



BOARDING & TRAINING CONTRACT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20__ made by and between HAVANA HORSES, run by Havedz Nugroho and Anna van Rheeden, hereinafter referred to as "STABLE", providing services as an independent contractor, located at Jl. Sakinah, Tegalwaton, Salatiga and

(Owner's name) _____ residing at

(Owner's address) _____,

hereinafter referred to as "OWNER". These parties warrant that they have the right to enter into this AGREEMENT.

OWNER puts below mentioned horse into board and training at STABLE:

I. DESCRIPTION OF HORSE

Name: _____

Age: _____

Color: _____

Registration/Tattoo: _____

Sex: _____

Breed: _____

OWNER warrants that it owns or is currently leasing said HORSE, that there are no liens against said HORSE, express or implied by law.

2. BOARDING FEES AND TERMS

In consideration of Rp _____ per HORSE per month paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described HORSE on a month to month basis commencing _____, 20__. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid after the fifteenth day of the current month due will be subject to a late fee of Rp 50.000

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the HORSE:

HORSE lives outside in the herd in a spacious paddock 24/7 the year round. To hide from rain, wind or sunshine shelter is provided.

HAVANA HORSES



3. FEEDING

HORSE gets a constant supply of grasses and hay (at least 3 times during the day), as well as plenty of clean drinking water, minerals and a salt lick.

Extra feed consists of an organic mix of wheat bran, rice bran, corn, chaff and minerals, which is provided in the morning and afternoon. Additional supplements such as oils can be provided at an additional charge.

4. TRAINING FEES AND TERMS

To maintain HORSE's stamina and physical condition, in consideration of Rp _____ per hour HORSE will receive Training by STABLE with a minimum 1 hour per week. Training consists of Groundwork, Longeing and Liberty training, in addition to Natural Riding - based on the principles of Straightness Training©, Classical Dressage and Jumping. At OWNER's request more Training Sessions can be added on a month to month basis.

If said HORSE is sold while in training, boarding, or possession of STABLE, OWNER agrees to pay STABLE a commission of 5 % of Total Sale Price for each year said HORSE is in training, boarding or possession of STABLE, limited to a maximum commission of 15 %.

5. NATURAL HOOF CARE AND VETERINARY CARE

The STABLE policy asks that OWNER remove HORSE's shoes prior to retirement.

On arrival STABLE will provide one thorough natural hoof care corrective trim of HORSE's four feet, in consideration of Rp 450.000,-.

Maintenance hoof care will be carried out regularly, the frequency of which will be guided by the condition of the hooves, commencing _____, 20__.

All costs for Veterinary care, as reasonably necessary, shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

Each HORSE will be administered a wormer upon arrival to STABLE and the fee for which will be added to the first month's boarding fee.

Upon arrival of horse to STABLE proof of current tetanus vaccinations is required.

HAVANA HORSES



6. RISK OF LOSS

During the time that the HORSE is in the custody of STABLE, STABLE shall **not** be liable for any sickness, disease, theft, death or injury which may be suffered by the HORSE. This includes, but is not limited to, any personal injury or disability the HORSE may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does **not** carry any insurance on any HORSE not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the HORSE is covered under any public liability, accidental injury, theft or equine mortality insurance, and that **all** risks relating to boarding of HORSE, or for any other reason, for which the HORSE is in the possession of STABLE, *are to be borne by OWNER.*

7. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said HORSE, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said HORSE, provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said HORSE. The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

9. OWNER'S AND STABLE'S RIGHTS TO USE HORSE

OWNER and invitees have the right to visit HORSE at any time and take it out. OWNER and invitees can make use of all the facilities provided at STABLE's premises, including the *picadero*, equine spa, training ring, paddocks, and tack room – as far as this does not conflict with the routine of STABLE and other horses.

STABLE can make use of HORSE for public riding lessons, as long as this is not in conflict with the best interests of the HORSE.

HAVANA HORSES



10. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination.

11. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

12. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, for any amount due for the board and keep of HORSE, and also for any other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to the HORSE after two (2) months of non-payment or partial payment and STABLE can then sell HORSE to recover its loss.

13. SPECIAL INSTRUCTIONS TO STABLE

Executed at _____ on the date first set forth above.

By: _____

HAVANA HORSES

By: _____

(Owner)