



**BOARDING AND TRAINING AGREEMENT**

**1. PARTIES. THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ROHARA ARABIANS, LLC, whose address is P.O. Box 110, Orange Lake, FL 32681 (hereinafter "Rohara"), and:**

Customer Name:	Address:		
City:	State:	Zip Code:	
Cell Phone:	Home Phone (optional):		
E-Mail Address:			
Farm Name:			

**2. HORSE. This Agreement pertains to the following horse (hereinafter "the horse"):**

Name of Horse:	DOB:		
Sire:	Dam:		
Owner of Mare (if different from owner listed above):			
Registration No.:	Color:	Breed:	
Mares:	In Foal? YES _____ NO _____	Maiden? YES _____ NO _____	Foal at side by: YES _____ NO _____
Insurance? YES _____ NO _____	Carrier:	Insurance Agent:	
Policy Number:	Expiration Date:		

**3. OWNERSHIP. Customer: (Mark one)**  
 has full title and registration,  
 leases the horse,  
 manages the horse,  
 or  has purchased the horse on installment Agreement with final payment due \_\_\_\_\_, 20\_\_\_\_, and full title and registration are currently held by:

Name		Telephone	
Address	City	State	Zip

**A copy of HORSE'S Registration Certificate must accompany this agreement. If the customer is not the owner reflected thereon, the customer must furnish authorization from the registered owner agreeing to the terms of this boarding contract.**

**TERMS AND CONDITIONS**

**A. SPECIAL PROVISIONS FOR CUSTOMER'S ANIMAL(S):**

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**B. DUTIES OF ROHARA:** During the time that the horse is in the custody of Rohara pursuant to this Agreement, Rohara will (a) provide board and care for the horse in accordance with the same standards of care given its own horses, (b) if relevant, condition and provide ( ) halter ( ) under saddle training for the horse and (c) if relevant, as such times and at such shows as Rohara, in its sole discretion, shall deem appropriate, show the horse.

**C. COSTS:** All expenses for the horse including but not limited to veterinary, farrier, transportation and show expenses shall be the obligation of the Owner. Except for those charges, fees or expenses for which Rohara requests payment in advance, all sums due to Rohara hereunder shall be due and payable by Customer when billed. The Customer agrees to pay a late charge in the amount of the lesser of 15 % per month or the greatest charge allowed by law on all sums not paid within 30 days of invoice date.

**D. LIMITATIONS OF LIABILITY AND INDEMNIFICATION: REGARDLESS OF ANY NEGLIGENCE ON ITS PART, ROHARA ARABIANS, KARL OR ROXANN HART OR THEIR AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN ROHARA'S CUSTODY,** nor for any other loss, damages or injury arising out of or connected with breeding, boarding, conditioning, training or other services pursuant to this Agreement. Customer fully understands, authorizes and assumes the special risks inherent in conditioning, training, breeding and transporting horses, and acknowledges that mortality and other insurance is solely Customer's responsibility. **ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED,** to the full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service complained. Rohara shall also not be liable for any personal injury or disability which the Customer or his agents, representatives, family or any other person or entity that customer invites or brings to Rohara may receive while on Rohara's premises. Customer agrees to indemnify and hold Rohara harmless from any claim related to damages, illness or injury caused by the horse, and from any claim by a buyer of the horse, or any claims by Customer or his agents, representatives, family or any other person or entity that Customer invites or brings to Rohara and agrees to pay all expenses and attorney's fees including those for appeals incurred by Rohara in defending such claims.

**E. RISK OF LOSS:** It is understood and agreed that Rohara does not carry the customer's horse, whether in boarding or in training, on any public liability, accidental injury, theft, or equine mortality insurance and Rohara shall not be liable for any loss or damage to said animal as a result of accident, injury, illness, theft, negligence (of Rohara, any of its principals or agents, or any other person), or otherwise and that all risks connected with the boarding and training of the horse are to be borne by the Owner.

**F. ACCEPTANCE:** This Agreement is not effective until approved and executed by Rohara which reserves the right to reject any horse in its sole discretion, and to return any unruly horse at Customer's expense. All service programs are subject to availability. Rohara reserves the right to discontinue any service program. Placement of a horse in the training program does not obligate Rohara to show the horse. Rohara reserves the right to make all decisions regarding when and where the horse will be shown, in which classes the horse will be entered and which shows will be attended. Customer recognizes that conflicts may arise from time to time between customer's horse and horses owned by Rohara or others and acknowledges that Rohara shall have sole and complete authority to decide which horse shall be shown in any class and by whom.

**G. VACCINATIONS:** Customer warrants that the horse is free of all communicable diseases upon delivery to Rohara. On or prior to arrival, the Customer shall provide a record of current vaccination for Rhinopneumonitis, Strangles, Equine Influenza, Tetanus, and Sleeping Sickness, and a negative Coggins (Swamp Fever) test performed within six (6) months prior to arrival. If the horse arrives without records of such vaccinations and test, Rohara may, at its option, not accept the horse or provide the vaccinations and test at Customer's expense. Rohara does not warrant that any vaccinations will provide the anticipated immunity, and shall not be responsible for its failure to vaccinate or for the vaccine to effectively perform.

**H. VET CARE:** Rohara is authorized to maintain and provide vaccinations, Coggins test, foot care, regular breeding cultures, and other veterinary needs, including emergency surgery, in its discretion, at Customer's expense.

**I. TRANSPORTATION:** Transportation to and from shows or elsewhere may be provided by Rohara or may be arranged with another carrier. Customer agrees to pay all such costs. If the horse is transported on any vehicle owned or leased by Rohara or any affiliate of Rohara or if any other shipper is selected by Rohara, Customer hereby releases Rohara, any affiliated company, Karl and Roxann Hart and any employee and agent of Rohara from any liability whatsoever in regard to such shipment or selection of said shipper and agrees to hold the aforesaid entities harmless from any liability in connection with said shipment. It is agreed that the risk of loss during transportation shall be assumed by Customer and Customer agrees to indemnify and hold Rohara harmless from such loss or injury including but not limited to payment for attorney's fees and costs, including appeals.

**J. VETERINARIAN, DENTIST, BLACKSMITH, AND OTHER INDEPENDENT CONTRACTORS:** Customer understands that any and all services performed on the horse by a veterinarian, dentist, blacksmith and/or other independent contractor(s) are strictly pursuant to agreement between the Customer and the veterinarian, dentist, blacksmith, or other independent contractor(s). Any assistance provided by Rohara in connection with any and all of the aforesaid agreement(s), including arranging times, dates, schedules, and billing for said service(s) is completely gratuitous. Customer understands that no veterinarian, dentist, blacksmith, or other independent contractor is an employee or agent of Rohara.

**K. SALES COMMISSION:** In the event the horse is sold during the term of this Agreement or within 90 days of termination, Customer shall pay Rohara a commission equal to twenty percent (20%) of the sales price, regardless of whether the sale was achieved through Rohara's efforts.

**L. RELEASE:** Customer agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, farrier work and all other fees, charges and expenses pursuant to this Agreement shall be paid prior to Rohara's release of the horse. The aforesaid is included solely for the protection of Rohara and is in no way intended to be construed as an acceptance by Rohara of an employer/employee relationship between Rohara and any veterinarian, dentist, blacksmith, or other independent contractor. Customer shall make arrangements with Rohara for the horse's release at least 48 hours in advance. Customer is

solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through Rohara's veterinarians or otherwise. Upon commencement of loading of the horse for shipment, Customer assumes full responsibility and releases Rohara, his agents and employees, and Karl and Roxann Hart, from any responsibility or liability for the horse's health, soundness, breeding condition, transportation, and care.

- M. LIEN:** Customer hereby grants and/or confirms that it hereby grants to Rohara a lien upon and security interest in the horse and any foal produced by a breeding or foaling at Rohara's to secure all obligations and amounts due under this or any other Agreement with Rohara. Rohara may, at any time until all amounts due hereunder are fully paid, file a photocopy of this Agreement in any county or state office in which Rohara elects, and when so filed the copy shall be effective as a financing statement as well as a security agreement. Customer will execute, deliver and file such financing statements, security agreements, and other documents as may be requested by Rohara from time to time to conform, perfect, and preserve the security interest created hereby, and in addition, authorizes Rohara to execute on behalf of Customer, deliver and file such financing statements, security agreements and other documents without the signature of Customer, all at the expense of Customer. At any time the Customer's balance is unpaid for thirty (30) days, or Customer is otherwise in default in this or any other Agreement with Rohara, Rohara may then, or at any time thereafter, sell in one or more sales or otherwise dispose of, all or any of the collateral in which Rohara has a security interest by virtue of this Agreement, in its then existing condition or following any commercially reasonable preparation, in such order as Rohara may elect, and any such sale may be made either at public or private sale at Rohara's place of business or elsewhere, either for cash or upon credit or for future delivery, at such price as Rohara may deem fair, and Rohara may be the purchaser of any or all of such collateral so sold and hold the same thereafter in its own right free from any claim of Customer or right of redemption. No such purchase or holding by Rohara shall be deemed a retention by Rohara in satisfaction of obligations owed by the Customer to Rohara. All demands, notices and advertisements, and the presentment of property at sale, are hereby waived. If, notwithstanding the foregoing provisions, any applicable provision of the Uniform Commercial Code or other law requires Rohara to give reasonable notice of any such sale or disposition or other action, five (5) days prior written notice shall constitute reasonable notice. Any sale hereunder may be conducted by an auctioneer or any officer or agent of Rohara. In addition to the security interest granted herein, Rohara shall have all rights and liens granted by Chapter 713 of the Florida Statutes.
- N. NONASSIGNABILITY:** Customer may not assign any rights or designate any duties under this Agreement without the written consent of Rohara.
- O. TERMINATION AND WAIVER:** This Agreement may be terminated by Rohara at any time. No delay or failure by Rohara to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy.
- P. ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES:** This Agreement contains the entire understanding of the parties concerning its subject matter and any prior understandings with respect to this Agreement, whether oral or written, are expressly superseded. This Agreement may be modified only in writing. Such modification, amendment, or alteration shall be effective only for the specific purpose(s) for which given. Headings are for convenience only and not part of the Agreement. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of this Agreement. The Agreement shall be construed and governed by the laws of Florida. Jurisdiction and venue for all disputes connected with this Agreement shall be proper only in Marion County, Florida. If a lawsuit is filed with respect to this Agreement, or Rohara forecloses his lien or security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs, including those for appeal.
- Q. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF GOOD AND WORKMANLIKE PERFORMANCE) EXCEPT AS SPECIFIED HEREIN.**

**THIS AGREEMENT is subject to the laws of the State of Florida.**

**EXECUTED at Orange Lake, FL 32681 this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.**

**ROHARA ARABIANS, LLC**

**CUSTOMER**

**By: \_\_\_\_\_**

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