

Lenux Stables & Riding Academy, Inc. 2017 Board and Training Agreement

A. Billing

Invoices will be emailed on the 15th of each month and will include:

- 1. Board and training for the upcoming month
- 2. Lessons for the upcoming month
- 3. Any miscellaneous charges such as body clipping, equipment purchases or medications from the previous month.
- 4. Horse Show Charges for the upcoming month.

•Each Customer must keep a credit card on file to be processed on the 25th of each month.

- If you prefer to pay by check or cash, please do so prior to the 25th.
- Bills not paid by the 24th will incur a \$50 late charge per 30 days

B. Boarding Fee:

1. Stall Board

\$800 per month

Includes: 14 x 14 stall with a window (opened when it is warm), rubber mats, automatic waterers, fresh sawdust, High Quality Grain and Hay twice daily, stalls cleaned 6 days/week. Blankets on/off (provided by owner). Appointments made and handled by Lenux for Farrier, Veterinarian and Chiropractor as needed.

2. Pasture Board

\$600 per month

Includes: Round Bales in every field, Grain twice daily, automatic waterers, Blankets on/off (blankets provided by owner). Appointments made and handled by Lenux for Farrier, Veterinarian and Chiropractor as needed.

C. Academy Boarding Fee:

Horses in the Academy Boarding Program must be accepted by the Riding School Director. Horses in the Academy Board program are used by instructors throughout the riding lesson program at home for daily lessons as well as at horse shows at the discretion of the Instructors.

- 1. Academy Stall Board
- 2. Academy Pasture Board

\$500 per month \$400 per month

D. Training Fees

Board and Training Fee: Includes Stall Board and Training \$1000 per month, \$10 group riding lessons.

Includes \$10 group riding lessons

- •Lessons must be scheduled by the 1st of the month
- •Riding Lessons only applies to the person who shows the horse.
- •Does not cover private lessons or lessons at a horse show

E. Riding Instruction

1. Group Lesson Fee	\$40
2. "A la Carte" Lessons Fee	\$45
3. Private Lesson Fee	\$50/\$60 with Brooke or Quintus
5. Lesson at a Horse Show	\$50

• Group Lessons are 1 hour in length. Approximately half of the lesson is riding time, half is skill time and/or tacking and grooming of horse. Each week instructors base lessons on weekly curriculum.

• Private Lessons are 30 minutes in length and include: Lunge Lessons, Full Bridle Lessons, Show Prep and Lessons suited specifically for individual needs.

• Riding Lessons using the Owner's Show Horse shall not be subject to the lesson fees as such instruction is included in the monthly training fee. One training ride per week is included.

F. Care and Maintenance Expenses:

1. Veterinary Expenses:	billed directly to client from veterinarian. Must keep a CC on file with Vet office
2. Farrier Expenses:	Lenux Pays directly on day of appointment and will bill clients on the next invoice.
3. Dietary Supplements:	Billed monthly through Lenux
4. Supply Charge:	\$250 per horse showing per year (will be added to the April
i. Suppry Charge.	invoice)

G. Horse Shows:

Day Fee: There will be a flat fee of \$250.00 per scheduled day of show per horse. This fee includes: Stall, Tack and Changing Stalls, Office Fees, Bedding, Feed, Coaching Fee, Decorations, Set up and Tear Down of equipment and draperies and trainers' expenses.
classes per show. Additional classes incur a trainers fee of \$50 per class. Entry Fees and hauling are NOT included in the daily rate.

2. If less than 3 horses attend a show, charges will be billed separately vs. the daily flat fee. The flat fee applies to all shows except for Louisville which will be billed per charge.

3. Entry Fees will be billed after the show

4. Transportation of horse is not included in the per horse day fee. Hauling by Lenux Stables will be billed at the current market rate which averages \$1.00-\$1.50 per miles. There is a \$100 Ramp fee per horse per round trip.

5. Miscellaneous charges for services such as veterinarian, chiropractor, shoeing or extra necessary equipment are not include in the day fee and will be billed separately.

6. Tipping of Caretakers: This is required of all customers. Tipping should be done at a minimum of \$50.00 per class. Please consider the work that goes into your horse. Leg wrapping, tailsets, harness or buggy cleaning, etc. Tip in Cash prior to leaving the horse show. \$200 per show is an average tip.

•Please note: Additional tipping on holidays, special events, etc. is not required but is encouraged and greatly appreciated. Our caretakers truly care about you, your children and your horses and they work very hard to care for your horses.

H. Transitions for Sale & Purchase of Horses:

1. A brokerage fee or commission of ten percent (10%) will be charged on the purchase of sale of any horse represented by Lenux for transactions involving a party "outside of the barn". Any additional expenses of travel, such as lodging, airfare, car rental and meals will be billed at cost.

2. On sales between Lenux customers "within the barn" a broker fee or commission of ten percent (10%) will be charged to both the buyer and the seller.

3. Owner hereby acknowledges that as a result of the Horse's training and/or Trainer showing the Horse, the Horse's value may increase and offers may be solicited or received for the sale of the Horse. Owner acknowledges that the Trainer plays an important role in the campaigning of the Horse and the Trainer shall be entitled to a brokerage fee in the event that the Horse is sold at any time during the term of this agreement or for a period of three months after the termination thereof. In the event that the Horse is sold, the Trainer shall be entitled to a brokerage fee equal to 10% of the gross sale proceeds of the Horse.

I. Equipment & Clothing:

You are required to own the following items for your horse. If you do not own all of the mentioned items, we will order them for you with your approval.

1. Home or Barn Use:

- Radon Sheet in Lenux Colors
- Radon Blanket in Lenux Colors
- Radon Fly Sheet in Lenux Colors
- •Black Leather Halter with Name Plate from Freedmans with Blue Fuzzies
- Tail Set (if applicable)
- Saddle and Girth (if applicable)
- 2. Horse Show Use:
 - •Show Sheet (Radon)
 - Show Bridle from Freedmans
 - •Show Whip/Crop
 - •Harness and Cart (if applicable)
 - Tail Switch (if applicable)
- 3. Other Equipment if Necessary
 - •Leg wraps
 - •Kicking/Pawing Chains
 - •Cribbing Collar
 - •Boots

4. Harness & Cart Fees

If using a barn owned harness or driving vehicle, the following fees shall be assessed per show as a rental fee for Lenux equipment and billed with other show fees:

- •\$100 per show (Harness)
- •\$100 per show (Cart)
- 5. Usage of Switches

Customers will be charges a fee of \$100 per show, per horse for the use of Lenux Stables owned switches. Please see Quintus is you are interested in purchasing your own switch for your use only.

J. Termination of Contract.

1. A 30-day notice is required for voluntary movement of any horse from Lenux Stables. No monies paid will be reimbursed and the owner is responsible for payment of 30 days board and training from time time Lenux Stables is made aware that the horse will be leaving. Horses may leave prior to the completion of the 30 days; however, a full 30 days must be paid in full from time of notice.

• THE OWNER SHALL NOT BE PERMITTED TO REMOVE THE HORSE FROM THE STABLE UNTIL ALL FEES, COSTS AND EXPENSES PROVIDED HEREIN HAVE BEEN PAID IN FULL. Such fees, costs and expenses shall constitute amounts due for "board," the non-payment of which shall give rise to a lien on the Horse which may be enforced pursuant to North Carolina General Statute 44A.

2 . Lenux Stables may terminate this agreement, at its sole option, at any time upon forty-eight (48) hours notice in any of the following events, each of which (other than item e) shall be deemed a default by the Owner hereunder:

- a. Trainer determines in its sole and discretion, the Horse or the Owner poses a danger to the Trainer or any person or animal affiliated therewith;
- b. The Owner fails to pay any amounts due within 10 days when due;
- c. The Owner fails to abide by the rules of Lenux Stables & Riding Academy, Inc.
- d. The Owner fails and refuses to cooperate with the training of the Horse in accordance with the terms of this Contract;
- e. Any of the principals of the Trainer dies or becomes disabled;
- f. The Owner fails in the performance of any term, condition, representation, or warranty contained herein.

K. General Notes:

1. Veterinary Care:

In the event that your horse needs emergency veterinary care, any and all action will be taken to care for your animal and to make it as comfortable as possible. You will be notified as soon as possible in such an event. We may recommend the use of injectable Legend and/or Adequan products and or joint injections for your performance horse. Such treatment is recommended on an individual basis in conjunction with the professional opinions of our veterinarian and farrier. Dramatic improvements can be made with equine joint therapy treatment.

2. <u>Miscellaneous Provisions</u>. This agreement shall be governed by and interpreted in accordance with the terms of the laws of the State of North Carolina. The General Court of Justice of Mecklenburg County, North Carolina shall be the sole and exclusive venue for any lawsuits arising out of this agreement. This document states the entire agreement of the parties as to the matters contained herein, and may not be changed except by a writing signed by both parties.

WARNING

UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES.

The undersigned hereby acknowledge the terms and conditions set forth in the above agreement:

Owner	
Signature:	Date: