

CHATHAM FARM, LLC

INCOMING HORSE PACKAGE

Dear Prospective Boarder,

Thank you for your interest in Chatham Farm. We are honored you have chosen to board your horse with us. We intend to provide both you and your horse the best in equine care, and sincerely hope you find boarding at Chatham Farm to be a wonderful and fulfilling experience for both of you.

This package includes all the necessary paperwork to welcome your horse into the Chatham Farm "Family." It also includes several pages of general information for your files. *Please complete the entire packet and return it to CF with copies of the other required documentation.* We will sign the contract and return an executed copy to you for your records

Incoming Horse Package:

1. **Farm Roster Information** – Please fill out one form per horse.
2. **Equine Health Care & History Form** – Please fill out one form per horse.
3. **Medical Requirements** - This page is for your information only.
4. **Boarder/Guest Release and Hold Harmless Agreement** – Please fill out one form per person. Every person walking on the CF property must have a Guest Release and Hold Harmless Form on file in the Manager's Office before touching a horse. Everyone is required to fill out this form prior to going anywhere near a horse; no exceptions.
5. **Horse Boarding Contract** – Please fill out one form per horse.
 - a. Boarding Services
 - b. Code of Conduct/Farm Rules
6. **Chatham Farm Boarding Services Rate Sheet** – This page is for your information only. Signing the boarding contract acknowledges that you have reviewed the rate sheet.

Again, we look forward to working with you and your horse. If you have any questions about the content of this package, don't hesitate to ask us.

Sincerely,



Kathy Bohman
Owner/Manager
Chatham Farm, LLC

CHATHAM FARM, LLC

FARM ROSTER INFORMATION

Board Care Level: (Circle One) Premium Care Standard Full Care

Boarder's Information:

Name _____ Birthday _____

Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Alternate Phone: _____

Emergency POC(s): _____

Emergency POC(s) Phone #: _____

Vet Contact Info: _____

Farrier Contact Info: _____

This Contract Covers the Horse Described as Follows:

Barn Name: _____ Show Name: _____

Breed: _____

Age: _____ Height: _____ Sex: _____ Color: _____

Markings: _____

Shoes: (please circle) FRONT HIND BOTH Seasonal Change: **OY ON**

Known Allergies: _____

In Case of Equine Emergency:

Horse Insured? **OY ON** Insured Value: _____ Insurance Co: _____

Policy #: _____ Insurance Co. Emergency Phone #: _____

(Please provide a copy of your horse's insurance policy)

Feeding Information:

Hay Type: (please check all that apply) _____ Orchard Grass/Alfalfa Mix _____ Timothy

Grain (in scoops): _____ Sweet _____ Pellets _____ Senior _____ Other

AM Supplements: _____

PM Supplements: _____

Oral Medications (*in food*): _____

Special Instructions for Feeding: _____

Turnout Information/Restrictions:

Turnout Preference: _____ Group _____ Private* _____ Semi-Private* (**fee applies*)

Turnout Restrictions (NO T/O): _____ Rain _____ Snow _____ Mud _____ Deep Mud

Special Instructions for Turnout: _____

A la Carte Services (*included in Premium Care board*):

Daily Hoof Picking: **OY ON**

Private/Semi-private Turnout: **OY ON**

Other (*please specify*): _____

Blanketing Instructions:

50-60 degrees:

40-50 degrees:

30-40 degrees:

20-30 degrees:

Below 20 degrees:

Body clipped: **OY ON**

Special Instructions for Blanketing: _____

CHATHAM FARM, LLC

EQUINE HEALTH CARE & HISTORY

1. Does horse have any medical conditions (i.e., allergies, narcolepsy, frequent colics)?
OY ON
If so, please describe:

2. Does horse have any vices or bad habits (i.e., cribbing, biting, kicking, bad ground manners)?
OY ON
If so, please describe:

3. Explain the type of turnout this horse is used to (i.e., group, private, number of hours, supervised only, protective boots required, etc.):

4. Date of current negative Coggins (provide a copy): _____(no admittance without current negative Coggins certificate)
5. Current deworming program – check one: **O**daily **O**8-week rotation
Schedule: _____

8. Current on Vaccinations: **OY ON**

Please enter date (month/year) of last immunization for each of the following vaccines:

Tetanus: _____	Rhino/Flu: _____
EWE/EEE: _____	West Nile: _____
Strangles: _____	Rabies: _____
Potomac Horse Fever: _____	PHF: _____
Botulism: _____	Other: _____

*If your horse cannot receive certain vaccinations due to an immune issue, please provide a letter from your regular veterinarian explaining the situation.

7. Any additional information of which CF personnel should be aware (medications, etc.)?

_____ (Please Initial) I certify that to the best of my knowledge, this horse has not been exposed to any infectious or contagious disease in the month prior to commencing boarding at Chatham Farm.

CHATHAM FARM, LLC

MEDICAL REQUIREMENTS

PARASITE CONTROL: Chatham Farm will deworm every eight (8) weeks on a 3-way rotating dewormer schedule at no additional charge. This rotation is subject to change based on new research and/or veterinary recommendations.

February 1:	Fenbendazole or Oxibendazole <i>Safe-guard, Panacur, Anthelcide EQ</i>
April 1:	Ivermectin/Praziquantel (or *Moxidectin) <i>EquiMax, Zimectrin Gold (or *Quest Plus)</i>
June 1:	Pyrantel Pamoate <i>Strongid Paste, Strongyle Care</i>
August 1:	Fenbendazole or Oxibendazole <i>Safe-guard, Panacur, Anthelcide EQ</i>
October 1:	Ivermectin/Praziquantel (or *Moxidectin) <i>EquiMax, Zimectrin Gold (or *Quest Plus)</i>
December 1:	Pyrantel Pamoate <i>Strongid Paste/Strongyle Care</i>
Semi-annual	Fecal exam (<i>recommended, but not included by CF</i>)

***Please Note:** Chatham Farm will not be responsible for de-worming with Quest or Quest Plus due to dangers of toxicity but boarders may do so at their own discretion.

RECOMMENDED VACCINATIONS

1. Spring: Tetanus, West Nile, Flu/Rhino, Eastern/Western Encephalitis 9EE/EW), Potomac Horse Fever, and Coggins Test.
2. Fall: Potomac Horse Fever, Flu/Rhino, Rabies, and West Nile boosters.
3. If your horse cannot receive certain vaccinations due to an immune issue, please provide a letter from your regular veterinarian explaining the situation.

FARRIER: Boarder is required to maintain a regular trimming/shoeing (\leq every 10 wks)

DENTISTRY: Boarder is required to have horse's teeth checked annually by an equine dentist or veterinarian and provide dental care as recommended by equine dentist or veterinarian to maintain horse's proper oral health.

ENTRY REQUIREMENTS:

1. Negative Coggins certificate within the last twelve (12) months.
2. Veterinary approved/supplied health papers verifying general health of horse and verification of vaccination history.
3. Verify last date dewormer was administered. If schedule not known, a *Power Pak* (Panacur) will be required and verification of administration required.

CHATHAM FARM, LLC

RELEASE AND HOLD HARMLESS AGREEMENT FOR BOARDER'S, TRAINERS, VISITORS, GUESTS AND INVITEES OF CHATHAM FARM, LLC

This RELEASE OF LIABILITY is made and entered into on this ____ day of _____, 20____, by and between Kathy Bohman, Tony Bohman, and Chatham Farm, LLC, hereinafter designated MANAGER and _____ hereinafter designated GUEST, and if Guest is a minor, Guest's parent or guardian, _____.

In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Guest, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Guest to carry full and complete insurance coverage on his horse, personal property and himself.
2. Guest agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE GUEST'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care or the negligence or deliberate act of another person.
3. Guest agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Guest's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
4. Guest agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Guest agrees to hold them harmless from and indemnify and defend Manager against any and all claims, causes of action, damages, judgments, costs or expenses. These expenses include attorney's fees, which in any way arise from the Guest's use of or presence upon the Manager's property and facilities.
6. Guest agrees to abide by all of Manager's rules and regulations.
7. If Guest is using his own horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if proper health papers and negative Coggins' papers are not provided or the horse is deemed dangerous or undesirable.

8. This contract is non-assignable and non-transferable and is made and entered into in the State of Ohio, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause will be interpreted as clearly as possible without conflicting with the statute. When the Manager, Guest and Guest's parent or guardian, if Guest is a minor, sign the contract, it will then be binding on all listed parties, subject to the above terms and conditions.

Further, Guest hereby acknowledges and understands that under Ohio Revised Code Section 2305.321, et al, and specifically Section (B)(1) thereof provides that an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Further, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.

Guest further acknowledges that the following are inherent risks of an equine activity and that the following are some of the subject of this waiver of tort or other civil liability:

1. The propensity of an equine to behave in ways that may result in injury, death or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, another animal, a person or an object;
5. The potential of an equine activity participant to set in a negligent manner that may contribute to injury, death or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

Guest further represents to Chatham Farm, LLC that this agreement is being made voluntarily and further that if this agreement is on behalf of a Guest who is under the age of eighteen years that the undersigned is the Guest's parent or legal guardian. Guest agrees to conduct him/herself lawfully and with cautious prudence while on Chatham Farm's property. Guest further acknowledges and understands that this agreement shall remain valid until the Guest revokes it in writing.

Guest also acknowledges and understands that Chatham Farm, LLC may provide a horse and equipment for Guest's use. If so, Guest hereby accepts any such horse and/or equipment "as is" and with all faults. In addition, Guest acknowledges and understands that Guest may be riding horses off of Chatham Farm, LLC's property and that Chatham Farm, LLC shall not be responsible for conditions off of Chatham Farm, LLC's property.

Finally, in consideration hereof, the Guest hereby releases, holds harmless and will indemnify Chatham Farm, LLC and those persons with an interest in Chatham Farm, LLC, specifically, Kathy Bohman and Anthony Bohman, from any and all liability or responsibility for any accidents, damages, injuries, illnesses, lawsuits or causes of actions incurred by Guest or any horses owned by Guest, and that the benefits of the releases and agreements set forth above in favor of Chatham Farm, LLC shall also run to the benefit of and shall apply to Kathy Bohman and Anthony Bohman.

Executed at Goshen, Ohio this _____ day of _____, _____.

Guest's Signature

Guest's Printed Name

Guest's Phone Number

Guest's Address

If signature is of parent or legal guardian of a Guest under the age of eighteen years,

Name of Guest: _____.

Chatham Farm, LLC

By: _____
Kathy Bohman, Owner/Manager

CHATHAM FARM, LLC

HORSE BOARDING CONTRACT

This agreement, made and entered into on the ____ day of _____ in the year _____, between Chatham Farm, LLC, hereinafter referred to as "CF," an Ohio Corporation located at 6870 Shiloh Rd., Goshen, Ohio 45122, and the undersigned, whose name and address is shown below and is the owner of the below described horse(s), hereinafter referred to as "Boarder."

Boarder warrants that s/he owns said horse and will provide a copy of ownership and/or current lease documentation detailing the complete nature of lessee's authority and responsibility for horse.

1. Services Rendered

- a. In exchange for the monthly boarding fee, CF will provide the following:
 - I. One box stall and an appropriate amount of clean bedding. Stalls are cleaned daily for Standard and Premium Care horses.
 - II. Morning and evening feedings of up to three pounds of grain and up to three flakes of hay per feeding per day will be provided at all board levels. For Standard Full and Premium Care board, Lunch/Night check hay, consisting of 1-2 flakes of hay, will be provided daily when the horses are stalled during lunchtime/nighttime. Additional grain and hay will be provided as needed at the owner's expense. Special feeds, medications, and/or supplements can be administered if properly bagged and tagged. Boarders can also arrange to have *SmartPak's* delivered directly to Chatham Farm for convenience. It is the owner's responsibility to provide all supplements and medications for their horse.
 - III. Owner-supplied grains/hay will be considered on a case-by-case basis only and if supplied, will be at owner's expense. CF will supply a variety of feedstuffs that should meet the needs of most horses.
 - IV. Continuous access to fresh water both in the stall and pasture.
 - V. Paste deworming according to CF's eight-week rotational deworming schedule will be provided for all horses stabled at CF at no additional cost, including horses that are already on a daily dewormer provided by Boarder. A copy of the appropriate schedule is included in the Medical Requirements supplement in this Incoming Horse Package.
 - VI. Daily turnout according to the following schedule:
 1. During cold weather, horses will be turned out during the day and stalled at night.

2. During hot weather, horses will be stalled during the day and turned out at night.
3. Horses will be stalled during harsh weather conditions such as: storms, high winds, or when the ground condition is potentially dangerous (i.e., icy, muddy, etc.).
4. Horses can remain stalled at the owner's request. If horses remain stalled for non-medical reasons, an additional stall cleaning charge will apply.
5. Private turnout is available for an additional fee to those on Standard Full Care Board and is included in the Premium Care Board package.

VII. Blanketing:

1. If Boarder chooses to blanket their horse, the horse's "clothes" shall be rugged and waterproof, being specifically designed for the rigors of turnout (no stable blankets - many stable blankets have been ruined from horses being accidentally turned out in them). An extra fee may apply for application of special turnout apparel.
2. If Boarder wants their horse blanketed, they must fill in the "Blanket Guide" on their stall door that clearly described their blankets by color and weight to reduce confusion of CF staff.
3. Boarders are limited to no more than four pieces of clothing for their horses. CF recommends the following "wardrobe" for a standard performance horse (all of which are turnout-rugged): a sheet, one lightweight blanket, one medium weight blanket and one heavyweight blanket.
4. CF does not recommend unclipped, hairy, and/or non-working horses follow this blanketing regimen.

VIII. Application of protective boots for turnout:

1. If Boarder wants horse turned out in bell boots, CF recommends Boarder supply the pull-on style and leave them on the horse all the time. CF staff is happy to flip them up or down depending on whether the horse is stalled or turned out. There is no fee for flipping bell boots.
2. Application of protective boots (e.g., gallop or splint boots) on horse for turnout is included in the Premium Care Board rate.

IX. Stall and turnout assignments are at the discretion of CF.

X. Additional services such as grooming, exercising, hoof picking and other services are available for an additional charge (see CF Boarding

Services Rate Sheet supplement in this Incoming Horse Package for more details).

XI. No field board options are available.

b. Boarders have the use of the following amenities:

- I. **Indoor and Outdoor Arenas.** All Boarders have the right to use both indoor and outdoor arenas when not in use by CF for special events like clinics, shows and seminars. Except in the case of horse shows, CF will not use all arenas simultaneously, which will always leave at least one arena available to Boarders. A schedule of all lessons and upcoming events will be posted every week in advance so that all Boarders can plan their riding schedule. Boarders are permitted to use the arenas during lessons but acknowledge that the instructor and student have the right-of-way. No more than one lesson is permitted in an arena at one time.
- II. **Grooming and Wash Stalls.** Grooming and wash stalls are available for use by CF clients. All CF clients are required to immediately clean up the entire grooming and wash stall area, including sweeping or spraying down mats, upon leaving the area.
- III. **Tack Rooms/Lounges.** Tack rooms are provided for Boarder's tack and equipment. The observation room/lounge with powder room and kitchenette is provided for the use and comfort of CF's clients and guests.
- IV. **Instruction, Training and Clinics.** All instruction and training will be scheduled through CF management. Special clinics with various well-respected clinicians may be scheduled and CF's Boarders are welcome to participate and/or audit for the standard clinic fees.

c. Outside Instructors/Trainers:

- I. Definition: Any Instructor/Trainer not on CF's payroll is considered an Outside Instructor/Trainer – even if they board at CF.
- II. There are no Outside Instructor/Trainer fees.
- III. CF has an open trainer policy and permits outside Instructors/Trainers to conduct business as Independent Contractors if the following conditions are met:
 1. Provide proof of insurance naming Chatham Farm, LLC as an additional insured prior to working with horses/people on CF's property.
 2. The Outside Instructor/Trainer is approved by CF's Owner/Manager. CF maintains a list of approved Outside Instructors/Trainers that can be reviewed upon request.

2. General Requirements of Boarders

- a. It is the Boarder's responsibility to keep current with CF's Immunization and Health Policies.
- b. All Boarders are required to clean up after themselves and to keep all barn areas and grounds neat, clean and free of debris.
- c. CF is not responsible for theft or damage to Boarder's personal property.
- d. Boarder acknowledges a "hands-off" policy regarding other horses, tack, and personal property. This includes feeding treats to any horse other than your own.
- e. CF's Code of Conduct and Farm Rules will be posted and must be followed by everyone on CF's property. Failure to follow such rules could result in dismissal from the property.

3. Incoming Horses, Dangerous Horses, Destructive Horses, and Equine Insurance

- a. All horses will be put on CF's deworming scheduling prior to turnout.
- b. All Boarders must provide a completed Equine Health Information Form (included in this Incoming Horse Package). Acceptance of the horse for boarding is contingent upon approval of CF, based on the current immunization record and information provided on this form. CF reserves the right to quarantine any horse deemed to be a health risk to the other horses in their care. CF reserves the right to refuse to accept, or choose not to keep, any horse that is deemed to be a health risk to the other horses in their care. Boarder agrees to remove horse immediately upon notification of such condition.
- c. CF reserves the right to refuse to accept, or choose not to keep, any horse that is determined to be dangerous to life or property. Boarder agrees to remove horse immediately upon notification of such condition.
- d. CF recommends that all Boarders carry full mortality Insurance coverage on their horses at the Boarder's expense. If the horse is currently insured, Boarder shall provide all relevant information to CF. Chatham Farm is not responsible for notifying the Boarder's insurance company of any disease, injury, or illness which the Boarder's horse may contract or incur.
- e. Horses deemed to be aggressive by CF management will be required to be in private turnout for an additional charge.

4. Routine Medical and Farrier Care

- a. All Boarders must provide the name and contact information of the veterinarian and farrier that they wish to use for the routine and emergency care of their horse.
- b. CF uses Lebanon Equine Clinic (hereinafter LEC) as their farm veterinarian. CF is happy to provide contact information for LEC at the Boarder's request.

- c. A copy of the required vaccination schedule is included in this Incoming Horse package.
- d. Boarder agrees and recognizes it is their responsibility to have the horse trimmed and/or shod on a regular basis (regular means no more than 10-week intervals).
- e. Boarder agrees and recognizes it is their responsibility to have the horse's teeth examined by an equine dentist or veterinarian annually or as recommended by an equine dentist or veterinarian. If deemed necessary to the health and well being of the horse, CF is authorized, but not required, to secure dental care and arrange for direct billing to the Boarder for such services.
- f. CF will be happy to schedule routine veterinary, dental and farrier care at the Boarder's request. All veterinary, dental and farrier services billed through CF will incur a 20% surcharge.
- g. CF will be happy to attend veterinary and farrier appointments in the Boarder's absence for an additional charge of \$35 per occurrence.
 - I. Provided that **24 hours notice** is given prior to an appointment, bringing horses in or turning them out after an appointment will be done at no additional cost for horses on Premium Care Board.
 - II. If Boarder does not give 24 hours notice prior to an appointment, and/or a CF staff member has to physically stand with the horse, the \$35 holding fee applies.
 - III. 24-notice may be given in the form of a voice message left on Kat's cell phone (513-310-5717) or by Email to kat@chathamfarmllc.com.
 - IV. If Boarder's equine practitioner (i.e., farrier, vet, masseuse, etc.) handles the horse entirely on his/her own, requiring no time or assistance from CF staff, there is no CF fee.
 - V. CF management reserves the right to waive this fee on a case-by-case basis.
- h. CF is not responsible for veterinary care of Boarder's horse, including changing bandages, treating wounds, applying bandages, administering paste medications, etc., unless horse is on Premium Care Board or chooses to pay for CF minor medical services.

5. Emergency Care

- a. In the event of an injury or illness, CF agrees to attempt to contact Boarder should CF believe that medical treatment is needed for Boarder's horse. If the Boarder cannot be reached, Boarder authorizes CF to provide and/or secure emergency veterinary and/or farrier care required for the health and well being of Boarder's horse.
- b. Boarder agrees to hold CF harmless from any and all claims for damage or injury to the horse or any person or other property arising from the provision of such emergency care under all circumstances.

- c. CF will first contact the Boarder's primary veterinarian; if they cannot be contacted, or cannot respond in a timely manner, then the Boarder consents to treatment by CF.
- d. Due to liability issues, CF will not administer injections to any boarded horse with the possible exception of dire emergency when veterinary help is not available and with the Boarder's verbal consent. In the case of a dire emergency with the Boarder's verbal consent Boarder agrees to hold CF harmless of any resulting problems and/or complications under all circumstances.
- e. If an illness or injury suffered by the horse is so serious that it requires referral to a specialist or hospital, Boarder hereby authorizes the attending veterinarian to refer such horse(s) for such specialty care to:

The _____ referral hospital or the
 referral hospital of Dr. _____.

f. UNLESS OTHERWISE INDICATED ABOVE, CF SHALL ASSUME THAT BOARDER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS CF IS INSTRUCTED BY BOARDER THAT THE HORSE IS NOT A SURGICAL CANDIDATE.

g. BOARDER SPECIFICALLY AUTHORIZES HUMANE DESTRUCTION OF THE HORSE IF, IN THE OPINION OF THE ATTENDING VETERINARIAN SUCH HUMANE DESTRUCTION IS NECESSARY AND UNAVOIDABLE, AND BOARDER OR BOARDER'S DESIGNATED AGENT CANNOT BE REACHED WITHOUT UNNECESSARILY PROLONGING THE HORSE'S SUFFERING.

If Boarder chooses to deny humane destruction in the event that Boarder or their agent cannot be reached Boarder must initial here: _____

- h. Prior to any period during which Boarder will be unavailable, Boarder shall notify CF as to what party is authorized to make decisions in the Boarder's place with regard to the health, well being, and/or medical treatment of the horse.
- i. Charges incurred from veterinary expenses are the sole and exclusive responsibility of the Boarder, and should be paid directly to the veterinarian. CF is authorized, as Boarder's agent, to arrange direct billing to Boarder for all costs of emergency veterinary care.
- j. Any veterinarian service billed through CF will incur a 20% surcharge.

6. Risk of Loss

- a. CF, its agents and/or employees, shall not be liable for the accident, injury, disease, theft, or death of any horse while in the custody or any other cause of action whatsoever arising out of, or connected in any way, with the boarding of the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on CF's premises.

- b. Any and all insurance coverage for boarded horses including, but not limited to, any personal liability, accidental injury, theft, or equine mortality insurance, or for any other reason for which the horse is in the possession on the premises of CF, is to be borne by the Boarder at Boarder's sole expense.
- c. If Boarder desires insurance coverage on Boarder, Boarder's horse, and/or Boarder's personal property, it is their responsibility to acquire and carry their own insurance policy.
- d. IN NO EVENT SHALL CF BE HELD LIABLE TO BOARDER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF TWO THOUSAND DOLLARS (\$2,000) PER ANIMAL. BOARDER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMAL(S) VALUED IN EXCESS OF TWO THOUSAND DOLLARS (\$2000), AT BOARDER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF TWO THOUSAND DOLLARS (\$2,000). BOARDER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO BOARDER'S INSURANCE COMPANY. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT BOARDER'S RISK.

7. Hold Harmless/Release

- a. Boarder hereby acknowledges and understands that under Ohio Revised Code Section 2305.321, et al., and specifically Section (B)(1) thereof provides that an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Further, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.
- b. Boarder hereby acknowledges that CF is in compliance with Ohio Revised Code Section 2305.321 by having a sign clearly posted at the entrance to the indoor arena observation room.
- c. Further, Boarder acknowledges and understands that the following are inherent risks of an equine activity and that the following are the subject of this waiver of tort or other civil liability:
 - I. The propensity of an equine to behave in ways that may result in injury death or loss to persons on or around the equine;
 - II. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
 - III. Hazards, including, but not limited to, surface or subsurface conditions;

- IV. A collision with another equine, another animal, a person, or an object;
 - V. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
- d. In the event that the horse causes any property damage or personal injury while boarded at CF, the Boarder agrees to hold CF harmless from any and all liability, which may occur as a consequence, and agrees to pay for any and all damages to CF property.
 - e. Boarder holds harmless CF, and its agents, employees, and representatives from any and all losses or damages to him/her self, family members, friends, and associates resulting from the boarding of his/her horses at CF.
 - f. A Release and Hold Harmless Agreement (included in this Incoming Horse Package) will be required to be signed by each Boarder and each visitor, guest or invitee of each Boarder. Boarder further represents to CF that this agreement is being made voluntarily. Boarder agrees that it is solely their responsibility to have any and all visitors, guests and invitees sign and witness a Hold Harmless Agreement, and if the visitor, guest or invitee is a minor (under the age of eighteen years), the individual must have this Release and Hold Harmless Agreement signed by the minor's parent or legal guardian prior to using and being around any horse(s). Boarder further acknowledges and understands that this Release shall remain valid until it is revoked in writing by the CF management.
 - g. In the event a visitor, guest or invitee of the Boarder refuses to sign a Release and Hold Harmless Agreement, said visitor, guest or invitee of Boarder will not be permitted on CF's property.
 - h. Boarder acknowledges that unpredictability of horses poses a danger to children, and other people who are not used to being around horses. Children under the age of twelve (12) must be supervised at all times and in the custody and control of their parent/guardian. Boarder is solely responsible for all actions and consequences caused by their invited guests, visitors and children.
 - i. Boarder also acknowledges and understands that CF may provide a horse and equipment for Boarder's use. If so, Boarder hereby accepts any such horse and/or equipment "as is" and with all faults. In addition, Boarder acknowledges and understands that Boarder may be riding horses off of CF's property and that CF shall not be responsible for conditions off of CF's property.

8. Payment of Board

CF offers Standard Full Care Board and Premium Care Board. Board is billed at a flat rate, and additional services are available a la carte (price list available upon request). A \$50 fee applies if paid after the 1st of the month. After the 5th of the month, an additional \$5/day fee will apply.

- a. A SECURITY DEPOSIT OF ONE MONTH'S BOARD WILL BE PAID TO CF UPON EXECUTION OF THIS CONTRACT.
- b. **Standard Full Care Board: \$650 monthly** (*\$700 if paid after the 1st*)
Standard level services include rental of a safe stall cleaned once daily, grain twice daily, hay 2-4 times daily (2 regular feedings plus lunch/night check hay when stalled during lunchtime/overnight), access to fresh water both in the stall and in the field, daily group turnout, fly spray, winter blanketing, paste dewormer at eight-week intervals, personal tack trunk space in designated aisle areas, personal tack space in secured tack room, free horse trailer parking and use of CF's facilities including washer and dryer. See Boarding Services for complete list.
- c. **Premium Care Board: \$800 monthly** (*\$850 if paid after the 1st*)
Premium level services include everything covered by Standard Full Care Board plus summer fly sheet application/removal for turnout (if desired), application of protective boots for turnout (if desired), optional private/semi-private turnout, hoof picking/leg hosing after turnout, free time in indoor during stall-bound times caused by inclement weather, optional weekly bran mashes, laundry servicing, wrapping/unwrapping, waived horse holding fees for standard services such as farrier and vet appointments with prior notice during posted hours, and personal tack trunk space in secured tack room. See Rate Sheet for complete list.
- d. **Board Daily Rate: \$35 per day.** This rate is for horses that come in for short-term/temporary boarding, or for less than 1 month.
- e. All board payments are due in full in the appropriate payment box mounted in the grain room by 8 pm. on the first of each month. If board is not paid in full 8 pm. on the first of the month, an additional \$50 fee applies. Invoices will be emailed to boarders by the 25th of the preceding month. If no email is provided, an invoice will be placed in the boarder's trunk. It is the Boarder's responsibility to know the board amount and to submit payment on time.
- f. Payments not received on or before the fifth calendar day of the month will be subject to an additional \$5 per day late fee.
- g. Chatham Farm bills monthly for "Community" goods purchased for use by all boarders/horses at the farm. At this time the only Community item purchased is fly spray as needed in the summer months. Community item purchases will be billed out equally among all horses currently at boarded at Chatham at the time of the purchase.
- h. Board rates are subject to change. CF will provide at least thirty (30) days written notice of all rate changes. Boarder is required to pay the current board rates, not just the rate specified by this signed contract.
- i. CF will only accept board payments from the Boarder of the horse. For example, if the horse is leased to someone else in part or whole, it is still the responsibility of the Boarder to pay for the board in full. **BOARDER ACKNOWLEDGES AND AGREES THAT REGARDLESS OF ANY AGREEMENT WITH ANY OTHER PERSON OR PERSONS, BOARDER WILL REMAIN RESPONSIBLE FOR**

PAYMENT OF ANY CHARGES OR FEES BY CF IN CONNECTION WITH THIS AGREEMENT.

- j. Boarder hereby acknowledges and understands that under Ohio Revised Code Section 1311.48 in the event of nonpayment, the horse will be held as collateral, continuing to incur board and care charges for 60 days from the date determined to be delinquent. If, at the end of 60 days, restitution has not been made, CF has the Boarder's permission to see or otherwise dispose of the horse. Boarder agrees to pay all expenses of such sale or disposal.
- k. In the event CF exercises CF's lien rights for non-payment, this agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by CF's representatives setting forth the material facts of the default and foreclosure as well as CF's compliance with foreclosure procedures as required by law.
- l. In the event collection of this account is turned over to an attorney to assist in the collection of any sum owed, the Boarder agrees to pay all attorney fees, litigation expenses, court costs and any other related expenses for which a minimum charge of two hundred fifty (\$250) dollars will be assessed. Any legal action taken by or against CF shall be filed in the jurisdiction of the Clermont County, Ohio court system.

9. Limitation of Action

- a. Any action or claim brought by Boarder against CF for breach of this agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

10. Termination of Boarding Contract

- a. This contract shall remain in force until either party upon one month's written notice terminates it. However, if CF deems any horse dangerous or undesirable, at CF's sole discretion, Boarder shall remove any such horse at Boarder's expense immediately upon notification of such condition.
- b. The terms and provisions contained in this contract shall apply until the horse leaves the care of CF.
- c. Boarder agrees to promptly remove any and all horses and personal properties upon the conclusion of this contract.
- d. Boarder hereby acknowledges and understands that under Ohio Revised Code Section 1311.48 settlement of all outstanding bills will be paid ten (10) days prior to removing the horse from the premises of CF. For non-payment, the horse will be held as collateral including board and care charges for sixty (60) days from the date of the written termination notice. At the end of the sixty (60) days, if restitution has not been made, CF has the Boarder's permission to dispose of the horse.
- e. Failure to comply with CF's Code of Conduct/Farm Rules or a breach of any part of this boarding agreement will result in a ten (10) day written termination notice of the boarding contract and forfeit of security deposit.

- f. Boarder is required to comply with CF's Immunization requirements and is required to provide proof of vaccinations on a semi-annual basis. Noncompliance with these requirements without prior written veterinary and/or CF approval will result in a thirty (30) day written termination notice of the boarding contract.
- g. Boarder is required to comply with CF's de-worming requirements. Noncompliance with these requirements without prior written veterinary and/or CF approval will result in a thirty (30) day written termination notice of the boarding contract.
- h. CF reserves the right to terminate Boarder's contract on the basis of negligence, abuse, behavior unbecoming, etc., that causes undue harm, pain, or other negative consequences to horses, CF's clients and/or staff.
- i. Provided that all outstanding bills and/or property damage have been paid, a thirty (30) day written notice was given, and board paid for during the 30-day notice period, then the security deposit will be refunded within fifteen (15) days of the horse and all personal properties leaving Chatham Farm. However, if boarder chooses to terminate this contract and vacate CF's property prior to the completion of the thirty-day notice, then boarder forfeits their security deposit in its entirety.

11. Code of Conduct/Farm Rules

- 1. Chatham Farm is open to Boarders from 6 a.m. to midnight seven days a week.
- 2. ***Smoking is strictly forbidden in the barns, offices, lounges, tack rooms, indoor arena and all areas under roof except the Veranda. If you smoke, do not throw cigarette butts on the ground.***
- 3. ***Bad mouthing and gossiping will not be tolerated on the CF grounds.***
- 4. ***Leashed Dogs are allowed*** – dogs must be leashed for the safety and well being of everyone, horses, dogs, barn cats, other farm animals, and people – we reserve the right to make exceptions to this rule at our discretion. Please use your discretion when bringing your dog(s) to CF.
- 5. When you bring guests/visitors to the farm, ensure they sign a release of liability before introducing them to any of the farm animals – even your own horse.
- 6. Clean up after yourself and your horse – don't leave manure, hair dirt, equipment, boots trash, etc., lying around the grooming areas, wash stalls, tack rooms or the arenas.
- 7. **Close any gate you open – including the driveway gate.**
- 8. When you use CF's washer and dryer, cleanup after yourself and remove all lint and hair from the dryer. You must supply your own fabric cleaning/softening products.
- 9. As a courtesy, please let us know if you plan to take your horse off the farm, even for short day trips. It is helpful to know when we should not expect your horse for meals, turnout, etc.

10. Do not lunge your horse in the arena if there are two or more horses being ridden in the arena.
11. Only 1 horse may be lunged at any one time if there are any other horses in the arena.
12. When riding, always pass left hand to left hand (just like driving a car) and give instructors and students the right-of-way.
13. No more than one lesson is permitted in an arena at any time.
14. If you are the last one to leave the arena and/or barn(s), make sure the lights are turned off and white cross bars are in place on all barn entrances.
15. Do not leave your horse unattended for long periods while tied up in grooming areas or the wash stall.
16. Dress appropriately for riding – helmets that meet or exceed ASTM/SEI standards are required for riders under the age of eighteen (18), and they are also strongly recommended for all riders at all times.
17. Show respect for the rights, privacy and property of others and the property and facilities of CF.
18. Be aware of the posted lesson schedule and plan your riding schedule accordingly.
19. Demonstrate cooperation with, and respect for, CF staff, volunteers, other riders, boarders, invited guests, and representatives of Chatham Farm, LLC.
20. Children twelve (12) years and under are not to be left unattended – CF is not a babysitter. It is mandatory for an adult to stay with a child during lessons.
21. Agree to abide by all local, state, and federal laws.
22. Riding under the influence of drugs and/or alcohol is strictly prohibited.
23. **Failure to follow by these rules will result in the immediate dismissal of the participant/Boarder.**

This contract constitutes the complete and final agreement of the parties, and all prior agreements and representations are merged herein. This Agreement cannot be assigned by the Boarder without the expressed written consent of CF.

Signatures below indicate the acceptance and compliance of the terms and conditions of this boarding contract and represent the full and final boarding contract between the parties. The Boarder acknowledges that he/she has examined the premises and his/her signature below acknowledges that the premises are in good and satisfactory order and repair.

THIS AGREEMENT IS SUBJECT to the laws of the State of Ohio. This Agreement shall be binding upon Boarder, its successors, assigns, guests and invitees and upon CF, its successors and assigns.

Executed at Goshen, Ohio this _____ day of _____, 20_____.

Boarder's Signature

Boarder's Printed Name

If signature is of parent or legal guardian of a Guest under the age of eighteen years, name of Boarder:

Chatham Farm, LLC

By: _____
Kathy Bohman, Owner/Manager

Horse taken into care of Chatham Farm, LLC on _____

Horse removed from care of Chatham Farm, LLC on _____

CF's Mailing Address
Chatham Farm, LLC
6870 Shiloh Rd.
Goshen, OH 45122