

Twin Willows Ranch Boarding AGREEMENT

This agreement is entered into between Twin Willows Ranch LLC (hereafter TWR) 5437 Columbia Road SW, Pataskala, Ohio 43062 and , _____(hereafter the Owner).

Whereas, the Owner desires to train and board his/her horse at Twin Willows Ranch LLC (hereafter TWR) 5437 Columbia Road SW, Pataskala, Ohio and board said horse under the following terms and conditions:

1. Term: This agreement shall commence on January 1, 2025 and terminate with a 30 day notice from TWR or the Owner.

2. Description of the Boarded Horse:

Name:	_____
Age:	_____
Sex:	_____
Breed:	_____
Color/Markings:	_____
Registration/Tattoo#:	_____
Height:	_____

3. Boarding Fee: The training and boarding fee for the horse described in Paragraph No. 2 above is \$437.00 per month for the term of the agreement, unless terminated earlier in accordance with Paragraph No. 11 below. Payments for partial months will be charged a daily rate which assumes a month has 30 days. The boarding fee shall be due the 1st day of each month and a \$25.00 late fee will be assessed if the payment is not received by the 3rd day of the month.

Checks should be payable to: Twin Willows Ranch and delivered to:
Twin Willows Ranch, LLC
Attn: Dan Rhodeback
5437 Columbia Road SW
Pataskala, OH 43062

4. Standard of Care by TWC. TWC will maintain the horse by providing quality care which includes a horse stall, hay and grain twice a day, free choice minerals and water, stall cleaning daily and bedding as needed. In addition, TWR will provide the Owner access to turnout paddocks, access and use of the indoor and outdoor arenas, and tack room space.

5. Ownership/Coggins Test: The Owner warrants that he/she owns the horse and, at the time of delivery to TWR, that the horse will be free from infectious, contagious transmissible diseases. The Owner agrees to provide a certificate of inoculation for influenza, rhinopneumonitis, and strangles within the last 30 days and a deworming and vaccination record. Coggins is only requested if the horse is shipped from out of state.

6. Responsibilities of the Owner. The Owner shall be responsible for all farrier and/or veterinary care. If the TWR should determine that the horse needs emergency care, TWR will attempt to contact the Owner, but, in the event the Owner is not available, TWR shall contact the primary veterinarian. If TWR is unsuccessful in reaching either the Owner or primary veterinarian, TWR has the authority to secure emergency veterinary care. However, the Owner shall be responsible for paying all costs relating to this medical treatment and/or care.

7. Owner's Rights during the Term of the Agreement: The Owner shall have the right to visit and ride the horse at Twin Willows Ranch LLC (hereafter TWR) 5437 Columbia Road SW, Pataskala, Ohio 43062. Use of the horse should be scheduled TWR teaching and training activities. The Owner at all times must abide by the rules and regulations of TWR and the Rhodeback family. The Owner shall be asked to remove his/her horse(s) immediately if the Owner does not follow the rules or places another horse or individual in jeopardy of serious physical harm.

9. Risk of Loss: The Owner will bear all risk of loss from the injury, sickness, or death of his/her horse unless such loss is caused by the negligence or intentional acts or omissions of TWR and/or agents, while they are acting within the scope of TWR.

10. Hold harmless: The Owner agrees to hold TWR and the Daniel Rhodeback family harmless from any claim resulting from the damage or injury caused by said horse(s) and agrees to pay legal fees incurred by TWR in defense of a claim resulting from damage by said horse(s).

11. Termination: TWR may terminate this agreement by giving the Owner thirty (30) days written notice. Notice of termination by the Owner must be given to TWR in writing thirty days (30) ahead. TWR shall be entitled to any boarding incurred prior to the termination date.

12. Right to Lien: TWR has the right of lien as set forth in the laws of the state of Ohio for the amount due for board and TWR shall have the right, without process of law, to retain said horse until indebtedness is satisfactorily paid in full.

13. Governing law: The terms and conditions contained herein shall be constructed and interpreted in accordance with the laws of the state of Ohio. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the state of Ohio.

FOR THE OWNER

FOR TWR

Authorized Representative

Daniel R. Rhodeback, President and Secretary of TWR LLC

Printed Name

Teresa J. Rhodeback, Vice President and Treasurer of
TWR LLC

Date

Once all of the signatures have been obtained, please return this Agreement to: Twin Willows Ranch, LLC
Attn: Dan Rhodeback
5437 Columbia Road SW
Pataskala, OH 43062