

THANKS FOR CONSIDERING HORSE LOVER'S HAVEN
AS YOUR BOARDING FACILITY

Before boarding at Horse Lover's Haven please read the following documents. We take a lot of pride in our facility and would love to have you join us. You can either bring the finished packet of documents to the barn or or mail it to: Horse Lover's Haven, LLC – 14975 South 1800 West, Bluffdale, Utah 84065.

1. Stable Boarding Agreement with Additional Horse Supplement-----6 pages
2. A Liability Release Form-----1 page
3. Authorization for emergency medical treatment for horse-----1 page
4. Barn Rules and Regulations-----3 pages
5. Barn Stalls and Paddock Reps Contact Information-----1 page

Any questions you may have, please feel free to call your barn rep as they know as much about the facility as I do.

Thanks - *Ree Brumback*

Horse Lover's Haven
14164 South 1800 West
Bluffdale, Utah 84065

Management
Dee Brumback (801) 557-6919

Stable Boarding Agreement

This agreement is entered this _____ day of _____ 2022, by and between Horse Lover's Haven LLC hereinafter referred to as "Stable" and _____ hereinafter referred to as "Boarder".

1. Fees, Terms and Location: Boarder acknowledges and accepts the terms set forth in this agreement applicable on the date above as issued by the Stable, whether said rates by daily, weekly or monthly. Payment shall be made in accordance with paragraph 2. Any charges not paid in a timely manner shall be subject to late fee charges. In the event the subject horse is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. The Stable reserves the right to notify Boarder within fifteen (15) days of the horse's arrival if the horse, in the Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Boarder shall be solely responsible for removing the horse within five (5) days of said notice and for all fees incurred during the horse's presence upon the premises. This agreement shall be deemed terminated and concluded upon the payment of all fees.
 - 1.1: The boarding fee is due upon the first day of each month. You may pay by cash, check or Venmo. There is a \$10 service charge per horse if paid by Venmo. There will be a \$10 late fee per day added to the boarding fees if they are not paid on time. In the event said payment is overdue by (5) days or more, Stable shall be entitled to exercise a lien against said horse for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse for the amount due in accordance with the laws of the State of Utah. The initial monthly/weekly/daily charge applicable to the services as set forth below per month shall be \$500.00 for outside stalls with open front area, \$475.00 for inside stalls in the main barn, \$450.00 for draped and covered stalls in the middle north barn, \$460.00 for individual paddock with shelter, \$375.00 per horse for the outside paddocks with shelters (two horses per paddock).
2. Notice to Move Horse: Thirty (30) days notice must be given by voicemail or text when removing a horse for the Stable. Horses cannot be removed without a trainer or one of the Stable's representative. Failure to give notice will result in boarding fees continuing uninterrupted. Horses will not be permitted to be removed until all fees and any other outstanding charges are paid in full.
 - 2.2: A thirty (30) day notice by text or voicemail must be given if you decide to sell your horse(s) while boarding at Horse Lover's Haven, otherwise you will have to give thirty (30)

days notice upon the sale of the horse and pay the appropriate charges (unless the horse stays boarding at Horse Lover's Haven).

3. Description of Horse to be Boarded: Name: _____
Nickname: _____
Breed: _____
Age: _____ Mare _____ Gelding _____

4. Feed, Facilities and Services: Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of a normal size horse. Stable feeds two sufficient sized flakes of hay (alfalfa or grass) in the morning and the evening. Boarder acknowledges that said Boarder has inspected the facilities and finds them safe and proper order.

5. Risk of Loss and Standard of Care: During the time that the horse is on the property, Stable shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any person injury or disability of the horse, horse Boarder or Boarder's guest may receive on the Stables premises.

5.1: The Boarder fully understands that Stable does not carry any insurance on any horse not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance. All risks connected with boarding or for any other reason for which the horse is in possession of, and on the premises of Stable are to be borne by the Boarder. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse by Boarder.

5.2: The standard of care applicable to Stable is that of ordinary care of a prudent horse and not as a compensated bailee. Stall care, water care and feed are the primary responsibilities of the Stable.

6. Hold Harmless: Boarder agrees to hold Stable harmless from any and all claims arising from damage or injury caused by Boarder's horse to anyone and defend Stable from any such claims. Boarder agrees to disclose any and all hazardous and or dangerous propensities of horse boarded with the Stable.

7. Emergency Care: Stable agrees to attempt to contact Boarder should Stable feel that medical treatment is needed for said horse, but, if Stable is unable to contact Boarder, Stable is then authorized to act as Boarder's agent in securing and arranging of direct billing to Boarder of emergency veterinary and or blacksmith care required for the health and well-being of said horse. All costs of such care incurred shall be the sole responsibility of the Boarder, including transportation and wait time for the transporter. Unless otherwise instructed, Stable will use the veterinary of the Boarder's choice (when possible) for

veterinary for medical treatment in case of an emergency that Stable is unable to get ahold of Boarder. Boarder will make prepayment arrangements with said veterinary for medical treatment in case of an emergency that Stable is unable to get ahold of Owner.

7.1: If the Stable is the transporter Stable shall charge Boarder \$100 transport fee to the veterinary plus \$25/hour stand by time if required.

7.2: Boarder agrees to notify Stable of any and all changes in addresses, emergency phone numbers, itineraries or other information reasonably necessary to contact Boarder in the event of an emergency. If Boarder is unavailable, Stable shall notify the party Boarder has authorized Stable to contact.

8. Limitation of Actions: Any action or claim brought by Boarder against Stable for breach of this Agreement or for loss due to negligence must be brought within thirty (30) days of the date such claim or loss occurs. Stable and Boarder agree that any action or claim shall be submitted to binding arbitration pursuant to the laws of the State of Utah.
9. Shoeing, Worming and Vaccinations: Boarder agrees to provide Stable with proof of last worming and vaccinations upon becoming a boarder at the Stable if asked. All horses boarded at Stable will be wormed, vaccinated and shod on a schedule. The Boarder will supply Stable with proof of worming or vaccinations upon request of Stable at any time.
10. Ownership and Coggins Test: Owner shall supply proof of ownership and results of a negative Coggins test upon becoming a boarder at the Stable if requested.
11. Changes or Termination of this Agreement: It is agreed by the parties that this agreement may be changed or terminated upon thirty (30) days written notice. Notice may be hand delivered or mailed with a return receipt requested to the address on file.
12. Rules and Regulations: The Boarder agrees to abide by all the rules and regulations of the Stable. It is the Boarder's responsibility to ensure that anyone riding, visiting or caring for their horse(s) also abides by all of the rules and regulations of Stable as well.
13. Right of Lien: The Owner hereby agrees that Stable has a right of lien as set forth in the laws of the State of Utah, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain said horse until the amount of said indebtedness is paid in full. However, Stable will not be obligated to retain and or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. In the event Stable exercises Stable's lien rights as described above for non-payment, Stable will attempt to contact Owner to advise of non-payment of boarding fees and 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 Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure

procedures as required by law. In the event of collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs and other related expenses for which a minimum charge of \$250.00 will be assessed. If collection is attempted through Small Claims Court, Owner of horse agrees to pay for all filing and servicing fees.

14. Property in Storage on Stable's Premises: Boarder may store certain tack and horse equipment on Stable's premises while Boarder has horse(s) boarded at Stable. The Stable will supply one saddle rack, one bridle rack and one plastic tote for each stabled horse. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as it is stored at the Boarder's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or horse equipment taken to shows or clinics.
15. Horse Trailers: Horse trailers owned by boarders can be parked on property (if space allows) with prior authorization from Stable. Stable does not carry any insurance covering any trailers left on the premises. Trailer must be in good condition and currently licensed. Boarder shall supply Stable with copy of registration and proof of insurance if requested.
16. Inherent Risks and Assumption of Risk: The undersigned acknowledges that there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, spooking, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death of persons on or around them. The unpredictability of equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals: certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the horse or not acting within such participant's ability.
17. Assigned Stalls: No boarder shall move any horse from the stall assigned to it without permission from the Stable. Stable will notify barn/paddock manager who will notify the feeding crew concerning the move and also change the feeding instructions on the stalls involved.
18. Damages: Any damage to the premises caused by you, anyone you bring to the Stable, your children, relatives or any horse in your possession will become your sole responsibility for payment in full for the repair of damages. You may hire your own contractor to repair any damage incurred, or if the Stable hires the contractor in your behalf, the cost of the repairs will still be your sole responsibility.
19. Additional Horses: Upon signing this Stable Boarding Agreement, Boarder understands that any additional horse(s) they bring into Stable will be governed by this original Stable

Boarding Agreement and the original Barn Rules and Regulations. Boarder agree to fill out an additional Liability Release and an additional Authorization of Emergency Medical Treatment for the additional horse(s).

20. Entire Agreement: This Agreement together with the Stable's additional nine (9) pages of the contract, represents the entire agreement between the Owner, Boarder and the Stable. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written Agreement. This agreement is made and entered into the State of Utah and shall be enforced and interpreted in accordance with the laws of the State of Utah.
21. Enforceability of Contract: In the event one ore more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.
22. Attorney Fees: Owner will be responsible for any and all attorney fees if Stable has to legally enforce any part of this agreement.

Signature of Boarder
Or Boarder's Parent or Legal Guardian if Owner is a Minor

Date Signed

Signature of Owner

Date Signed

Printed Name

Address

Cell Phone Number

Home Phone Number

Work Phone Number

Email Address

HORSE LOVER'S HAVEN LLC SUPPLEMENT FOR ADDITIONAL HORSES

This will be considered a part of the original Stable Board Agreement that was signed and agreed to by _____ and Horse Lover's Haven, LLC that was dated _____.

By adding the description of horses to be boarded on this supplement, I understand that all of the original Stable Boarding Agreement will also be enforced concerning ANY additional horses that I may bring into Horse Lover's Haven.

Horse Name: _____ Nickname: _____

Breed: _____ Age: _____ Mare _____ Gelding _____

Horse Name: _____ Nickname: _____

Breed: _____ Age: _____ Mare _____ Gelding _____

Horse Name: _____ Nickname: _____

Breed: _____ Age: _____ Mare _____ Gelding _____

Horse Name: _____ Nickname: _____

Breed: _____ Age: _____ Mare _____ Gelding _____

Boarder's Signature

Date Signed

HORSE LOVER'S HAVEN – LIABILITY RELEASE

On this ____ day of _____, ____ Boarder _____ or if Boarder is a minor, their parent or legal guardian, _____, acknowledges that horses are unpredictable and that there are inherent risks associated with all equine activities, and hereby expressly assumes all risks associated with participating in such activities. Boarder expressly assumes sole responsibility for any injury, illness, or fatality that may befall a horse or person in training or under instruction with any trainer, or any agent or assistant of any trainer associated with Horse Lover's Haven LLC, at any location including transportation of the animal and at horse shows. Owner/user assumes all risks and agrees to hold harmless, indemnify and defend, Horse Lover's Haven LLC, any trainer, agent or assistant of any trainer associated with Horse Lover's Haven, LLC against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses including court, attorney or mediator fees, which may arise from or be in any way connected with the horse or Owner/user's presence upon the property of Horse Lover's Haven LLC and the facilities located thereon.

•Signature of Boarder

•Printed Name

•Home Address

•Cell Phone Number

•Home Phone Number

•Emergency Contact Phone Numbers

Boarder: _____ Phone#: _____

2nd Contact: _____ Phone#: _____

Owner: _____ Phone#: _____

Horse: _____ Age: _____

Breed: _____ Mare _____ Gelding _____

Farrier: _____ Phone: _____

Vet: _____ Phone: _____

Is horse candidate for surgery? Yes _____ If So \$ _____ No _____

Is horse candidate for after hours/weekend farm call? Yes _____ No _____

For anyone to take care of your horse in your absence, you must have prior payment arrangements with your vet. Make sure they have a valid credit card on file or that you have an open account with them. The Stable will not take any responsibility for payment of any hauling charges or vet bills.

By signing below, you hereby agree that you are the responsible party for the above listed horse.

Boarder's Signature

Date Signed

HORSE LOVER'S HAVEN

BARN RULES AND REGULATIONS

Your stall board rent is due on the 1st of the month. You may give it to Dee in person, put it in the rent box at the main barn or mail it to: Horse Lover's Haven – 14975 South 1800 West, Bluffdale, Utah 84065. If you mail it, please mail early enough for it to be received by the 1st.

We have a 3 month minimum stay requirement for our barn, unless a horse is taken in "For Training" or "For Sale". Under those two circumstances, boarding can be month to month.

Normal barn hours are as follows: Spring/Summer – 6 am to 10 pm. Fall/Winter – 7 am to 9 pm. The gates are locked at night, not to keep clients out, but to keep the horses and trailers in and safe.

Only barn employees are allowed to feed the horses. Do not feed snacks to any horse that you do not own. You are not allowed to feed extra hay to your horse. IF extra feed is needed, IFA, Cal-Ranch and Tractor Supply will gladly sell you some.

Please wear appropriate clothing and footwear when at the barn. Do not go barefoot, wear sandals, slippers or thong-like shoes when around any of the horses.

If there are one or two people riding in the arena, always ask if they mind if you lunge your horse. If there are more than two riders in the arena, you cannot lunge inside, you will have to lunge outside. The outdoor arena is to lunge and ride only. Do not use it as a turnout, or to let your horse run free.

Pickup after yourself, your kids and your guests. Put your garbage in a trash can, don't throw it on the ground or leave it somewhere for someone else to clean up and throw away. All garbage, including drink cups, water bottles and food containers need to be properly disposed of. Please DO NOT put any liquid in the trash cans.

You are responsible for cleaning up after your horse. After using the cross ties, wash rack or hand grazing your horse, clean up the mess before you leave the area. Dispose of it in the proper container. If you leave your mess for someone else to clean up, you will not be allowed to use the common areas.

Horse Lover's Haven is a chew-free, smoke-free, alcohol-free and drug free environment. Do not spit out your chew on the grounds or in our garbage, as it is totally disgusting. No one is allowed to smoke on the property, unless you smoke in your private vehicle. If you do smoke, take your tobacco butts with you. Don't throw them on the ground or put them in our trash.

You are responsible for putting away all the equipment and tack that you use. All tack must be put back in your tack room or in your horse trailer. Please don't leave any tack out.

Fans and heaters cause electrical fires. No portable heaters. Do not leave anything electrical plugged in overnight in your tack rooms.

We supply a saddle/pad rack, bridle/halter/lunge line rack and a tote for your grooming needs for every horse that boards with us. Depending on where your horse is, main barn – middle barn – north barn or paddocks (or if you train with a trainer) designates which tack room and cross ties you use (see attached diagram). We do not have room for your crates, trunks or extra tack. If you want to wash your winter blankets and bag them, we will store them for you in the overhead, locked storage in the main barn.

While riding at Horse Lover's Haven, please do not talk on your cell phones as it is a very dangerous thing to do because your attention is not on riding. All riders under the age of 18 MUST wear a helmet whenever riding.

Dogs are welcome at the barn. You must clean up their poop off the grass on the west side of the main barn, between the main barn and the arena and the driveway coming into the facility. Popp must also be cleaned up in the barns. Dogs are not allowed in the indoor or outdoor arenas at any time. Please make sure your dogs are collared and that you have a leash to tie them with if necessary.

Any friends, relatives and or guests that enter the premises, do so at their own risk. Please make sure they understand this, as the barn will not be held liable for any accidents or injuries. Visitors are welcome as long as they abide by these rules/regulations. Anyone allowing others to ride their horse(s) need to have a liability release signed, dated and on file with the facility before the ride takes place. The liability form can be printed from our website.

Do not park in front of the big overhead door of the main barn. No personal vehicles are allowed to park anywhere other than the areas south of the middle barn (the exception to this is that if you tack up out of your trailer, you are welcome to park next to it.)

Anyone who rides or lunges in either arena is responsible for cleaning up the poop from their horse and disposing of it in the provided manure tubs. Cleaning up the manure will make our footing last a lot longer. Horses are not allowed to be turned out or to roll in either the indoor or outdoor arena.

Never tie your horse to any panel, fence, stall front, stall gate or between stalls. Never leave your horse unattended in any cross tie. The cross ties are for tacking up and untacking. If your horse needs to be groomed, do it in their stall. If your horse needs to cool down, walk it around, do not leave them in a cross tie.

Lights in all tack rooms, arena areas, restroom and stable/barn areas need to be turned off when not in use. The arena lights should be used as dusk sets for safety issues, but please turn them off when you are done riding.

Halters need to be removed during turnouts. Owner or agent must remain on the property when their horse is turned out. Time limit for turnout is a maximum of one (1) hour unless others are waiting for the turnout, then it becomes 30 minutes.

Speed limit on the property is 5 mph. No exceptions or excuses. If you are late, that is not our problem.

Keeping the horses and everyone safe is one of our main concerns.

BY SIGNING BELOW, I AM VERIFYING THAT I HAVE READ AND UNDERSTAND THE FOREGOING BARN RULES AND AGREE TO ABIDE BY THEM.

Signature of Boarder

Date Signed

Signature of Guardian or Parent
If Boarder is a minor.

Date Signed

Listed below, you will find the name, email address and cell phone number of the people that make up the Barn Committee at Horse Lover's Haven. Each barn and the paddocks have a Barn Rep. If you have a concern or problem concerning the Barn, you are encouraged to contact and discuss it with your rep. All of the reps have been at Horse Lover's Haven for a considerable amount of time, and they are great at solving problems, as they have horses at the barn themselves and have stalled at several different barns.

MAIN BARN & WEST STALLS – HANNA ERICKSON

hanna.erickson9@gmail.com (801) 835-7261

MIDDLE BARN – BARBARA GENTRY

barbaragentry34@gmail.com (801) 913-6603

NORTH BARN – JANETTE GIBSON

dezinercocker@hotmail.com (801) 450-8856

PADDOCKS – TODD POULSEN

todd.poulsen@impactsales.com (801) 918-0195