

**Touchstone Farm KY, LLC
6377 Greenwich Pike
Lexington, Kentucky 40511**

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into as of the _____ day of _____, 202__ ("Effective Date"), by and between Touchstone Farm KY, LLC ("Farm") at 6377 Greenwich Pike Lexington, Kentucky 40511, and _____, address _____ ("Owner").

RECITALS

WHEREAS, Farm operates a boarding and training business wherein it boards, trains, keeps and maintains sport horses in central Kentucky.

WHEREAS, Owner desires to board, and/or train certain horses owned by them with Farm; and

WHEREAS, Farm desires to accept such horses for board and/or training on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, it is agreed as follows;

- 1. Agreement to Board/Train.** Farm will accept such horses, _____ (the "Horse(s)") owned by Owner as Owner shall deliver to Farm, subject to the terms of this Agreement. Owner agrees to provide Farm with information concerning the Horse(s) to be boarded as set out on Exhibit A and incorporated herein by this reference.

The Farm, its agents and employees, shall employ the degree of care customarily employed by persons who board, train or keep and maintain horses in central Kentucky and shall not be liable for the loss of or injury to any of the Horses unless it is established by clear and convincing evidence that such degree of care was not employed. Provided, however, that the Farm shall not be liable for, and is hereby released from, any and all liability with respect to any loss of or injury to the Horses, Owners and invitees, to the extent that Owner obtained insurance which compensates or indemnifies them against such loss or injury. **THE OWNER SPECIFICALLY ASSENTS TO THIS CONDITION OF CUSTODY.**

- 2. Visiting Hours.** Farm is a private facility and all visits must be scheduled and approved by management. Visiting hours are between the hours of 7am and 4pm.

3. Rate for Services. Owner agrees to pay the current rates charged by Farm for each Horse for as long as each Horse remains in Farm's care and custody. The initial rate and other costs charged are as set forth on Exhibit B attached hereto and incorporated herein. This rate may be changed at Farm's sole discretion upon reasonable notice to Owner. Farm shall have a lien on the Horses for board and care pursuant to KRS 376.400.

a. Expenses. In addition to the rates as shown on Exhibit B, Owner agrees to pay all expenses incurred in the proper care and maintenance of each Horse, including, without limitation, such veterinarian, blacksmith, dentist, acupuncture, chiropractic and other services, entry fees and transportation charges, as may be incurred for each Horse. This also includes owner requested supplements such as daily SmartPaks. These costs shall be paid directly by Owner to vendor.

b. Training. Farm shall provide training of Horse(s) as agreed between Farm and Owner. Owner agrees that training costs shall be considered part of the cost of care and board of Horse(s) and shall be subject to lien and collection pursuant to KRS 376.410.

c. Sales. Owner shall pay a 15% commission fee to Farm if horse is sold while under care of the Farm. This is regardless of age of Horse(s) or duration of stay on Farm.

4. Billing. On the first day of each month, Owner shall pay to Farm in advance the daily rate for the next month. Farm shall furnish to Owner on a monthly basis a statement of the expenses for the previous month, including board, incurred with respect to each Horse. Owner agrees to pay such statement within ten (10) days of the date of such statement. If statement is not paid by the tenth (10th) of the month, a credit card on file will be charged. Applicable credit card fees shall also be applied.

Credit Card: _____

Exp. date: _____ Security Code: _____

Billing address: _____

5. Representatons and Warranties of Owner. Owner specifically represents that (i) Owner is the owner of the Horse(s) or is fully authorized to represent the person or entity owning the Horse(s) for the purpose of executing this Agreement and that he/she will be personally liable for the performance of this Agreement; (ii) that there is not now any lien or other encumbrance against the Horse(s); and (iii) that the Horse(s) has received within the previous twelve (12) months a Coggins test which reflects a negative

result, and has received tetanus, Eastern and Western EI and West Nile, rhino pneumonitis, influenza, rabies, and botulism within the past twelve (12) months and will be given the above vaccinations and produce a negative Coggins test every twelve (12) months (or as otherwise recommended by a veterinarian) during the term of this Agreement. Additionally, Owner must provide record of deworming and fecal results prior to Horse(s) arrival. Owner shall furnish prior to execution of this Agreement the results of any tests or proof of vaccination for the Farm's examination and records.

6. Notice. Thirty (30) days advance written notice by Owner is required to terminate this Agreement and to relocate Horse(s). If less than thirty (30) days notice is provided, pre-paid expenses shall not be refundable. Farm shall be entitled to collect all board, training and other expenses due prior to Horse(s) leaving the Farm.

7. Insurance. Owner is solely responsible for maintaining any and all insurance on each Horse. If the Horse is presently insured, Owner shall provide such information to Farm including emergency contact information for the insurance company in the event of injury or illness of the Horse. If the Horse is not presently insured, Owner shall notify Farm in writing of insurance coverage for the Horse if such is later obtained. If Owner fails to provide such information Farm may assume that the Horse herein is uninsured.

8. Ability to Act. Should a Horse require emergency care of any kind, Owner hereby appoints Farm as agent-in-fact to authorize such care. Farm shall make reasonable attempt to contact Owner but shall be permitted to act in the best interests of Horse(s) even if contact with Owner cannot be made. Owner agrees to pay any veterinary or other third party provider care bills incurred in such emergency care and indemnifies and holds harmless Farm fully from any liability for such actions, care or the outcome of same.

9. Risk of Loss and Indemnity. Farm shall not be liable for accident, injury, disease, theft or death of any Horse while in its custody or any Owner or invitee. Owner with indemnify and hold harmless Farm for any accident, injury, disease, theft or death of any Horse and for any damage any Horse may cause to the real or personal property owned by or located at Farm or any harm to any employees or visitors to Farm.

10. Special Right of The Farm. In the event the Farm in its sole discretion, determines that the Horse(s) is diseased or that the Horse(s) poses a threat to life and/or property, Owner agrees and understands that the Farm, at its sole discretion, may at once require Owner to remove the Horse(s) from the premises. Owner further understands and agrees that if such Horse(s) is not removed within twenty-four (24) hours of such determination by the Farm, the Farm may take steps as it, in its sole discretion, determines to be necessary to protect life or property regardless of whether or not Owner received notice. Owner further agrees that any expenses incurred in connection with these actions shall promptly be paid by Owner.

11. Term. This Agreement shall remain in force unless and until it is terminated by either party upon thirty (30) days written notice or unless sooner terminated by Farm

pursuant to the terms of this Agreement. The terms and provisions herein shall apply until each Horse leaves the care of the Farm. Owner agrees to promptly remove any and all Horse(s) upon the conclusion of this Agreement.

12. Rules and Hours. The Owner agrees to abide by the “Rules and Hourse of the Farm” as posted in Farm office or otherwise posted or provided to Owner and all signs posted on barns, paddocks, pastures and along roads.

13. Assignment. This Agreement cannot be assigned by Owner without the express written consent of Farm.

14. Agister Lien and Security Interest. The Farm shall have an Agister’s or Livery Keepers Lien for board and training pursuant to Kentucky Revised Statutes KRS 376.400 et. seq. on all of the Horse(s) for all unpaid charges resulting from the care and keep of the Horse(s). Owner hereby grants and conveys to Farm a security interest in the Horses to secure the payment of all costs (including attorney’s fees) associated with the Horses. Owner agrees that Farm may file a UCC-1 financing statement in all jurisdictions deemed appropriate by Farm at any time after execution of this Agreement.

15. Controlling Law and Venue. This Agreement shall be governed by and construed under the prevailing law of the Commonwealth of Kentucky and venue for any action between the parties related in any way to this Agreement or related in any way to the Horses shall be in Fayette County, Kentucky.

16. Attorney’s Fees. In the event Farm is required to institute any action including, but not limited to, litigation in collection efforts at trial or appellate proceedings, Farm shall be entitled to recover its reasonable attorney’s fees and costs expended, in addition to any other remedies.

17. Binding Effect. All terms and conditions of this Agreement shall be binding on the heirs, executors, administrators, successors or assigns of the parties.

18. Severability. In the event one or more of the provisions contained herein shall for any reason be held to be invalid, illegals or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. Notice. Notice shall be provided in writing to either party at the addresses shown in the preamble above.

WARNING
UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OR PARTICIPATION IN FARM ANIMAL

**ACTIVITES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY
ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.**

IN WITNESS WHEREOF, the parties have agreed as of the day and year written

OWNER

Address: _____

Telephone number: _____

Authorized Agent: _____

(if applicable)

Agent's Name: _____

FARM

By: _____

HORSE INFORMATION

Barn Name: _____

Registered Name: _____

Microchip Number: _____

Date of Birth: _____ Breed: _____ Sex: Mare Gelding Stallion

Sire: _____ Dam: _____

Dam Sire: _____

Insurance Company: _____

Phone Number: _____ Policy #: _____

Please enter the last dates your horse has had the following:

Farrier: _____ Coggins: _____ Dental: _____

Worming: _____ Type of Wormer: _____

Fecal Test: _____

Vaccinations and Dates:

Tetanus: _____ Eastern/Western EI: _____

West Nile: _____ Rhino Pneumonitis: _____

Influenza: _____ Rabies: _____ Botulism: _____

Current Feed: _____

Current Medications: _____

Does your Horse have any known allergies? _____

Has your Horse ever coliced? When/why? _____

Other special needs/Information about your horse? (May use back of form)

Items shipped with your Horse: _____

Owner Name/phone number: _____

Additional Contact person/number for Horse: _____

Relationship: _____

Billing Address: _____

Email: _____

Exhibit B

2023/2024 BOARD RATES

Weanling/Yearling/2 Year Old: \$40/day
Rehab Basic Rate: \$55/day
Riding Horse Training Board: by inquiry
Chiropractic: \$125/treatment