



Twin Oaks Farm LLC – Boarding & Foaling Contract

This Boarding & Foaling Agreement is made and executed this _____ day of 20___, between **Twin Oaks Farm LLC**, Bill Mitchell, herei nafter designated “M anager”, and - _____ hereinafter designated “Owner”, and if Owner is a minor, Owner’s Parent or Guardian _____. Twin Oaks Farm LLC agrees to accept Owner’s Horse _____ Reg. # _____ Year ____ Color _____ for Boarding & Foaling at the Owner and Twin Oaks Farm LLC mutually agree to the following Conditions:

1. **Owner shall pay** Twin Oaks Farm LLC the **foaling out fee of \$300.00 at the time of signing the contract.** The boarding fees are:
 - a. Dry Mare \$15.00/per day
 - b. Wet Mare \$19.00/per day
 - c. Year Around Mare \$400.00/per month (consideration made after 4th month)
 - d. Show Mare \$23.00/per day (Blankets, Daily Exercise and Grooming)

The Owner is charged the Dry Mare rate until the Mare foals, then the Wet Mare rate applies from the day the mare foals until the Mare and foal leave the premises or the foal is weaned. All Board, Mare and Foal & Veterinarian fees are to be paid before the mare leaves the premises. Foal Tetanus anti-toxin vaccination, IgG test and veterinarian health care cost are extra.
2. A Veterinarian’s current health certificate, deworming & immunization record are all required and must be provided to Twin Oaks Farm LLC along with a completed Mare Health Form BEFORE the Mare is allowed on the premises. All horses require a current negative coggins test.
3. Boarding fees are due when the mare arrives, and on the FIRST (1st) of each month thereafter, and timely payments are strictly enforced. If a payment is overdue by 30 days, the contract will be terminated. The Owner must remove the horse immediately at the Owner’s expense. Shall either party breach this contract; the breaching party shall pay the other party’s court costs and all fees relating to the care of the horse.
4. Twin Oaks Farm LLC is responsible for their own; safety and that of the Employees of Twin Oaks Farm LLC. The Owner is not liable for any injury or damage caused by owner’s horse or foal.
5. Owner accepts full responsibility to carry full and complete insurance coverage on Owner, Owner’s Horse(s), and Owner personal property. Owner agrees that Twin Oaks Farm LLC, and their Employees are not liable for the health, sickness, accident, theft, death and/or act of nature to Owner’s horse(s). Owner agrees that Twin Oaks Farm LLC and their Employee are not liable for any injury and/or accident caused to owner and/or any loss, damage, and/or theft to owner’s personal property caused by an injury and/or accident. Twin Oaks Farm LLC is not liable for any or all gestation and/or foaling complications, both to the mare and/or to the foal, or to the sickness and/or death of the mare and/or foal pertaining to foaling to pre-foaling or post-foaling care. During outside turnout, the mare and/or mare and foal may be turned out in a small pasture/large lot with other broodmare(s) and/or broodmare(s) and foal(s). The mare owner accepts all responsibilities for any injuries and/or death that may occur, either to the mare and/or mare and foal during turnout and/or to any time while on the premises of Twin Oaks Farm LLC.
6. At the time of delivery, and at Twin Oaks Farm LLC and/or Employee’s discretion, if a horse seems sick, dangerous, or otherwise undesirable, the Twin Oaks Farm LLC and/or Employee has the right to not allow the animal on the premises and to refuse boarding of the horse. Owner warrants that the horse shall be free infectious, contagious, or transmissible disease.
7. Twin Oaks Farm LLC will use a Veterinarian of their choice as the Farm Veterinarian. The Owner will be responsible for regular Veterinarian and Farrier attention; will be responsible for expenses incurred and expenses will be invoiced directly to the Owner. In case of an emergency, the Veterinarian will be contacted at Twin Oaks LLC and/or Employee’s discretion and the Owner will be contacted immediately. After reasonable efforts have been made to contact the Owner, Twin Oaks Farm LLC has permission to proceed with Veterinarian care and/or treatments. If, in the

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 *www.TwinOaksKentucky.com*Bill@twinoakskentucky.com
 Barn Phone 270-563-3210 * Bill's Cell 270-576-3170.



opinion of the Veterinarian, the horse needs to be isolated, the Owner gives the Twin Oaks Farm LLC permission to provide for the isolation and/or removal of the horse, and make arrangements for proper care. Twin Oaks Farm LLC will use a veterinarian and farrier of their choice to provide necessary care, unless Owner has requested his Veterinarian, and his Farrier, _____ be used. If they are unavailable, Twin Oaks Farm LLC will contact the Farm's choice. Owner agrees to be responsible for all expenses, including transportation.

8. Owner acknowledges the fact that dam ages, injuries, accidents, and/or death can occur due to circumstances with the Owner's horse and/or due to circumstances with other horses and Owner takes full responsibility of any dam ages, injuries, accidents and/or death to their horse, themselves or their personal property while on the premises.
9. This Boarding & Foaling Contract is entered into the State of Kentucky and will be enforced under the laws of Kentucky. This Boarding & Foaling Contract is non-assignable & non-transferable. This Boarding & Foaling Contract represents the entire agreement between the parties. No other agreement or promise, verbal or implied, is enforceable unless stated in this written Boarding & Foaling Contract. Twin Oaks Farm LLC, then it is binding on both parties. Twin Oaks Farm LLC, and/or Owner may terminate this contract for any reason.

Boarding & Foaling Contracts Begins on _____, 2010.

Warning-Under Kentucky law, an equine activity sponsor or equine professional is not liable for any injury to or the death of, participant in equine activities resulting from the inherent risks of equine activities.

Mare Owner Information	Payment Information
Name:	Cash
Address:	Cashier Check
	Personal Check
Phone:	
Cell Phone:	
Fax:	
Email Address:	
X	x
Mare Owner	Twin Oaks Farm LLC – Bill Mitchell
Date:	Date:

Insufficient Funds will be charged a \$25 (twenty-five) fee plus 10% interest per month