

Malu'Olu Riding Club  
41-426 Hihimanu St  
Waimanalo Hawaii 96795

Boarding Agreement

This Boarding Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 20 \_\_, by and between the Malu'Olu Riding Club, LLC, a Hawaii limited liability company, whose principal address is 41-426 Hihimanu St Waimanalo Hawaii 96795 (hereinafter referred to as the "OPERATOR"), and

Whose address is set forth on Exhibit A (hereinafter referred to, individually, or collectively, as the "OWNER").

RECITALS

Whereas, OWNER is the legal and equitable owner of the horses named below and further described in Exhibit A (hereinafter referred to either individually by their designated letter, that is, as "Horse A," "Horse B," and/or "Horse C," or collectively as the "Horse[s]").

	Name	Sex	Breed	Markings
Horse A:	_____			
	Boarded in: _____		Boarding Fee: \$ _____	
Horse B:	_____			
	Boarded in: _____		Boarding Fee: \$ _____	
Horse C:	_____			
	Boarded in: _____		Boarding Fee: \$ _____	

Whereas, OPERATOR is an independent contractor and the operator of the Malu'Olu Riding Club in Waimanalo, Hawaii (hereinafter referred to as the "Premises"), and provides boarding facilities and services for horses at the Premises as described herein;

INITIALS \_\_\_\_\_

Whereas, OWNER desires to board the Horse(s) at the Premises;

NOW THEREFORE, OPERATOR and OWNER hereby agree as follows:

## Agreement

### Article I

#### Delivery of Horse(s)

1. Owner to Deliver Horse(s): OWNER shall, at OWNER'S sole cost and expense, deliver the Horse(s), uninjured and in good health, to the Premises.
2. OWNER shall provide to OPERATOR, prior to delivery of the Horse(s), proof of a negative Coggins test and current vaccinations for equine influenza, strangles, tetanus, rhinopneumonitis and sleeping sickness.
3. OWNER shall deliver to OPERATOR, prior to delivery of the Horse(s); the first month's boarding fee and the required security deposit for each horse.

### Article II

#### Boarding Facilities and Services

1. Feeding of the Horse(s): OPERATOR shall provide the Horse(s) with 20-pounds of feed daily. Feed divided into two daily feedings, each consisting of Alfalfa Hay Cubes and/or Timothy Hay. It is the obligation of the OWNER to provide and disburse and all other feed, supplement or medication requirements of the Horse(s) at the sole cost and expense of the OWNER.
2. Shelter: OPERATOR shall provide boarding for the Horse(s) at the following facilities: Pipe Barn. The Horse(s) shall initially board in the facility set forth on the first page of this Agreement. INITIALS \_\_\_\_\_

3. OPERATOR shall also provide the Horse(s) with water and but no stall/paddock cleaning. Bed shavings will be provided by OWNER. Horse waste removed by OWNER shall be disposed of at the designated manure pile.
4. Wash racks and Cross-ties: OWNER will remove any and all horse waste from these common areas and dispose of waste in muck can immediately. Do not sweep waste off concrete pad and leave it. Waste includes, but is not limited to: manure, urine, hoof pickings, hair shavings, grooming supplies, personal property, and the like.
5. Pasture Turn-out Areas: OPERATOR will provide designated pasture areas for horse turn-out. Turn-out of the Horse(s) shall be at OWNER'S sole discretion and risk. OWNER shall be expressly responsible for turning out the Horse(s), if turn-out is desired. Each of the Horse(s) may be turned out for a MAXIMUM OF ONE (1) HOUR DAILY. Any OWNER who abuses this restriction may be denied future turn-out privileges.
6. Health of Horse(s) / Veterinary Care: OWNER shall keep each of the Horse(s) currently vaccinated for equine influenza, strangles, tetanus, rhinopneumonitis and sleeping sickness. OWNER shall provide OPERATOR with an annual certification showing that all vaccinations are current. OPERATOR reserves the right, in OPERATOR'S sole discretion, to modify the preceding required vaccinations. In the event OPERATOR observes symptoms of disease and sickness in the Horse(s), OPERATOR may (but shall not be obligated to) obtain such veterinary service, care, and supplies, at OWNER'S sole cost and expense, for the Horse(s) as may be required to treat such condition. As an alternative, OPERATOR may require OWNER to temporarily or permanently remove the Horse(s) from the PREMISES.
7. Emergency Illness or Injury: If the Horse(s) becomes ill or is injured and appears to need treatment, OPERATOR shall attempt to contact OWNER. If OPERATOR is unable to contact OWNER; or if OWNER does not take action or direct OPERATOR so to what action to take; or if the health of the Horse(s) requires immediate action; INITIALS\_\_\_\_\_

OPERATOR is hereby authorized, pursuant to the Equine Emergency Medical Release form attached hereto as Exhibit "B," but not obligated, to contact OWNER'S veterinarian and, failing such contact, to secure the services of any veterinarian or Ferrer, to administer medication, or to provide any other attention as OPERATOR believes necessary in OPERATOR's sole judgment. OWNER shall reimburse OPERATOR, within fifteen (15) days from the date OWNER receives and invoice therefore, for all costs of such attention and care incurred by OPERATOR. OPERATOR is also authorized to arrange direct billing from any provide to OEWBNER for the costs of such attention and care.

8. Worming Program: OWNER will participate in OPERATOR's worming program. All horses on the Premises will be on a synchronized schedule to control parasite infestation. OWNER shall be responsible to pay the costs of such program.
9. Grooming / Exercise of Horse(s): The OPERATOR shall not be responsible to groom, train or exercise the Horse(s). OWNER is solely responsible for the grooming, training and exercise of the Horse(s). If OWNER employs the services of a Trainer and/or Horse Handler to provide grooming, training and/or exercise for the Horse(s), OWENR shall deliver to OPERATOR, prior to the Trainer/Horse Handler providing such services at the Premises, written authorization for the Trainer/Horse Handler to provide such services. The Trainer/Horse Handler must also, prior to providing such services, execute and deliver a Release and Waiver of Claims, including the Trainer's Addendum, in the form attached hereto as Exhibit "D," and provide proof to OPERATOR that the Trainer/Horse Handler carries the required personal liability insurance.
10. Use of Riding Areas: OPERATOR also provides various riding areas for the use of OWNER and the Horse(s), in common with all others entitled to such use, including outdoor arenas, dressage arena, and walking path. Use of the riding areas shall be at OWNER'S sole discretion and risk, and subject to the then current Rules and Regulations. Any OWNER who abuses the use of the riding areas may be denied future use thereof. OPERATOR reserves the right to close any riding area at any time for any reason.

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## Article III

### Terms and Fees

1. Boarding Fees: The present boarding fees are listed in the Prices and Services form attached hereto as Exhibit "C." OPERATOR reserves the right to increase or decrease such boarding fees in OPERATOR's sole discretion. In consideration of the boarding, facilities and services provided by OPERATOR, OWENR agrees to pay OPERATOR the boarding fees in effect from time to time. The initial fees are set forth on the first page of this Agreement.
2. Security Deposit: OWENR shall deliver to OPERATOR one month's boarding fee per horse as a security deposit.
3. No Prorating of Fees: Fees for boarding the Horse(s) for only a portion of a month shall not be prorated, except for (i) fees for the first month of boarding, which shall be prorated, and (i) fees that will be prorated as provided in Article VI, Section 6 below.
4. Time of Payment: The first month's boarding fees and the security deposit must be paid prior to or upon delivery of the Horse(s) to the Premises. Thereafter, boarding fees shall be due and payable on the first day of each month, without notice, demand or offset. Fees may be mailed, payable to **Malu'Olu Riding Club, at 41.426 Hihimanu St, Waimanalo, Hawaii 96795.** Fees must be **received** by OPERATOR **no later than the first day of each month.** Fees may also be deposited in the DROP BOX located in the Pipe Barn **no later than the first day of each month.** **OWNER will not receive a monthly billing statement.**
5. Changes in Fee Rates: OPERATOR will provide not less than thirty (30) days' prior written notice to OWNER prior to any change in the schedule of Prices and Services. Within five (5) days after receiving such notice, OWENR may elect, in a written notice to OPERATOR, to terminate this agreement in accordance with Article VI, Section 5.
6. Late Fees / Interest: If OWNER fails to pay the boarding fees by the fifth (5<sup>th</sup>) day of each month, a late fee of ten percent (10%) of the amount due shall be paid by OWNER. Initials \_\_\_\_\_

The boarding fees or other charges due from OWNER hereunder which are not paid when due will accrue interest at a rate of one percent (1%) per month or fraction thereof from the day on which it was due until the day on which it is paid in full with accrued interest.

Article IV

Costs and Expenses

1. Veterinary / Blacksmith Costs: Arranging for and paying the costs of any veterinary or blacksmith care, services, or supplies furnished to the Horse(s) after their delivery to OPERAOR pursuant to this Agreement shall be the responsibility of the OWNER (except in the case of an emergency as provided in Article II, Section 5).
2. Risk of Loss: During the time that the Horse(s) are boarded with OPERAQTOR, OPERATOR shall not be liable for any sickness, disease, loss by fire, theft, running away, death or injury suffered by the Horse(s) or any other cause of action whatsoever arising our of or connected in any way with the boarding of the Horse(s), excepting only OPERATOR's gross negligence and/or will full misconduct. All risk of illness, loss or injury to the Horse(s) shall be borne by OWNER. This Article IV, Section 2 shall in no way limit or restrict OWNER's assumption of such risk pursuant to the Release and Waiver of Claims attached hereto as Exhibit "D."
3. Events Beyond OPERATOR's Control: In any "event" (including, but not limited to, feed suppler shortages, shipping strikes, hurricane, and/or acts of God) over which the OPERATOR has no control, due to which feed, water and/or supplies cannot be delivered to OPERATO by normal means, OPERATOR shall be excused from performance hereunder and OWNER shall be responsible for such feed, water and/or supplies until such time that the "event" has ceased to restrict delivery. Initials \_\_\_\_\_

Article VI

General Provisions

1. Ownership of Horse(s): OWNER represents that OWNER is the sole owner of the Horse(s) and that there are no liens or other encumbrances against any of the Horse(s).
2. Accuracy of Information: OWNER certifies that all the information provided by OWNER in this Agreement and in any Exhibit is true and correct. OWNER shall immediately inform OPERATOR of any change in such information. OWNER believes all other statements contained therein are true and correct.
3. Hold Harmless: OWENR shall hold OPERATOR and Malu'Olu Riding Club, a Hawaii limited liability company, harmless from any and all liability for any sickness, disease, loss by fire, theft, running away, death or injury suffered by the Horse(s), or any other cause of action arising from or connected in any way with the boarding of the Horse(s), whether the Horse(s) are on the Premises or not. OWNER shall be solely responsible for all acts and behaviors of the Horse(s) at all times during the term of this Agreement, and in no case shall OPERATOR be liable for the acts and behavior of the Horse(s) or any other horses on the Premises. OWNER shall indemnify, defend, and hold OPERATOR harmless from any claim resulting from damage or injury caused by the OWNER and/or the Horse(s) to any person or property and agrees to pay all reasonable attorney's fees incurred by the OPERATOR in the defense of any action arising out of or in any way connected to OWNER's conduct, or the conduct of the Horse(s). This Article VI, Section 3 shall in no way limit or restrict OWNER's obligations to hold harmless and indemnify OPERATOR pursuant to the terms of the Release and Waiver of Claims executed by OWNER and attached as Exhibit "D."
4. Personal Injury on Premises: Claims for personal injury to OWNER or any other person while on the Premises will be subject to Hawaii Revised Statute, Chapter 663B. For personal injury caused by any of the Horse(s) or any other horse on the Premises, liability will be presumed not to have been cause by OPERATOR if the injury can reasonably be found to be caused by the inherent risk and unpredictable nature of the Horse(s) and equestrian related activities.

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5. Terms of Agreement: Except as expressly provided in this Agreement, this Agreement shall continue in full force and effect until terminated by notice given by either party to the other at least thirty (30) days prior to the date selected for termination. In the event OWNER terminates this Agreement without giving thirty (30) day's notice, OWNER shall pay OPERATOR one (1) month's boarding fees as liquidated damages.
  
6. Termination for Dangerous Behavior or Activity: Notwithstanding any other provision in this Agreement to the contrary, if OPERATOR, in OPERATOR's sole discretion, at any time deems any behavior or activity of OWNER and/or the Horse(s) to be dangerous and/or detrimental to the good of the Malu'Olu community as a whole, OPERATOR