

CHRISHAN PARK – KC, LLC

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Boarding/Training Agreement

Revised/Effective 2-1-07

This agreement is by and between Chris Wilson, doing business as ChriShan Park – KC, LLC (CSPKC), who is in the business of boarding, training, and showing Arabian and Half-Arabian horses, and has available to him an adequate facility for full care and training, and _____, who is/are the owner(s) or lessee(s) or by some other means, is/are rightfully in possession of the horse(s) named and described on the last page of this contract.

It is therefore agreed:

1. CSPKC is entitled to rely upon the representations of the above-named client(s), that they are properly in possession of the herein-named horse(s).
2. With delivery of each horse, CSPKC shall receive a veterinary certificate verifying that the horse is currently tested negative for Coggins. CSPKC shall be empowered upon acceptance of the horse to have it examined by a licensed veterinarian at any time, and at the client's expense. The responsibility of CSPKC for the horse under the terms hereof, shall not begin until delivery is specifically accepted by CSPKC or its agent.
3. If a horse becomes ill with a communicable disease, either before or after arriving at CSPKC, it may at CSPKC's option and at the client's expense, be isolated on or off CSPKC premises, or at CSPKC's demand, be removed from the premises by the client.
4. CSPKC is responsible for providing all reasonable and necessary care for the horse and the equipment provided for it, but does not guarantee that the horse will remain free from injury or illness which may occur despite CSPKC's reasonable best efforts. Neither CSPKC nor its employees or agents are responsible for illness or injury to the horse, or consequential damages arising therefrom, or for loss or damage to any tack or other equipment, show apparel, or any other personal possessions left at CSPKC by the client(s), including but not limited to losses caused by fire, catastrophic weather events, training or trailering accidents.
5. While the horse is in the possession of CSPKC for training, it shall be trained by Chris Wilson, or by a qualified assistant working under the direct supervision of Chris Wilson, and in accord with a program of conditioning and training designed by Chris Wilson.
6. The horse shall be trimmed, shod, groomed, de-wormed, provided with veterinary care and treatment, and otherwise cared for at the client's expense and at CSPKC's discretion. All charges for such services will be billed monthly by CSPKC, or billed directly by the care provider.
7. The current price sheet has been provided to the client(s), has been read and signed by the client(s), and is a part of this contract. Prices may be adjusted at any time by CSPKC, and will be effective with a thirty-day notice to the last known address of the client.
8. On arrival, clients shall pay to CSPKC the first month's training fee, and provide CSPKC with copies of the horse's properly titled registration papers and the client's current USEF and AHA membership cards.

9. **Statements generally will be sent by the 25th of the month and payment is due by the 1st. A timely payment incentive discount will be applied the following month for full payment of board and training fees received by the 1st. (See price sheet). If not paid by the 15th, in full, a \$50.00 late charge per horse will be assessed and thereafter 1.5% per month interest shall be charged upon the amount due until fully paid.** Charges will be made according to the then current price list, which may be changed upon thirty days notice to the last known address of clients.
10. **Training may cease at anytime the account is thirty days in arrears.** Clients specifically recognize that CSPKC has a lien on the horse, and any and all tack and equipment that belongs to clients in the possession of CSPKC securing the payment of charges. **NO HORSE MAY BE TAKEN FROM CSPKC UNLESS THE CLIENT'S ACCOUNT BALANCE HAS BEEN PAID IN FULL. NO HORSE WILL BE TAKEN TO A SHOW IF ITS CLIENT'S MONTHLY ACCOUNT IS IN ARREARS.** As long as no money is owed, and with sufficient notice to CSPKC, client(s) may terminate this contract at any time and remove their horse(s) from the premises. *Refunds will be given only if CSPKC received a thirty day notice that the horse was leaving.*
11. Clients with horses that win a Top Ten or higher at a national show attended with CSPKC shall do one page or more of advertising in the publication chosen by CSPKC following the show.
12. Client(s) with the horse(s) named herein, shall not be held responsible for any damages caused by the horse to CSPKC or to its representatives, agents or to any other horse under contract. CSPKC is not liable for injuries incurred by client(s), riders, or lesson clients while such persons are on CSPKC's premises.
13. CSPKC does not guarantee any certain level of performance by the horse, but warrants only its honest best efforts to maximize the performance of the horse.
14. Horse(s) currently in the care of or coming to CSPKC are named and described on the last page of this contract and all other requested information, **including a list of items sent with the horses**, has been provided. It is agreed that any other horse(s) the client might send to or purchase at CSPKC subsequent to the signing of this contract will be subject to the same terms and conditions set out herein as the horse(s) listed.
15. Horse(s) attending shows with CSPKC must have a CSPKC uniform, i.e., sheet, blanket, and hood. If client has not purchased a uniform, CSPKC will provide a rental uniform for the horse to use at the show and the client will be billed a rental fee. (See price sheet).
16. It is agreed that Kansas Law stipulates the following, and **requires the same warning notice and language be a part of any written contract entered into by a domestic animal professional, here CSPKC:**

WARNING

*Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to KSA 60-4001 through 60-4004. **You are assuming the risk of participating in this domestic animal activity.***

Inherent risks of domestic animal activities include, but shall not be limited to:

(1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;

(2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;

Contract/page two of four

Please furnish the requested information.

Horse Information

Horse's registered name:
Nickname:
Registration #:
NSHR# (if applicable):
Sire x Dam:
Color: _____ Sex: _____ Foal date: _____
Sweepstakes: (Y/N):
Insurer name, if any:
Insurer phone #:

Horse's registered name:
Nickname:
Registration #:
NSHR# (if applicable):
Sire x Dam:
Color: _____ Sex: _____ Foal date: _____
Sweepstakes: (Y/N):
Insurer name, if any:
Insurer phone #:

Horse's registered name:
Nickname:
Registration #:
NSHR# (if applicable):
Sire x Dam:
Color: _____ Sex: _____ Foal date: _____
Sweepstakes: (Y/N):
Insurer name, if any:
Insurer phone #:

Horse's registered name:
Nickname:
Registration #:
NSHR# (if applicable):
Sire x Dam:
Color: _____ Sex: _____ Foal date: _____
Sweepstakes: (Y/N):
Insurer name, if any:
Insurer phone #:

Horse's registered name:
Nickname:
Registration #:
NSHR# (if applicable):
Sire x Dam:
Color: _____ Sex: _____ Foal date: _____
Sweepstakes: (Y/N):
Insurer name, if any:
Insurer phone #:

Owner/Rider Information

Owner name:
Owner SSN:
Owner AHA#:
Owner USA Eq. #:

If different from above—

Competitor name:
Competitor AHA#:
Competitor USA Eq. #:
Competitor birth date, if junior rider:

Competitor name:
Competitor AHA#:
Competitor USA Eq. #:
Competitor birth date, if junior rider:

Equipment Sent with Horse
(Please include color, size, manufacturer, etc.-anything that will help identify the item).

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

