

Long Branch Lakes Equestrian Center

430 Singleton Road

Spencer, TN 38585

Greetings Potential Horse Boarder:

The Long Branch Lakes Equestrian Center (Center) is a beautiful facility that provides horse boarding for property owners at Long Branch Lakes. The Long Branch Lakes Property Owners Association (POA) has oversight of barn activities and appoints those members who serve on the Barn Committee (Committee). The Committee meets regularly to coordinate and provide oversight for Center activities and to make recommendations to POA for various matters.

At this time, the barn relies solely on its boarders for the daily activities related to barn operation and routine upkeep. Boarders are also responsible for the daily care of their horses.

In addition to this letter, the packet contains the following:

- Boarding Agreement
- Liability Release Form
- Emergency and Consent Form
- Barn Rules

The attached forms will provide you with an overview of how business is conducted at the Center, general governance, and expectations of all Boarders.

If you wish to tour the facility and/or are ready to bring your horses to LBL, contact us at phone #/email provided below so that we can coordinate the details and ensure that both you and your horse(s) experience a warm Long Branch Lakes welcome. We require a minimum ten (10) day notice, prior to your requested horse arrival date.

Please do not hesitate to contact us with all questions, clarifications, or concerns. We look forward to seeing you at the barn!

Kind regards,

Lilly Levine, Barn Committee Chairperson

Call or Text: 908-415-1323, Email: levinelillian225@gmail.com



Long Branch Lakes Equestrian Center
Boarding Agreement

Full Name of Boarder: _____

Definition of Terms

The term "Boarder" refers to the LBL property owner and owner, part-owner, or lessee of the animal which is to be boarded under this Boarding Agreement (hereinafter "Agreement"). The terms "horse" "equine", and "animal" refer to all equine species, and to the specific animal to which this Agreement covers.

Stallions are not permitted, and any colt born or brought to the LBL barn must be gelded before twelve (12) months of age. Weaned colts are to be assigned to gelding pastures. The terms "board" and "boarding" refer to the provision for compensation of daily limited husbandry, hay, and physical space for the animals. The term "rider" references a person who rides a horse while mounted or otherwise handles or comes near a horse from the ground.

"LBL" refers to Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc, and includes its past, present, and future, officers, directors, members, attorneys, insurers, reinsurers, agents, servants, contractors, representatives, employees, partners, affiliates, related entities, successors, and assigns, LBL Equestrian Committee members, and volunteers of the same, as well as the premises associated with, or owned by, the same. LBL is also specific reference to the LBL Property Owners Association (POA) Board of Directors (BoD) which is the Governing Body for the POA as per the LBL Protective and Restrictive Covenants, oversees day-to-day operations of the barn; and, has final authority regarding barn matters.

Liability Waiver, Emergency, and Consent Form with Quarantine and Rules

The Boarder acknowledges receipt of the LBL Liability Waiver and Emergency and Consent with Quarantine Forms. The Boarder acknowledges that s/he has read, understood, and signed and dated the forms, that the forms have been returned to LBL, and that there is no completed Agreement without these fully executed forms. A separate Emergency and Consent Form is to be on file for each horse. The Boarder agrees that any persons s/he brings to the LBL with the intention of engaging in "rider" activities as described above will obtain, sign, and return a separate liability waiver. The Boarder will receive a copy of the posted barn Rules and agrees to sign and comply with the Rules. The Barn Committee reserves the right to quarantine any horse that has either recently arrived or is currently boarded at the Center should that animal show any signs of illness. The Liability Waiver, Emergency and Consent, and the Barn Rules shall be incorporated by reference to this Board Agreement and attached hereto.

Damage to Property

Any damages to property by the animal deemed by the LBL POA BoD to be excessive shall be the responsibility of the Boarder. This includes, but is not limited to, damage to stalls, waterers, fencing, feeders, gates, doors, etc. The cost of repairing such damages will be billed to the Boarder of the animal.

Acceptance of Responsibility

Boarder acknowledges that the Boarder has inspected the premises and/or has in some other way satisfied him/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the Boarder's horse, the Boarder, and the Boarder's family members, and invitees. The Boarder is responsible for any and all damages, injuries, loss of life caused by or to the horse while in the care, custody, or control of the Boarder, the Boarder's family members and invitees, or other handler or agent appointed by them.

Visitor Permission to Handle Horses

In the event someone other than the Boarder has intent to call for the boarded horse without the supervision of the Boarder, such parties shall have clear written permission or other agreed upon pre-arranged permission from the Boarder to remove, handle, or ride the specific boarded horse.

Indemnity

The Boarder agrees to hold LBL harmless and indemnify from any claim caused by the Boarder's horse and agrees to pay all costs, including but not limited to attorneys' fees incurred by LBL in defense of a claim resulting from damage in relation to, and/or in connection with the horse and/or premises.

Risk of Loss/Hold Harmless

LBL shall have no liability or responsibility for the personal property of the Boarder and said property is stored on the premises of LBL at the sole risk of the Boarder. Personal property includes, but is not limited to, horse, tack, equipment, trailers, etc.

LBL shall not be liable for any sickness, disease, theft, stray, death, or injury suffered by the horse or any person(s), for any other cause of action arising from or connecting to the boarding and/or riding of the horse(s). All risk is assumed by the Boarder. The Boarder agrees to hold LBL harmless from any loss or injury to said horse or person(s). All costs, no matter how catastrophic, connected with boarding and/or premises usage are assumed by the Boarder.

Terms

Payment of the Board Rate is due on the first day of each month in advance of the services being rendered. Payment is to be made to the Long Branch Lakes Property Owners Association, Inc. Checks are to be left in the mailbox in the tack room.

Boarder agrees to make timely payment of the Board Rate in advance without notice from LBL. Payment for these services shall be due the first day of the month. Boarding fees for the month shall be prorated per day to begin on the date the horse arrives at LBL. A ten (10) percent late fee will be assessed if payment is not made by the tenth (10th) day of the month (and will be compounded every ten (10) days payment is past due). A twenty-five (\$25) dollar service charge will be assessed on all returned checks.

Right of Lien and Seizure

LBL has the right of Pasturage Lien, pursuant to the provisions of TENN. CODE ANN. § 66-20-101, which set forth, as follows: "When any horse or other animal is received to pasture for consideration, the farmer [the pasture owner] shall have a lien upon the animal for the farmer's [owner's] proper charges, the same as an innkeeper lien at common law; and in addition the farmer [owner] shall have a statutory lien for six (6) months." Additionally, LBL has the right of Livery Stable Keeper's Lien, pursuant to the provisions of TENN. CODE ANN. § 66-20-103, which set forth, as follows: "Livery stable keepers shall be entitled to the same lien provided for in § 66-20-101 on all stock received by them for board and feed, or vehicle kept and/or conditioned, until all reasonable charges are paid." In the event the Boarder is more than 60 days in arrears of payment due, LBL **may** seize boarded horse as settlement and/or to otherwise attach such indebtedness to the Boarder's account with the POA.

Termination

Either party may terminate this Agreement, for any reason or no reason at all, by giving the other party thirty (30) days written notice thereof. LBL reserves the right to evict the Boarder with cause as determined by the Board of Directors.

Notice/Construction/Non-Assignment

All notices must be in writing. Any notice to LBL required by this Agreement will be deemed given if delivered to the LBL POA Board of Director representative to the Barn Committee by hand, or, mailed to the LBL Property Owners' Association at P. O. Box 404, Pikeville, TN 37367.

Any notice to the boarder, if addressing a concern of immediate interest to boarders with horses at the LBL Barn, shall be deemed given when posted in the LBL Equestrian Center, and if to the boarder specifically, when delivered to the boarder's hand, or mailed or emailed to the boarder's last known address. Notices of a general nature to all boarders and interested LBL property owners shall be deemed given when emailed to a general barn email distribution list.

Choice of Law; Agreement Not Drafted by Any Particular Party.

This Agreement is deemed to be executed and delivered within the State of Tennessee, and all rights, duties, and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to such agreements. The Boarder agrees and acknowledges that this Agreement is the product of negotiation and is not to be considered as having been drafted by any particular party.

Enforceability; Severability.

If any paragraph, or clause hereof, shall be held invalid or unenforceable by a court of competent jurisdiction, then the meaning of such paragraph or clause shall be construed so as to render it enforceable to the extent permissible. If such paragraph or clause would have no permissible interpretation, it shall be severed from these items and conditions and the remainder shall remain in full force and effect.

Boarder irrevocably agrees to submit to the exclusive jurisdiction and venue of the courts in Van Buren County, Tennessee, in relation to any claim or matter arising under, or in connection with, this Agreement. In the event that a claim is filed by or on behalf of either party to this Agreement in any court outside of Van Buren County, Tennessee, each party irrevocably agrees that same should summarily be transferred to a court of competent jurisdiction in Van Buren County, Tennessee. This Agreement shall be binding upon the Boarder, the Boarder’s legal heirs, legatees, next of kin, personal representatives, attorneys, trustees, and assigns of the parties hereto. The Boarder cannot assign this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

Warning

UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED TITLE 44, CHAPTER 20.

I/We, the undersigned, have read, dated, and do understand the terms of this agreement, warnings, and associated assumptions of risk and knowingly release and waive liability against LBL. I/We further attest that all facts are true and accurate, and acknowledge and accept that while the Long Branch Lakes Equestrian Center belongs to all active members of the LBL Property Owner’s Association, boarding at the Center is a privilege.

Agreement

This agreement is made on the _____ day of _____, 20____, between LBL and owner of the horse/s described herein, for board and other services as indicated, pursuant to the terms and conditions as set forth and conditional upon timely payment of the applicable board rate(s).

Signature of Boarder: _____ Date: _____

LBL POA Barn Representative

Director: _____ Date: _____

| | |
|----------------------------------|--|
| Property Owner Name: | |
| LBL Street Address: | |
| Alternate Street Address: | |
| Alternate City: | |
| Contact Phone Number/s: | |
| Email Address: | |

Monthly Boarding Fees

How many horses are to be boarded and included in this agreement? _____ Please initial that you have completed and returned the LBL Equestrian Center Emergency and Consent Form for each horse: _____ (initial). List the names of the horses included in this agreement:

Horse #1 _____ Horse #2 _____ Horse #3 _____

Horse #4 _____ Horse #5 _____ Horse #6 _____

If space for additional horses to be listed is needed please contact the individual who provided you with this form for an addition page, or, copy the page and update the horse number. If you desire different boarding types for different months that can be requested on this form, by indicating the months in the appropriate box. As an example, "Horse #1 Trigger" needs Limited Pasture during summer months and pasture board in the winter: "November-April" is placed in the Limited Pasture row under Horse #1, and May-October is placed in the Pasture row under Horse #1. It is understood that seasonal weather often determines the desired boarding assignment, and as such, the months and boarding rate may vary.

The Boarder understands that all boarding assignments, tack, and feed room space allocations are assigned on a first-come, first-served basis with year-round paying Boarders having priority over non-year-round paying Boarders. The LBL POA Board barn committee representative and the Barn Committee Chair are authorized to make stall, paddock and pasture assignments and shall post the assignments on the bulletin board outside the feed room. Boarders provide grain, pellets, or other feed at their own expense, including all feed storage bins and buckets. The owner is responsible to arrange for the daily feeding. Round and square baled hay and water are included in the Boarding Fee.

Horse Trailer Parking

Per the POA Covenants, one horse trailer parking space per boarder is provided, on a space available basis, at no additional fee. The designated Equestrian Center Trailer Parking area is located on the north side of the Hay/Utility barn building and parking spaces are for horse trailers and Maintenance Committee equipment only.

The LBL Equestrian Center is a self-care boarding facility. Cleaning duties in the barn shall be the responsibility and shared by the Boarders via a sign-up sheet posted biweekly in the barn. The sheet shall be posted next to the bulletin board in the main aisle.

| Boarding Type | \$/Month | Horse #1 | Horse #2 | Horse #3 | Horse Total |
|------------------|----------|----------|----------|----------|-------------|
| Reserved Stall* | \$275 | | | | |
| Reserved Paddock | \$275 | | | | |
| Limited Pasture | \$250 | | | | |
| Pasture | \$225 | | | | |
| TOTAL | | | | | |
| | | | | | |

| Boarding Type | \$/Month | Horse #4 | Horse #5 | Horse #6 | Horse Total |
|------------------|----------|----------|----------|----------|-------------|
| Reserved Stall* | \$275 | | | | |
| Reserved Paddock | \$275 | | | | |
| Limited Pasture | \$250 | | | | |
| Pasture | \$225 | | | | |
| TOTAL | | | | | |

* **Reserved Stall board assumes the horse will be turned out into a Pasture.** If a stalled horse is turned out to a Reserved Paddock or Limited Pasture, boarder will be assessed an additional monthly fee, which represents the cost increase over the Pasture board rate. [E.g., If a stalled horse is turned out during the day, into a Reserved Paddock or Limited Pasture, the monthly board for that horse will be \$275 (Reserved Stall) + \$50 (Reserved Paddock) = **\$325**; or \$275 (Reserved Stall) + \$25 (Limited Pasture) = **\$300**.

All fees are guaranteed to remain in effect through 2024.

| Boarding Fee | Description |
|---------------------|--|
| \$275 | <p>Reserved Stall Board A reserved 12' x 12' stall (Bulletin board outside feed room indicates horse and stall.) Monthly rate assumes horse is turned out into an assigned Pasture. Boarder is responsible for turn out/turn in. The Boarder cleans the stall daily, provides the bedding, and adds hay.</p> |
| \$275 | <p>Reserved Paddock Board Two small paddocks (Paddocks #2 & #3, See map, pg. 9) with run-ins and a shared automatic waterer are available. (Bulletin board outside feed room indicates horse/s and paddock.) A third paddock, Paddock #1, Quarantine, may be available, on a temporary, as needed basis, if not otherwise being used, for \$10/day option (Paddock #1, See map, pg.9) Boarders cleans the paddock daily and adds hay.</p> |
| \$250 | <p>Limited Pasture Board One field with limited grass is available. Boarder cleans the paddock daily and adds hay, as needed. Round bales will be provided in the Winter, at the Boarder's request.</p> |
| \$225 | <p>Pasture Board There are several pastures available of differing sizes (Bulletin board outside feed room indicates horse/s and pasture.) Round hay bales are provided in the Winter.</p> |

Additional Provisions of the Boarding Agreement:

- A map of the pasture options and rates is included as the last page of this Agreement. The available paddocks are indicated as 1, 2, and 3.
- The boarding rate above includes the quarantine period. If a Boarder wishes his/her horse to be quarantined in a paddock or stall, and space is available, but normally desires pasture boarding, a \$10 per day additional fee will apply. The Boarder shall clean the quarantine area daily.
- No non-attended horse is to be left in a stall or paddock not assigned or reserved for that horse as indicated in this agreement.
- Stalls not reserved may be used by other Boarders during such time as they are attending to the horse in the stall and only while the Boarder is present for the purpose of feeding grain, tacking, or waiting for a service provider. The Boarder must clean any mess in the stall prior to leaving.
- All Boarder cleaning of stalls and paddocks includes daily dumping of manure carts in the manure pit on the west side of the hay barn.
- Temporary, pole stalls are located in the Hay barn and are available at a rate of \$5/day, for field boarded horses, ONLY for medical or severe weather purposes. Boarder must arrange and receive authorization in advance from Barn Committee Chair to reserve a stall. Boarder is responsible for providing water, bedding, and thorough cleanup after use. Stalls are NOT intended for use for more than 7 consecutive days in a month.

ATTACHMENTS:

- Attachment 1: Liability Release Form
- Attachment 2: Emergency and Consent Form
- Attachment 3: Barn Rules



Long Branch Lakes Equestrian Center
LIABILITY RELEASE FORM

Hereinafter, "the stable" refers to **Long Branch Lakes Equestrian Center**, and includes the agents, employees, representatives, contractors and volunteers of the same as well as the premise associates, the Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. and boarders with, or owned by the same.

WARNING

UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENN. CODE ANN.TITLE 44, CHAPTER 20

I, _____ (hereafter, "RIDER", which term includes RIDER'S parents or legal Guardian, if minor), freely and voluntarily seek to participate in equine related activities on this premise. Furthermore, RIDER agrees to release, indemnify, and discharge the stable, on behalf of RIDER, RIDER'S heirs, parents, assign personal representatives and estate. Now and in the future, agrees as follows:

1. Acknowledgement of Inherent Risks of Equine Activities/Assumption of Risks.

RIDER acknowledges that there are numerous inherent risks of equine related activities. The inherent risks include those dangers and conditions which are an integral part of equine activities including, but not limited to: (a) the propensity of an equine or other animal to behave in ways that may result in damage to property, injury, harm or death to persons on or around them or to another animal; (b) risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, butting or other such actions; (c) a horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; (d) unpredictability of the equine's reaction to such things as sounds, sudden movement, unfamiliar objects or environment, and persons or other animals; (e) certain hazards such as surface or subsurface conditions (included but not limited to dangers from high cliffs, sink holes, wild animals and snakes, etc); (f) collisions with other animals or objects; (g) the potential of RIDER or other person to act in a negligent manner that may contribute to injure to the RIDER, horse or others, such as a person failing to exercise reasonable care, take adequate precautions, or use adequate control when engaging with the horse including failing to maintain control over the horse or not acting within his or her ability; (h) the breakage or failure of tack or other equipment; and (i) the potential that an equine may cause injury or harm to the RIDER or other persons or animals in the vicinity. RIDER is not relying on the management to list within this document all possible inherent risks or all risks of participating in any Equine Related Activities. RIDER also assumes all risks of injury or loss of any kind in connection with activities on the premises of including such personal injury or losses or damages to automobiles, campers, or

trailers, on or near the premises. RIDER shall be solely responsible for any loss of any kind including theft or property damage.

2. Waiver and Release of Liability

With full knowledge and appreciation of these and other inherent risks associated with equine activities, RIDER freely and voluntarily assumes the risks of equine activities involved in any aspect of them. RIDER also voluntarily agrees to waive any and all rights to sue and hereby releases the stable from all liability, loss, claims or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of Equine Related Activities, or resulting from an action or inaction by the stable. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the stable and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither RIDER or RIDER'S parents, heirs, representatives, successors and assigns, shall make any claim against, maintain an action against, or recover from the stable or its employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the RIDER, to the RIDER'S horse(s), or to the RIDER'S personal property (regardless of ordinary negligence by the stable or regardless of an alleged violation of an applicable equine activity liability law).

3. Property/Equipment/Horses

RIDER warrants that all RIDER'S equipment is in good working order, and that any horse(s) RIDER has brought are healthy, and currently are properly immunized and have received a current 12-month negative Coggins test.

4. **RIDER** hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine related activity.

5. **RIDER** certifies RIDER has adequate insurance to cover any injury or damage RIDER may cause or suffer, or else agree to bear the costs of such injury or damage.

6. **RIDER** represents that RIDER has no health or physical problems that will interfere with involvement in equine related activities or access to equine facilities.

7. **RIDER** promises to leave the premises in as good condition as RIDER found them, particularly any camping site RIDER may use, and shall not litter or cause any destruction.

8. Protective Headgear

RIDER acknowledges that the wearing of a protective helmet that meet or exceed ASTM/SEI standards is encouraged and highly recommended by the stable for all riders while riding, handling, or being near a horse. RIDER understands that the wearing of protective helmets may reduce the severity of an injury and may prevent the wearer's death as a result of a fall or other event. **RIDERS under the age of 18 will be required by the management to wear protective helmets that meet or exceed ASTM/SEI standards.**

Protective Headgear/Helmet Refusal

Against the advice of the stable, RIDER is refusing to wear a helmet and assuming all risk of injury. RIDER further agrees to indemnify and hold harmless the stable from any and all claims that are brought by or on behalf of RIDER, as the result of head trauma resulting from participation in any horse activities. I hereby refuse to wear a helmet and assume all responsibility for my safety in this decision.

(Signature of RIDER)

(Age)

(Date)

9. Horses outside of confined areas

Each horse boarder is responsible for their own personal safety and for the care and control of their horse/s. When not in a confined area horses must be attended to at all times by a responsible individual. It is highly recommended that horses outside of confined areas be tied or on a lead line.

10 . RIDER agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS A RELEASE OF CLAIMS, I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE, AND THAT I AM ASSUMING RISKS INHERENT TO EQUINE RELATED ACTIVITIES AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

(Signature of RIDER)

(Print Name)

(Date)

(Age)

(Address)

(City)

(State)

(Zip)

(Phone)

(Date)

(Email)

(Signature of Parent/Guardian for Minor)

(Print Name)

(Date)

EMERGENCY CONTACT:

(Name)

(Phone)

(Relationship to RIDER)

Long Branch Lakes Equestrian Center
EMERGENCY AND CONSENT FORM

LBL stands for the Long Branch Lakes Property Owners Association and Equestrian Center. There is no barn manager at the equestrian center and each Boarder is responsible for their own personal safety and for the care and control of their horse/s. It is the Boarder's financial and scheduling responsibility to ensure proper hoof, dentistry and health care for their horse/s.

Upon entering the Equestrian Center each horse to be boarded is guaranteed by the Boarder to be free from transmittable diseases, current on worming and current on immunizations including Eastern and Western Encephalomyelitis, Rhinopneumonitis (EHV-1 and EHV-4,) Influenza type A2, Tetanus, and West Nile Virus. A negative Coggins dated within 12 months and Current Vaccination Record must be presented to LBL prior to the entry of horse/s onto the premises. All horses on the LBL premises are required to maintain a current 12-month negative Coggins test on file. All horses are required to have routine vaccinations. The LBL may request a fecal test for parasites at any time for any or for all horses; the Boarder warrants that the horse is treated for parasites. All equines entering the premises that appear to be sick may be subject to quarantine. Arrangements for shelter and turnout of quarantined equines will be determined by the Barn Committee Chairperson.

LBL reserves the right to provide or secure additional services for a horse if the horse is seriously in need of emergency services and the Boarder cannot be reached, or the Boarder after request by the LBL, fails to provide or secure such services for the horse/s. LBL shall first attempt to notify the Boarder of any emergency situations as soon as reasonably practical. If the state of the horse/s health requires immediate action, LBL is authorized to provide or request such services of a veterinarian or other available professional of LBL's choice or to give any other services that appear necessary. If LBL is not able to reach the Boarder, or the Boarder does not give LBL instructions regarding the immediate care of the horse/s, LBL will attempt to secure the services of the providers specified or known to have been previously used by the Boarder to care for the horse/s. The Boarder agrees that in the event the horse/s require/s immediate and/or emergency care and the specified provider cannot be reached or is not available or other care can be secured more quickly LBL has the permission to otherwise secure the care necessary to guard the welfare of the horse/s. All financial responsibility for care provided to the horse/s shall rest and remain solely with the Boarder and agrees to hold LBL harmless from any costs of such care. Additionally, the Boarder acknowledges that LBL is under no obligation to secure treatment for any horse for any reason.

The Boarder acknowledges that: the Boarder has inspected premises and/or has in some other way satisfied him/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the Boarder's horse/s, and the Boarder, the Boarder's family members, and invitee/s who enter the premises. The

Boarder further acknowledges that barn procedures, liability waivers and other practices exist and apply.

LBL shall have no liability or responsibility for the personal property of the boarder and said property is stored on the premises of LBL at the sole risk of the Boarder. Personal property includes, but is not limited to, horse/s, tack, equipment, trailer/s, feed, etc.

The Boarder acknowledges that the information provided by the Boarder is correct, and that it is the Boarder’s responsibility to update the information as needed. The Boarder may be periodically asked to review the provided information but, in any event, it is the Boarder’s responsibility to update the provided information as changes occur.

Signature of Boarder: _____ **Date:** _____

Boarder Information:

| | |
|----------------------------------|--|
| Boarder Name: | |
| LBL Street Address: | |
| Alternate Street Address: | |
| Alternate City: | |
| Contact Phone Number(s): | |
| Email Address: | |

Horse Information:

| | | | |
|--------------------|--|-----------------------|--|
| Horse Name: | | Breed: | |
| Age: | | Year of Birth: | |
| Color: | | Markings: | |
| Height: | | Gender: | |

| | | | |
|--------------------|--|-----------------------|--|
| Horse Name: | | Breed: | |
| Age: | | Year of Birth: | |
| Color: | | Markings: | |
| Height: | | Gender: | |

| | | | |
|--------------------|--|-----------------------|--|
| Horse Name: | | Breed: | |
| Age: | | Year of Birth: | |
| Color: | | Markings: | |
| Height: | | Gender: | |

Contact information:

| | | | |
|----------------------|--|---------------|--|
| Veterinarian: | | Phone: | |
| Farrier: | | Phone: | |
| Custodian: | | Phone: | |
| Other: | | Phone: | |

List known horse health conditions and any instruction that may be helpful during an emergency or owner absence on a separate and attached page or below. Also list other instruction or preferences. As an example, state that due to the horse's age and past experience with colic, a colic episode should not be treated surgically and the horse should be made as comfortable as possible until the Boarder can be reached.

No additional information is provided: _____ (Initial), or Additional information is provided: _____ (Initial).

Long Branch Lakes Equestrian Center

RULES

The Long Branch Lakes Equestrian Center (hereinafter Center) belongs to all active members of the LBL Property Owner's Association. Boarding at the Center, however, is a privilege available to all LBL FULL TIME resident property owners in good standing. The Barn Committee Chairperson must receive a ten (10) day prior notice of a new or returning horse's arrival. The CENTER reserves the right to accept or refuse the arrival of any new or returning horse(s).

To keep the CENTER a safe and welcome place for all, attached are rules that all boarders, family members and guests must follow. These rules are intended to make your experience at the Center as safe and pleasant as possible. Basically, treat other boarders, management, families, and guests (including their horses and property) with the same kindness and respect with which you would like to be treated, both in person and on social media.

These rules will be updated or modified periodically and posted on the Long Branch Lakes POA website, posted at the CENTER and hand delivered to each Boarder. The CENTER reserves the right to remove or refuse entry to anyone who violates any of these rules. The Rules are incorporated by reference in the Boarding Agreement.

These rules apply to all, are basic and do not define or limit personal responsibility, safety, care, and control.

1. **Code of Conduct** – At all times, CENTER is to remain a friendly place suitable for all boarders, guests, and visitors. No belligerent, malicious, lewd, vulgar, profane, or otherwise objectional conduct or language will be tolerated. The conduct of everyone will always be dignified and civil. Failure to comply with this key rule will result in the violator being asked to leave and could be considered just cause for eviction of the Boarder by the Board of Directors pursuant to the Termination clause of the Boarding Agreement.
2. **Coggins** – A current negative Coggins must be on file with the barn for each horse.
3. It is highly recommended that horses outside of confined areas be tied or on a lead line.
4. Except for medical emergencies, all barn activities are to be concluded and lights turned out no later than two (2) hours following sunset.
5. It is highly recommended that all riders, including boarders, visitors, and guests, wear a protective helmet and that anyone in/around barn and/or horses wear appropriate footwear (sandals are not considered "appropriate"). A helmet and appropriate footwear are required for those riders under the age of 18 years.
6. To protect children and horses and their owners alike, children under the age of 16 shall be under the direct supervision (line of sight) and control of the child's parent or legal guardian at all times. Children shall not handle, in any way, a horse belonging to any of the Boarders (except for horse(s) owned by the child's family) unless the Boarder gives express permission to do so and has the child in his/her direct supervision.
7. Each boarder is responsible to remove their horses' manure from small paddocks, yard area, barn aisles, riding ring, round pen, and parking lot. Each Boarder is also responsible to clean up the aisle after grooming and hoof care.

8. Daily stall cleaning is the responsibility of the Boarder. Stall users shall provide their own bedding.
9. The wash stall is to be cleaned and dried upon exit. Do not groom horses in the wash stall because it is hard to clean wet hair and dirt from the mats therein. The wash stall is for washing and rinsing only.
10. No healthy horse should be left in a stall twenty-four (24) hours per day.
11. Respect others' personal tack. Ask before borrowing and replace to where you found it.
12. Do NOT feed treats to horses that are not under your care and control.
13. No dogs are allowed in the barn area. Smoking is not permitted in barns or within 100 feet of the barns.

Failure to Comply:

If the Boarder or their family or guests fail to comply with any of the Center Rules, specified as items 1 through 13 above, a courtesy verbal warning will be issued. If Boarder fails to comply with any of the Center Rules after receipt of a verbal warning, a written notice of non-compliance will be issued and delivered via email and US Mail. The third incident involving any Rules violation will result in the immediate suspension of all boarding privileges and will invoke a thirty (30) day notice to remove their equines and all personal property from the Center property.

By authority of the LBL POA Barn Committee, August 2023.

I have read and understand and agree to follow the posted rules.

Boarder Signature

Printed Name

Date