ONLY in the indoor arena and while no one is riding in the arena; if a horse/rider come into the arena to ride, lunging must stop.
- Unsupervised turnout in the arena is NEVER permitted. Supervised free lunging is permitted, but the arena must be vacated for mounted work.
- No jumping is allowed unless in a lesson supervised by Kimberlinn trainer(s) or their respective staff
- Please keep the barn aisle clear and the front of your stall tidy
- Clean up after yourself, including picking up manure as soon as it happens in cross ties, wash stall, arena and gravel areas. Sweep up the crossties when you are finished grooming. Halters may be hung on cross tie hooks while riding. Please do not leave them on the floor
- Horses are not to be left unattended in the aisle or in the wash rack
- All tack and equipment must be put away when finished
- Do not borrow tack, equipment or products without express permission from their owner
- All horses must have a breakaway halter with either a halter plate or bridle tag- this makes it easier for us to identify which halter goes with what horse.
- Only two (2) blankets may be hung/stored at a horse's stall – all extra blankets must be stored in a locker, trunk, or blanket room in a tub/container provided by the horse's owner
- Horse laundry facilities are available for use by boarders for a fee – if you do any laundry/loads, it must be completed before you leave the Premises that day

KIMBERLINN FARMS, LLC

Exhibit D

EQUINE VETERINARY TREATMENT AUTHORIZATION

Horse's Name: _____

Horse's Birth Date/Age: _____

Horse's Known Medical Conditions: _____

I hereby warrant that I am the lawful owner, agent, or lessee of the horse ("Horse") identified above.

By signing this authorization ("Authorization"), I hereby knowingly, voluntarily, and expressly authorize Tracey Whelan and KIMBERLINN FARMS, LLC's owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, to authorize veterinary care and transportation for Horse. This Authorization includes, but is not limited to obtaining:

- (a) Any and all veterinary care that, in the sole discretion of Tracey Whelan, and/or KIMBERLINN FARMS, LLC's owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, is reasonably necessary for the health and welfare of Horse;
- (b) Emergency veterinary treatment services;
- (c) Veterinary surgery;
- (d) Administration of oral, intra-muscular, and subcutaneous injectable medication under the supervision or direction of a veterinarian;
- (e) Administration of intravenous medication in the event of emergency under the supervision or direction of a veterinarian if a veterinarian is unable to administer such medication in a timely manner;
- (f) Any and all other appropriate care that, in the sole discretion of Tracey Whelan, and/or KIMBERLINN FARMS, LLC's owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, is reasonably necessary for the health and welfare of Horse; and
- (g) Transportation services related to any and all such care as described above.

Notwithstanding the foregoing, this Authorization expressly (please check the appropriate box):

- EXCLUDES euthanization of Horse***
- INCLUDES euthanization of Horse, if a veterinarian recommends euthanization and Horse's owner or a designated representative cannot be reached within 60 minutes of such recommendation***

I further knowingly, voluntarily, and expressly authorize Tracey Whelan, and/or KIMBERLINN FARMS, LLC's owners, members, shareholders, employees, agents, and representatives, or any of them, to communicate directly with any and all veterinarians who have provided or are providing veterinary services, including but not limited to examination, diagnosis, and treatment, for Horse for any reason regarding all aspects of Horse's care, treatment, and/or rehabilitation.

I agree to pay for all costs and expenses associated with the veterinary care, treatment, and related services provided to Horse as set forth above, including but not limited to reimbursing Tracey Whelan, and/or KIMBERLINN FARMS, LLC's owners, members, shareholders, employees, agents, and representatives, or any of them, that are incurred on behalf of Horse.

Signature: _____

Date: _____

Owner/Agent/Lessee (Print): _____

KIMBERLINN FARMS, LLC
Exhibit E

HAULING AND RELEASE AGREEMENT

Horse's Name: _____

Owner/Lessee/Agent Name(s): _____

Address: _____

Phone (H): _____ Phone (W): _____ Phone (C): _____

In case of emergency while hauling, please notify:

Name: _____

Address: _____

Phone (H): _____ Phone (W): _____ Phone (C): _____

I warrant that I am the lawful owner, lessee, or agent of the lawful owner(s) or lessee(s) of the horse ("Horse") identified above.

I understand and acknowledge that transporting horses presents potential risks to their safety, health and well-being, including but not limited to injury or death resulting from motor vehicle accidents; injury or death from slipping, falling, kicking, or colliding with objects or horses within the horse trailer, and while loading into or unloading from the horse trailer; respiratory infection and/or illness; colic; and other potentially permanent injury, illness, damage, or death. I further understand and acknowledge that transporting my personal property presents risk of damage and or loss. I further understand and acknowledge that KIMBERLINN FARMS, LLC ("Kimberlinn") strongly recommends that I obtain insurance for Horse and my personal property covering losses caused by, resulting from, or associated with all such risks. With this knowledge, I hereby authorize Kimberlinn and its owners, employees, agents, trainers, and representatives, or any of them, to transport Horse and/or my personal property, and to contract with a third party to transport Horse and/or my personal property.

I UNDERSTAND THAT AS A CONDITION OF KIMBERLINN TRANSPORTING HORSE AND/OR PERSONAL PROPERTY, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ALL RISK THAT MAY RESULT THEREFROM.

I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT(S), AND THAT OF MY(OUR) REPRESENTATIVE(S), TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM KIMBERLINN AND ITS OWNERS, EMPLOYEES, AGENTS, TRAINERS, AND REPRESENTATIVES, OR ANY OF THEM, FOR ANY INJURY TO OR THE DEATH OF MY HORSE, OR DAMAGE TO MY PERSONAL PROPERTY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF TRANSPORTING MY HORSE AND/OR PERSONAL PROPERTY. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE, AND EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

Kimberlinn shall notify me as soon as circumstances reasonably permit if Horse becomes ill, is injured, or dies during or as a result of transportation, whether on or off the horse trailer. If I cannot be reached and Horse requires immediate medical attention, Kimberlinn and its owners, members, shareholders, employees, agents, trainers and representatives, or any of them, are expressly authorized to take any measures reasonably necessary, in Kimberlinn's sole discretion, to maintain the safety, welfare, and health of Horse. I shall be liable for any and all costs, expenses, and fees incurred as a result of care for Horse, and Kimberlinn shall have no liability for such costs, expenses, or fees.

I agree that my execution of this agreement of release is binding upon me and/or my representative, and that Kimberlinn and its owners, employees, agents, trainers and representatives, or any of them, shall not be liable for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property. I agree to indemnify, defend, and hold harmless Kimberlinn and its owners, employees, agents, trainers and representatives, or any of them, for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property, and for any and all injury, damage, harm, loss, or death caused by Horse and/or my personal property. This promise of indemnity includes attorneys' fees and costs incurred in defending against any claims by me.

I intend this agreement of release to be as broad and inclusive as permitted under Oregon law, and to continue in full force and effect unless and until terminated by me in writing. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW. I agree that if any provision of this agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this agreement shall remain in full force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Signature: _____ Date: _____

Owner/Lessee/Agent Name (Print): _____

Signature: _____ Date: _____

Owner/Lessee/Agent Name (Print): _____