



HJ SPORTHORSES, LLC. CONSIGNMENT HORSE BOARD & TRAINING AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of the date of last signature hereto (“Effective Date”) by and between HJ Sporthorses, LLC. (“HJ Sporthorses”) and the individual or entity or their agent undersigned, , hereinafter referred to as “Owner”, being:

1. SERVICES, FEES, PAYMENT, TERM, REMOVAL, AND INSURANCE

A. Services and Fees :

Owner acknowledges and accepts that the Premises of HJ Sporthorses shall be used only for boarding and riding of horses. All charges are subject to change at HJ Sporthorses’s sole discretion.

Owner acknowledges adequate opportunity to inspect the Premises of HJ Sporthorses, finds them acceptable and safe, and therefore requests the following services:

FULL BOARD AND TRAINING FEE \$1800 PER HORSE PER MONTH

HJ Sporthorses agrees to provide feeding, daily care, and facilities for the normal and reasonable care required to maintain the health and well-being of the horse(s) including providing grain, hay, water, shavings, daily stall cleaning, turnout, blanketing, grooming, bathing, wrapping, tacking and un-tacking, and administering supplements provided by Owner. Full Board includes the use of stable facilities, including one (1) stall per horse, access to outdoor arena, lunging area, paddocks (all weather permitting), wash and grooming stalls, tack rooms, and open grazing areas. HJ Sporthorses agrees to provide customary tack, wraps, boots, saddle pads, blankets, supplements, supplies and the like to facilitate appropriate care and training. Owner shall clearly label all property provided to HJ Sporthorses. Full training includes eighteen to twenty (18-20) professional trainer interactions (weather-permitting) per month.

Initials of Owner:_____

Owner is responsible for all veterinary, farrier, chiropractic, and all other third party expenses associated with the Horse(s). Owner is responsible for all show and transportation expenses for the Horse, including braiding, stall splits, show office fees, and hay, and bedding while at horse shows.

A commission of 10% of the sales price of the horse shall be charged by HJ Sporthorses.

B. Payment :

Payment is due on or before the fifth day of each month. A \$25.00 late fee will be charged for all payments received after the tenth day of the month. A \$50.00 fee will be charged for any checks returned for insufficient funds.

C. Term :

The Term of this Agreement shall commence on and continue month to month until terminated in writing by either party. In the event the horse is sold during the middle of a month, board will be pro-rated.

D. Removal and Lien Rights :

In the event the subject horse(s) is(are) removed from boarding at the Premises of HJ Sporthorses for any reason and later returned to the Premises, this Contract shall be deemed reinstated as rates applicable at the time of said return. HJ Sporthorses reserve the right to request that any horse be removed from the Premises, if, in the sole discretion of HJ Sporthorses, the horse is too dangerous or otherwise undesirable to continue boarding at the Premises. In such case, Owner shall be solely responsible for removing the horse immediately upon receipt of said notice and for payment of all fees incurred during the horse's presence upon the Premises of HJ Sporthorses. All fees due by Owner with respect to said horse shall be paid in full upon removal. A HORSE MAY NOT BE REMOVED FROM THE PREMISES UNTIL ALL MONEY THEN OWED BY OWNER TO HJ SPORTHORSES FOR EACH HORSE IS FULLY PAID AND RECEIVED BY HJ SPORTHORSES. OWNER EXPRESSLY RECOGNIZES THE LEGAL ENTITLEMENT OF HJ SPORTHORSES TO A STABLEKEEPER'S LIEN PURSUANT TO FLORIDA STATUTE § 713.65 UPON EACH HORSE FOR WHICH AN OUSTANDING BILL IS OWED HJ SPORTHORSES.

Owner is also given notice that has a right of lien as set forth in the laws of the State of Florida, with respect to the horse and all personal property of owner stored upon the Premises, which storage is allowed as part of the consideration for the payment for the boarding of the owner's horse(s). Should Owner not pay the board as provided herein, HJ Sporthorses shall also have lien upon Owner's personal property located on the Premises.

In the event HJ Sporthorses exercises any of the lien rights of HJ Sporthorses, this Agreement shall constitute a Bill of Sale and authorization to process transfer

Initials of Owner:_____

applications for any personal property, vehicle or horse riding discipline and/or breed registration as may be applicable. In the event HJ Sporthorses employs legal counsel to enforce its lien rights according to law or for collection of this account, Owner agrees to pay all attorney's fees, costs and other related expenses for which a minimum charge of \$1,500 will be assessed.

E. Insurance :

Owner shall be responsible for insuring Owner's horse(s) at whatever type and level of coverage Owner sees fit and is also responsible for insuring against the acts and omissions of Owner, Owner's employee(s), contractors and guests while on the Premises. HJ Sporthorses does not provide any insurance whatsoever covering Owner's horse(s) or the acts and omissions of Owner, Owner's employee(s), contractors and/or guests.

2. DESCRIPTION OF HORSE(S)

PRIOR TO ENTRANCE UPON THE PREMISES OF HJ SPORTHORSES, THE OWNER SHALL PRESENT A CURRENT COGGINS CERTIFICATE FOR EACH HORSE LISTED BELOW TO HJ SPORTHORSES.

NAME OF HORSE: _____
SEX: _____
BREED: _____
MICROCHIP #: _____

3. OWNER AND INSURANCE INFORMATION

Primary Responsible Party for Horse:

- NAME: _____
- EMAIL: _____
- ADDRESS : _____
- PRIMARY PHONE(S) : _____

- EMERGENCY CONTACT : _____
- RELATIONSHIP : _____
- PRIMARY PHONE(S) : _____

- EQUINE INSURANCE INFORMATION
- INSURANCE CARRIER NAME : _____
- POLICY NUMBER : _____
- COVERAGE TYPES : _____
- CONTACT PHONE NUMBER(S) : _____
- NAME AS INSURED (HORSE'S NAME) : _____

Initials of Owner: _____

4. RELEASE AND HOLD HARMLESS AGREEMENT, RISK OF LOSS, AND STANDARD OF CARE.

A. Release and Hold Harmless Agreement :

During the time that the horse(s) is/are in the care, custody and control of the HJ Sporthorses, it, and its owners, officers, agents and employees shall not be liable, and Owner hereby releases HJ Sporthorses, LLC., Heather L. Hurwitt, Jordan M. Matrisian, and the Heather L. Hurwitt 2021 Revocable Trust and its/their officers, agents and employees for any sickness, disease, estray, theft, damages, death, or injury which may be suffered by the Horse(s) or any other cause or action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s) whether caused by the negligence of HJ Sporthorses, Owner, or their agents, employees and/or contractors. Owner agrees to hold HJ Sporthorses harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend HJ Sporthorses from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with HJ Sporthorses. This release includes, but is not limited to, any personal injury or disability the horse Owner or Owner's guest, may receive on the HJ Sporthorses premises. Owner agrees that Owner and any other person riding the Owner's horse(s) upon, in or out of the Premises, shall wear a properly fastened equestrian riding helmet.

B. Risk of Loss :

The Owner fully understands that HJ Sporthorses does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of HJ Sporthorses are to be borne by the Owner. HJ Sporthorses strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

C. Liability Waivers, Helmets, No Other Animals :

Owner agrees to execute a Liability Waiver, in the form presented to Owner. Owner also agrees to require any individual who comes upon the Premises to execute the same Liability Waiver and to turn over such executed copy to HJ Sporthorses upon execution. Owner agrees that Owner and any other person riding Owner's horse(s) shall wear a suitable helmet approved by United States Equestrian Federation at all times. Owner further acknowledges the presence of dogs on the Premises of HJ Sporthorses and shall not bring any other animals, other than Owner's horse(s) onto the Premises of HJ Sporthorses at any time, nor permit any third person to do so.

D. THE STANDARD OF CARE APPLICABLE :

TO HJ SPORTHORSES IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL HJ SPORTHORSES BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE HUNDRED DOLLARS (\$500) PER HORSE. OWNER AGREES TO OBTAIN

Initials of Owner:_____

EQUINE INSURANCE FOR ANY HORSES VALUED IN EXCESS OF FIVE HUNDRED DOLLARS (\$500) AT OWNER'S EXPENSE OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE HUNDRED DOLLARS (\$500). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE HJ SPORTHORSES WITH THE COMPANY'S NAME, ADDRESS, AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. PERSONAL PROPERTY IN STORAGE ON PREMISES.

HJ Sporthorses is in no event responsible for the theft, loss, damage, or disappearance of any tack or equipment or other personal property, including vehicles and trailers, stored at HJ Sporthorses and same is stored at Owner's risk. HJ Sporthorses shall not be liable for the theft, loss, damage, or disappearance of any tack, equipment, or personal property taken to horse shows or clinics.

6. FARM SAFETY RULES

Upon execution of this Agreement, Horse Owner agrees to conform to the following rules of HJ Sporthorses:

1. NO SMOKING within 50 feet of any building containing horses, animals, hay, or manure. Cigarette butts must be disposed of properly and not thrown on the ground.
2. DOGS ARE NOT ALLOWED UNLESS PRE-APPROVED AND KEPT IN KENNEL. If dogs are permitted by HJ Sporthorses, the dog owner is responsible for cleaning up after said dog(s). All dog(s) must be kept on a leash while on the Premises of HJ Sporthorses at all times.
3. CHILDREN UNDER 16 MUST BE SUPERVISED BY AN ADULT AT ALL TIMES.
4. RIDING IS PERMITTED IN DESIGNATED AREAS ONLY. Riding, lunging, and training must be performed in arenas or designated areas; open areas are for hacking at walk or hand-walking and hand-grazing. Riding in the stable area or paddocks is prohibited.
5. Lunging is ONLY allowed in the lunging area. NO EXCEPTIONS.
6. Trainers and instructors must be approved and insured. Outside trainers are prohibited without prior permission in writing.
7. Boots with heels are required when riding, and hard-soled, closed-toe leather shoes, or boots are recommended when working around horses at any time.
8. An ASTM/SEI approved hard hat, with the harness buckled securely, must be worn when mounted.
9. Do not feed your horse hay or grain. If you feel your horse's feed needs to be adjusted, please let us know and we will adjust it accordingly.
10. Jumping is only permitted during lessons.
11. Owners are permitted to keep one trunk per horse and use one saddle and bridle rack per horse. Please store any excess equipment offsite.
12. Proper tack, lunging equipment, and halters with leads are required for the appropriate activity. HJ Sporthorses reserves the right to require individuals to

Initials of Owner: _____

cease an equestrian activity if it is being performed with improper or unsafe equipment.

1. Do not handle or enter the stall of another person's horse unless the owner has asked you to do so or if it is an emergency that you are competent to address.
2. Do not borrow equipment unless you have permission from its owner.
3. Put all equipment where you found it after use and ensure that the equipment is neat and clean.
4. Please drive under 10 MPH when entering and exiting the farm.
5. Please respect our privacy. Please do not call between the hours of 9:00pm and 8:00am unless there is a true emergency.

7. ENTIRE AGREEMENT; JURISDICTION AND VENUE; ATTORNEY'S FEES.

This Agreement represents the entire agreement between the Parties, other than the Liability Release executed between any equine activity participant and HJ Sporthorses. No other contacts, promises, or representations, verbal or implied, are included herein unless specifically stated in this written Contact. The Parties hereto hereby consent to the personal jurisdiction of the State of Florida and waive any defense thereof and objection thereto. This Agreement is made and entered into in the State of Florida, Marion County, which shall be the sole proper venue for any disputes arising out this agreement, and shall be enforced and interpreted in accordance with the Laws of Florida. The prevailing party in any such litigation shall be entitled to recover of all costs and reasonable attorney's fees from the non-prevailing party.

8. ENFORCEABILITY AND SEVERABILITY OF AGREEMENT.

In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Signature of Owner: _____

By (Print Name): _____

Date Signed: _____

Address: _____

HJ Sporthorses, LLC.: _____

By (Print Name): Heather L. Hurwitt

Address: 11198 NW 42nd Street, Ocala, FL 34482

Initials of Owner: _____