

Providence Hill Farm, LLC
P. O. Box 13688
Jackson, MS 39236
601-925-0557

Contract for Services with
Providence Hill Farm, LLC

- 1. RATES AND PAYMENT.** Owner/Student acknowledges and accepts those terms set forth in the fee schedules, which are subject to change from time to time by Providence Hill Farm, LLC ("Providence") upon posting at the premises. Payment shall be made in accordance with the fee schedules on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the fee schedules.
- 2. REMOVAL OF HORSE.** Providence reserves the right to notify Owner if Owner's horse, in Providence's opinion, is deemed to be dangerous or undesirable for Providence's establishment. In such case, Owner shall be solely responsible for removing the horse within 7 days of said notice and for all fees incurred during the horse's presence upon the premises.
- 3. INFORMATION.** Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall apply to every animal boarded by Owner.
- 4. FEED, FACILITIES AND SERVICES.** Providence agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges that Owner has inspected the facilities and finds same in safe and proper order. All supplements and medications will be billed accordingly. Whenever possible, we will have the supplier or veterinarian bill you directly. If you prefer to buy your own supplements, please coordinate purchases with the barn manager. We request that you leave an open check with the barn manager, or \$500.00 floating expense account (ask the barn manager for details), for services such as shoeing and all horse show related expenses ahead of time. We will charge a \$10.00 carrying fee per \$100.00, for all services that we must write a check for on your behalf.
- 5. RISK OF LOSS AND STANDARD OF CARE.** DURING THE TIME THAT THE HORSE(S) IS/ARE ON THE PREMISES OF PROVIDENCE OR IN THE CARE OR CUSTODY OF PROVIDENCE OR THEIR AGENTS, CONTRACTORS, EMPLOYEES OR TRAINERS, PROVIDENCE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR RELATING IN ANY WAY WITH THE BOARDING, CARE OR SHIPPING OF THE HORSE(S), WHETHER OR NOT DUE TO NEGLIGENCE OF ANY TYPE ON THE PART OF PROVIDENCE, OR THEIR AGENTS, CONTRACTORS, EMPLOYEES AND/OR TRAINERS, OR DUE TO ANY OTHER CAUSE OR BASIS. OWNER RELEASES PROVIDENCE, AND THEIR AGENTS, CONTRACTORS, EMPLOYEES AND TRAINERS FROM ANY SUCH CLAIMS AND COVENANTS NOT TO SUE OR OTHERWISE BRING ANY CLAIM OR CAUSE OF ACTION AGAINST PROVIDENCE OR THEIR AGENTS, CONTRACTORS, EMPLOYEES AND TRAINERS RELATING TO ANY SUCH CLAIMS.

Owner fully understands that Providence does not carry any insurance on any horse(s) not owned by them for boarding, shipping or any other purposes, and that all risks connected with boarding, shipping or for any other reason for which the horse(s) in the possession of and/or on the premises of Providence or their agents or employees, are to be borne by Owner. Providence strongly recommends equine mortality and loss of use insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO PROVIDENCE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

6. **HOLD HARMLESS; INDEMNITY.** Owner releases and agrees to hold Providence and their agents, contractors, employees and trainers harmless from any and all claims and expense, including attorneys fees, arising from (i) damage or injury caused by Owner's horse(s) to anyone, or (ii) any breach by Owner of the terms of this Agreement, and come in and defend Providence and their agents, contractors, employees and trainers from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Providence.
7. **EMERGENCY CARE.** Providence agrees to attempt to contact Owner should Providence think that medical treatment is needed for Owner's horse(s), but, if Providence is unable to contact Owner, Providence is authorized to secure emergency veterinary and blacksmith care required for the health and well-being of Owner's horse(s).

PROVIDENCE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC OR OTHER LIFE-THREATENING ILLNESS, UNLESS PROVIDENCE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Providence of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. If Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Providence as to what party is authorized to make decisions in Owner's place with regard to the health, well-being and/or medical treatment of the horse(s).

8. **CHANGES OR TERMINATION OF THIS AGREEMENT.** This agreement may be changed or terminated upon 30 days' notice from Providence, regardless of the rental period. All notices must be issued in writing. The posting of updated fee schedules in a conspicuous or open place in the premises of Providence shall constitute notice and any and all rate changes or regulation changes as may be deemed appropriate by Providence.
9. **RULES AND REGULATIONS.** Owner/Student agrees to abide by all the rules and regulations of Providence. If someone other than Owner shall call for Owner's horse(s), such person shall have written authority signed by Owner to obtain such horse(s).
10. **TACK, EQUIPMENT AND OTHER ITEMS.** All Owners must supply their own tack, stall blankets, turn-out blankets, and miscellaneous equipment for each horse boarded. This includes items such as special saddle pads, special boots or leg equipment, and any other special item required for your horse. PLEASE LABEL YOUR EQUIPMENT WELL.

Providence is not be responsible for theft, loss, damage or disappearance of any tack or other items stored at the premises as same is stored at the Owner/Student's risk. Providence shall not be liable for theft, loss, damage or disappearance of any tack or other items taken to horse shows or clinics. In the absence of your own equipment, we will provide "loaner" equipment for a monthly fee.

- 11. DEPOSIT.** All new boarders will pay a security deposit equal to one month's board upon arrival, to be refunded at time of sale or departure, after all bills to Providence and any of their vendors (veterinarians, farriers, etc.) are paid in full. You agree to pay for all costs of collection and all reasonable attorney fees in addition to the balance due including interest.

- 12. LIEN.** In addition to Providence's lien rights under the laws of the State of Mississippi, Owner hereby grants Providence a lien and security interest in Owner's horse(s) boarded with Providence for all amounts due hereunder and Providence shall have the right, without process of law, to retain Owner's horse(s) until all such indebtedness is paid in full. Owner authorizes Providence to, at any time and from time to time, file in any filing office any initial financing statements and amendments thereto that (a) indicate the collateral is/are the horse(s) described above, and (b) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any such financing statement. However, Providence shall not be obligated to retain and/or maintain the horse(s) in question if the amount owed exceeds the anticipated unregistered value of the horse(s). If Providence exercises their lien rights due to non-payment, this agreement shall constitute Owner's Bill of Sale, power of attorney and authorization to execute and process transfer applications from any breed registration as may be applicable to the horse(s) upon affidavit by Providence's representatives setting forth the material facts of the default and foreclosure procedures as required by law.

- 13. ATTIRE; BEHAVOIR.** All students will be neatly attired at all functions representing Providence, and courteous to our staff, other clients, service providers, and horse show management.

- 14. ENTIRE AGREEMENT.** This written agreement represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This written agreement is made and entered into in the State of Mississippi and shall be enforced and interpreted in accordance with the laws of said State.

I HAVE READ AND UNDERSTAND THE CURRENT **FEE SCHEDULES** FOR BOARDING, LESSONS, AND HORSE SHOW EXPENSES, AND AGREE TO PAY FOR ALL SERVICES GIVEN ON MY BEHALF. I HAVE READ AND SIGNED AND UNDERSTAND THE **RELEASE AND HOLD HARMLESS AGREEMENT**, AND I AGREE TO ABIDE BY AND BE REPONSIBLE FOR ALL USA EQUESTRIAN AND LOCAL ASSOCIATION RULES FOR MEDICATIONS AND GENERAL CONDUCT AT HORSE SHOWS, AND PROVIDENCE'S POLICIES FOR PAYMENT AND CONDUCT, AS LONG AS I REPRESENT THEM AS A STUDENT OR CLIENT IN ANY MANNER.

Signature of Owner/Student [or parent or guardian of minor]

Date

Printed Name of Owner/Student