

## 2021 Southwind Farms LLC NJ/NY Boarding Contract / Risk Liability Waiver

| IRE/DAM:                 |  |              |
|--------------------------|--|--------------|
| LAN I GALLDI             | AT 100, Milcrocinp, Ne                       | gistiation # |
| Circle one:              | Foal by side / Barren / Maiden / Due to Foal |              |
| FOAL info/ Sex:          | DOB  | Sire:        |
| sting Health Conditions: |  |              |

- 1. A current negative Coggins Test MUST accompany all horses shipped to Southwind Farms LLC for boarding purposes.
- 2. Our vaccination requirements are as follows: Potomac Horse Fever, Botulism, Rhinopneutomitis, Encephalomyelitis, West Nile, Tetanus, Influenza, Strangles, and rabies. If your horse(s) arrives at our farm without a vaccination chart, your horse(s) will be vaccinated upon arrival, at your expense.
- 3. Board will be charged at a daily rate in accordance with the schedule listed below. In addition, veterinarian, Vendor, and other fees such as, but not necessarily limited to, hoof trims, x-rays, injections, worming, palpation, ultrasounds, etc. shall be at the owner's expense.
- 4. Southwind Farm will exercise due diligence in caring for you horse(s). The farm will perform the customary practices for the protection, health and safety of all animals in its care. However, Southwind Farms LLC, its manager, agents, servants and/or employees can not assume liability for illness, accidental injury, disability or death suffered by an animal in our care. The undersigned owner consents to waive all and every claim for damage resulting from any illness, injury or death.
- 5. Any charges incurred while the horse is being boarded MUST be paid prior to the release of the horse. Overdue accounts will be charged a late fee of 1.5% per month. Failure to timely pay any amounts due Southwind Farm pursuant to the agreement, the undersigned shall in addition thereto pay all reasonable attorney fees incurred by Southwind Farm in connection with the collection thereof to the fullest extent permitted by applicable law. Accounts past due beyond 1 year, the equine on this contract will be considered abandoned and therefor become the property of Southwind Farms LLC. The transfer of ownership will be made by the USTA and the equine may be sold to assist in payment of occurred expenses, bred or utilized for anything Southwind Farms LLC decides in an attempt to recover occurred expenses.
- 6. If one owner signs this agreement, when multiple owners own the horse(s), the terms and conditions of this agreement will bind all owners. If an agent for the owner(s) signs this agreement, then the terms and conditions of this agreement will bind the agent and all owners.
- 7. If any horse is sold or transferred between owners while being boarded at Southwind Farms, the original owner(s) MUST notify Southwind Farm of the change in writing, within 10 days of the date of the change of ownership. If there is any change of ownership or a lease, and Southwind Farms is not notified of the change of ownership or lease, the horse(s) will remain at Southwind Farm under the New Jersey Stableman's Lien Law until all charges are paid in full.
- 8. This agreement governs the boarding of all horses, even if the horse(s) boarded are not listed at the top of this agreement. I hereby permit Southwind Farm to verify ownership of my horse(s) with the United States Trotting Association, Columbus, Ohio and/or Standardbred Canada, Mississauga, Ontario, Canada.

9:This form has been provided to inform you that anytime breeding procedures, palpations, ultra-sounding, inseminating, treatments, injections, transfusions, vaccines, worming, and medical treatment or handling involved being provided to your equine; there is always a risk of injury or death to that of the equine involved.

We at Southwind Farms LLC are trained/experienced technicians/Personnel, in all fields of equine care, reproduction and health practices; however, a risk of injury or death to the Equine will always exist in any boarding or breeding situation. We cannot be responsible and are not liable in the event of any injury or death to any equine that is boarded or bred at Southwind Farms LLC.

Veterinarian Consultations are done on as needed bases, unless otherwise requested by the equine owner at the owner's expense. Ultra-sounding, palpating, All breeding Procedures will be provided to your equine by our experienced/trained personal. In the event your mare is no longer boarded at Southwind Farms LLC and was deemed IN Foal prior to her departure, Southwind Farms LLC is not responsible if the mare reabsorbs, aborts, comes up not in foal at any point beyond her departure. Southwind Farms LLC, Veterinarians, Technicians will make every effort to

maintain reproductive records for a possible twin pregnancy, Twins are ablated "pinched" by a Veterinarian. In the event a Veterinarian or Technician misses a twin pregnancy Southwind Farms LLC its Veterinarians and Technicians are not liable. Vaccinations, Worming, and any other medical treatments will be provided to your equine by our experienced/trained personal/ technicians under the consultation of a veterinarian when needed.

Any Medical emergencies; an immediate veterinarian consultation will be provided at the owners expense. In the event of a medical emergency, if Southwind Farms deems it is necessary for the equine involved to be sent to an equine medical clinic; your equine will be sent to the nearest clinic providing emergency medical care. The nearest clinic to Southwind Farms LLC NJ is Mid-Atlantic Equine Medical Center and Walnridge Equine clinic. The nearest clinic to the Southwind Farms NY is Leather Stocking Clinic and Rhinebeck clinic. If you have any reservations about these emergency clinics please let us know in advance. We will make every effort to contact you prior to shipping your equine, however, if your equine is in need of emergency medical care; this form is your consent for Southwind Farms to send the equine involved for emergency medical care that is needed to the above clinics.

A valid Coggins and Vaccine/worming and medical records must be provided, *Prior* to your equine boarding at Southwind Farms LLC. If they are not provided your equine will receive all vaccines / wormer and coggins when they arrive at your expense.

All Horse shipping into Southwind Farms NJ/NY will be placed in a Mandatory 2 week quarantine area, prior to any intermingling with onsite horses.

## I have read and understand the above waiver, terms and conditions.

| Name of Owner (PRINT):                     |   |       |
|--|---|-------|
| Signature of the owner(s):                 | Date:   |       |
|  | Date:   |       |
| Multiple owners/% Owned/Billed Please list | all contact and billing information for ALL O | wners |
| Billing Address:                           |   |       |
| -  |   |       |
|  |   |       |
|  |   |       |
|  |   |       |
| Phone Home:                                |   |       |
| Work:                                      |   |       |
|  |   |       |
| Fax:                                       |   |       |
| EMAIL:                                     |   |       |
| Emergency Numbers/contact:                 |   |       |
| Basic Board R                              | Rates: Per Day                                |       |
| Broodmare Seasona                          |   |       |
| Less than 20 days                          | \$30.00                                       |       |
| Nursing Foal                               | \$ 6.50                                       |       |

Please Email or Fax to: Southwindfarms@aol.com southwindfarmsllcny@aol.com, NY FARM 29 Burd Road Pennington, NJ 08534

Phone: 609-737-9067 Fax: 609-737-2481 www.southwindfarms.net