



Boarding/Training Contract

1. **PARTIES.** This agreement is made on by and between Kelly Kraegel, Kurt Hufferd and Kelly Kraegel's Cottonwood Creek Ranch, Inc. and: _____ Name (hereafter customer)
_____(Telephone number) _____(email address)
_____(Address)

2. **HORSE.** This contract pertains to all horse or horses under the direction/ownership/lease care of the customer now or in the future, including, but not limited to:

Name: _____ Breed: _____ Color: _____ Age: _____ Reg _____

Any additional horses will also be covered under this contract.

3. **SERVICE PROGRAM.** Customer has entered into the following service contract:

TRAINING AND BOARD IS DUE AND PAYABLE ON OR BEFORE THE FIRST OF EACH MONTH TO COTTONWOOD CREEK RANCH OR LATE FEES WILL APPLY. THE CUSTOMER'S CREDIT CARD WILL AUTOMATICALLY BE CHARGED FOR INVOICES PAST DUE BY 10 DAYS AND A \$100 LATE FEE. FIRST MONTH TRAINING AND BOARD IS TO BE PAID IN ADVANCE.

CREDIT CARD INFO:

Mastercard/Visa _____ Exp _____ / _____

Code: _____ Billing Zip: _____

4. **ADDITIONAL FEES.** The customer understands that additional fees may include but are not limited to: routine and emergency veterinary care, farrier services, hauling, advertising, rehab care, supplements, special feeds, shavings, show fees, entries, tack, etc. A 10% Agent's commission on the purchase or sale price of horses bought and sold will be paid by Customer on any sales transactions.

5. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Kelly Kraegel, Kurt Hufferd and Kelly Kraegel's Cottonwood Creek Ranch Inc, and it's subsidiaries, affiliates, agents, servants, contract labor, volunteers, and employees shall not be liable for any sickness, disease, estray, theft, death or injury that may be suffered by the horse while in Kelly Kraegel, Kurt Hufferd or Kelly Kraegel's Cottonwood Creek Ranch Inc, employees, contract labor, volunteers or agent's custody, nor for any loss, damages, or injuries arising out of, or connected with breeding, conditioning, training, breaking, boarding, transporting, showing or other services pursuant to this contract. Customer fully understands, authorizes and assumes the special risks inherent in breeding, conditioning, training, breaking, boarding, transporting, and showing horses and acknowledges that mortality and other insurance is solely the customer's responsibility. **MORTALITY AND MAJOR MEDICAL INSURANCE IS HIGHLY RECOMMENDED.** All implied warranties, including fitness, merchantability, worth, or otherwise and all special incidental and consequential damages are hereby excluded. No refunds or credits will be given. Any refunds or credits that are given will be at the discretion of Kelly Kraegel, Kurt Hufferd and Kelly Kraegel's Cottonwood Creek Ranch Inc. Kelly Kraegel, Kurt Hufferd and Kelly Kraegel's Cottonwood Creek Ranch, Inc. shall also not be liable for any personal injury or disability which the customer or his agents, representatives, or family may receive to themselves or property while on the premises of, or affiliated with Kelly Kraegel's Cottonwood Creek Ranch Inc. **Under Oklahoma State law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities.**

6. **RELEASE.** Horses will not be released or shown until all bills are paid in full, including outstanding veterinary and farrier bills. Payments past due by 10 days will be charged a \$100 late fee and the customer's credit card will be charged. Horses past due by three months will be sold for money owed. A \$50 NSF fee will be charged on returned checks.

7. **MEDICAL TREATMENT** Current proof of negative coggins is required and Kelly Kraegel, Kurt Hufferd and Kelly's Kraegel's Cottonwood Creek Ranch, Inc has the authority to make medical decisions and keep all horses up to date on vaccinations, shoeing, coggins, and worming and Customer shall be billed for services.

8. LAW

The terms of this Agreement shall be governed by the laws of the State of Oklahoma, USA.

Customer's Signature

Date