## Lone Wolf Ranch Training and Boarding Agreement and Liability Release Shane & Deborah Byerly

- 1. Definitions: the term "Agreement" shall herein refer to this document in its entirety. The term "Stable" shall herein refer to Shane & Deborah Byerly and Lone Wolf Ranch, located at 1072
- Porter Carswell Rd.Waynesboro, GA. 30830, Burke County. The term "Owner" shall herein refer to the owner, part owner, lessee, or agent of the animal(s) which are contracted to be trained or boarded under this Agreement. The terms "Horse" and "Animals" shall herein refer to all equine species and also to specific animal(s) in which this Agreement refers. The terms "Board" and "Boarding" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animal(s) by a party that does not generally have financial interest in the animal(s). The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.
- 2. Compensation: At the commencement of this Agreement Owner agrees to pay the sum of \$1300.00 per month, per animal, in consideration for this Stable undertaking the training and board of the animal(s) listed under item number three below. Monthly charges are to be paid in advance and are due on the first of each month or from the date of the start of training. Unless other arrangements are made prior to the first of the month, payments made after the 10<sup>th</sup> of the month will be charged a \$25.00 late fee.
  - a. Partial month training or show prep....\$45.00 per day
  - b. A two week notice is required for all horses in full training and is needed when a horse is leaving the full board and training program. Horses that leave in less then the two week are subject to the following charges:
    - \*\*\* 45 a day for each day the horse was in training until the day it left + 300
    - \*\*\* Full board is \$800.00 per month
  - c. Failure to pay fees will result in civil action which will be enforced after presenting Owner by email notifying them of such action. The Owner of the Horse(s) and or the person or entity executing this Agreement on behalf of the Owner shall be responsible for all past due fees as well as any and all legal fees including attorney fees. It is hereby agreed and understood by the undersigned that in the event of any delinquency in payment, the Stable reserves the right to place a lien on the Horse(s) for the value of all unpaid charges. Should said charges go unpaid, this Stable shall be entitled to exercise the right to enforce said lien according to the laws of this state.
  - d. All clients MUST have a zero balance before removing horses from training.
- 3. Horse Information: Disclosure of Horse to be trained or boarded by this Stable is hereby stated as follows:

a. Name: Breed: Color:	
BreeuColor	· · · · · · · · · · · · · · · · · · ·
Insurance	Company:
Insurance Phone Number:	
Insured	Amount:
Major	Medical:

4. Health: Each Horse to be Trained or Boarded shall enter the premises free from transmissible diseases, and must be effectively dewormed and current on immunizations for tetanus, rabies, flu, and any other vaccinations recommended by the Horse's veterinarian. Any horse staying

for more than 30 days will be dewormed by the Stable at the Owner's expense unless other arrangements are made.

- a. Should the Horse(s) become sick or injured, the Stable shall attempt to contact the Owner immediately. If the Owner does not immediately inform the Stable regarding measures to be taken, or if the state of the animal's health requires immediate action, the Stable is authorized to request the services of a veterinarian of its choice or to give any other attention that is deemed necessary by the Stable. The Owner shall promptly pay all expenses or all services.
- 5. Right of Refusal: The Stable reserves the right to refuse the continuation of Training or Board of any animal(s) for any reason, to include, but not limited to: poor health or unsoundness of the animal(s); dangerous propensities, habits, and/or vices which the stable is not equipped to handle; Owner's refusal to obey Stable rules; or Owner's refusal to compensate the Stable.
- 6. Safety: Owner has inspected the Stable's premises and/or in some other way has satisfied himself or herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the Owner's Horse, the Owner, and the Owner's family, guests, and visitors who enter the premises.
  - a. In the event someone other than the Owner and/or his/her immediate family members come to see or ride the Horse(s), such parties shall have pre-arranged permission to remove, handle, or ride the Horse(s).
  - b. Owner agrees to be responsible for any and all damages, injuries, or loss of life caused by or to Animal(s) while in the care, custody, and control of the Owner, Owner's family members, invitees, or other handler or agent appointed by them, and also for any acts of the Horse(s) caused by vices or dangerous behavior not disclosed to this Stable by the Owner. The Owner is responsible for compensating the Stable for any property destroyed or damaged by the Horse(s).
- 7. Hold Harmless: In consideration of this Stable undertaking the training/board and related services under the terms set forth herein, I, the undersigned Owner, do agree to hold harmless and release the Stable, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organization from legal liability due to this Stable's ordinary negligence; I do further agree that except in the event of this Stable's gross and willful negligence, I shall bring no claims, demands, actions and caused of action and/or litigation against this Stable and its associates as stated above in this clause for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss by death of the above Animal(s), and/or sustained by me (Owner) and/or my minor child or legal ward in relation to the premises and operations of this Stable.
- 8. Inherent Risks: Owner is aware horseback riding is classified as a rugged adventure recreational sport activity and there are numerous obvious and non-obvious inherent risks in such activity despite all safety precautions.
- Hauling is .65 a mile round trip and \$1.00 a mile one way Fuel surcharge will be the actual cost of fuel divided equally between the number of clients. When hauling your own horse, even when it's in training, you are responsible for fans, buckets, etc. at horse shows.
- 10. Show day fees: Horses in training....\$45.00 per day (day we leave farm til the day of return) Horses NOT in training....\$80.00 per day (show duration 5 days and under), \$60.00 per day(6 days and over) being coached or ridden by Lone Wolf Ranch. Does not include stall cleaning or feeding.

Trainers expenses and cost of tack stall, feed stall is divided between the number of riders at the show equally. Expenses may include, but are not limited to: cost of lodging, airfare, car rental, golf cart rental, security, pre-bedding, etc. Lodging is based on the average cost of local hotel room plus tax for the area the show is being held regardless of if a camper is being utilized.

- 11. Prize money....open riders to be paid 50% of all monies won, after the entry fee for said class is reimbursed to payer.
- 12. Sales....Sales commission on a horse is earned via a 15% of price unless otherwise agreed to beforehand.
- 13. Farrier services will be paid directly to the farrier...we do not set these charges.
- 14. Lessons: outside horse \$75.00....LWR horse \$85.00....cattle \$100.00
- 15. Misc. fees Show equipment (pads/bridles/protective boots) \$25.00 per show Blankets/sheets - Must be provided when the Horse arrives. Sheet - for barn, any will do. For show - Black Schneiders (or comparable) Blanket - in cooler weather- medium weight/heavy weight, black preferred. Must have black Medium weight for shows. These can be provided for a charge.
- 16. Agreement: This Agreement constitutes the entire Agreement between the parties. There shall be no modifications, amendments, or cancellations of any of the terms unless the same is in writing and signed by both parties. A waiver of any terms of the Agreement by this Stable on one or more occasions shall not be deemed a continuing waiver and the terms of this Agreement shall remain in effect.

I hereby certify that I am the current owner, lessee, or agent of the Owner of the above-named Horse(s) and understand and agree to all terms and conditions outlined in this Agreement. I further certify that any and all co-owners have authorized me to enter this Agreement on their behalf.

Owner Name:			
Owner Signature:		Date:	
Address:		Phone:	
Email:	Credit Card #	::(fee	
applies) Expiration: Code:	·		
Date:	Shane / Deborah B	yerly(Trainers)	
Shane - 803 - 440 - 7423 De	eb - 540 - 607 - 0334	Venmo and Paypal accepted also	

Prices updated as of 04/01.2023