

SHIRROCCO FARMS LTD

FULL BOARD HORSE BOARDING AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 2010 made between SHIRROCCO FARM, hereinafter referred to as "SHIRROCCO", and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER."

1. FEES, TERMS AND LOCATION In consideration of \$575 plus \$69.00 HST, per horse per month paid by OWNER in advance on the First day of each month, SHIRROCCO agrees to board the herein described horse (s) on a month to month basis commencing _____, 2010. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Fees of \$5 per day will apply to all late payments.

2. SECURITY DEPOSIT A security deposit of \$200 is due upon confirmation of intent to board at SHIRROCCO. Said fee will be fully refundable upon completion of agreement, provided that there are no outstanding fees owing to SHIRROCCO, there is no damage done to the facility, and 30 days written notice to terminate agreement was given.

3. DESCRIPTION OF HORSE (Separate Agreement for each Horse)

Name: _____ Year Foaled/Sex: _____

Breed: _____

Color & Distinguishing Marks: _____

4. FEED AND FACILITIES SHIRROCCO agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Full board \$575 plus HST monthly (Total \$644.00)

- 3 hay feeds per day. We provide local hay, alfalfa and green orchard grass.
- 2 grain feeds per day. We provide choice of pellets or sweet feed.
- Daily turn out/in to private paddock.
- Cleaning of stall and turnout paddock.
- All waters cleaned and refilled regularly.
- Blankets and/or fly masks applied and removed as needed.

Trailer parking \$25 plus HST monthly (Total \$28.00)

- Limited spaces available.
- Must park in designated spaces only.

5. FARRIER AND VETERINARY CARE All farrier and veterinary costs remain the responsibility of the OWNER. If, in the opinion of SHIRROCCO, the horse requires urgent veterinary care, in the event that the OWNER can not be reached, any veterinary costs will be the responsibility of the OWNER. It is understood that every attempt will be made to reach the OWNER prior to calling Veterinarian.

6. RISK OF LOSS During the time that the horse (s) is/are in the custody of SHIRROCCO, SHIRROCCO 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 at SHIRROCCO's premises. The OWNER fully understands and hereby acknowledges that SHIRROCCO does not carry any insurance on any horse (s) not owned by SHIRROCCO, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine

mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of SHIRROCCO, are to be borne by OWNER.

7. HOLD HARMLESS OWNER agrees to hold SHIRROCCO 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 SHIRROCCO in defence of such claims. Please note that it is a requirement for all OWNERS and GUESTS to sign the separate LIABILITY WAIVER agreement upon arrival to SHIRROCCO.

8. HORSE COUNCIL BC OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, valid Horse Council BC Membership. Membership number must be provided to SHIRROCCO.

9. STABLE RULES Owner hereby acknowledges receipt and understanding of the current SHIRROCCO Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to safety rules, hours of operation, required veterinary care. SHIRROCCO may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in SHIRROCCO's sole discretion, of OWNER or OWNER's guests and invitees to abide by SHIRROCCO Rules may result in SHIRROCCO declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. TERMINATION OF AGREEMENT Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 10 Stable Rules. 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 SHIRROCCO under this AGREEMENT shall be due and payable by the FIRST day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by SHIRROCCO of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. NOTICE OF TERMINATION OWNER agrees that thirty (30) days notice shall be given to SHIRROCCO as to the termination of this AGREEMENT. Failure to do so will result in forfeiture of \$200 security deposit.

12. RIGHT OF LIEN OWNER is put on notice that SHIRROCCO has and may assert and exercise a right of lien, as provided for by the laws of the Province of British Columbia, as per the Cattlemens livestock lien act for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees SHIRROCCO shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and SHIRROCCO can then sell horse (s) to recover its loss.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA

Executed at _____ on _____, 2010.

By: _____ and

Owner's Name: _____

Address: _____

City/Prov/Postal: _____

Home Phone: _____ Cell Phone: _____

Tammy Pollon, SHIRROCCO FARMS LTD

OWNER