

PONY CONSIGNMENT & TRAINING BOARDING

FARM NAME: Crying Coyote Farm, LLC (CCF) and dba Sparkleberry Ponies

ADDRESS: 37351 Bailey Hill Road, Dade City, FL 33525

PHONE: 515-208-8328 | **EMAIL:** SparkleberryPonies@gmail.com

AGENT NAME: Meredith van Benthuisen

STAFF: (as of 3/24/24): Adeline Austin, Lindsey Cartwright, Kayla van Benthuisen (Terra)

OWNER NAME: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

*******PLEASE READ CAREFULLY BEFORE SIGNING*******

WARNING - Under Florida Law (Chapter 773, Equine Activities), This Florida statute provides that an equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities. Liability will not be limited by statute, however, where the equine professional or sponsor knew the tack or equipment was faulty, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or is otherwise in lawful possession of the land or facilities where the injury is attributable to a known dangerous latent condition, commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, or intentionally injures the participant. Posting of warning signs alerting participants to the limitation of liability by law is also required.

IT IS HEREBY AGREED TO AS FOLLOWS:

A. DEFINITIONS

- The term/acronym "CCF" shall herein refer to the owners of Crying Coyote Farm, LLC or any of Crying Coyote Farm, Sparkleberry Ponies, its owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on Crying Coyote Farm's behalf.
- The term "OWNER" shall herein refer to the owner, trustee, part owner, or lessee of the animals which are contracted to be boarded under this agreement.
- The terms "PONY(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers.

B. AGREEMENT PURPOSE and CONSIDERATION

At the commencement of this agreement, the OWNER intends for CCF to undertake the training and boarding of PONY listed below under Clause C and to provide other incidental services according to terms and conditions set forth herein. OWNER agrees to pay to CCF the sum of the services chosen under Clause D for PONY. Charges for boarding and other incidental services are due prior to boarding. For monthly boarding and training, payments are due on the 1st of the month. If commencement of boarding of PONY occurs before the 1st of the month then fees will be prorated up to the end of the current month. For daily and weekly boarding, payments are due at the beginning of the boarding interval.

C. DISCLOSURE OF INFORMATION ABOUT PONY TO BE BOARDED/TRAINED

Barn Name _____ Age _____ Sex _____ Height _____ Color _____

Registered Name _____ Breed _____

Other Pertinent Info, Special Needs, Vices: _____

*Some special needs are not covered in standard board and will need to be addressed in an addition to this agreement.

D. FEE SCHEDULE FOR BOARDING, TRAINING & SALES SERVICES

Fee schedule may change at any time. CCF agrees to provide OWNER with at least 30 days notice for changes of fees that are within the control of CCF. OWNER shall pay CCF for the services discussed and detailed below:

x1 Pony Training, Board & Care Program
\$1,200.00/month per Pony

Includes:

3-4 Training Sessions Per Week	Bathing
12 x 12 Stall (as required for weather, training, show, care)	Grooming and Clipping (body clipping add \$)
Paddock Turn-Out	Wrapping and Blanketing as Needed
Alfalfa Hay – Free Access	Basic First Aid as Needed*
12/8 Complete Feed – As Needed Upon Request	

**Excludes veterinary care and related transport. Basic nutritional supplements provided. Excludes special needs supplements such as joint supplements.*

x1 Farrier, Veterinary, Transport and Other Expenses are not included in Training Board
(may be paid directly to vendor/service provider)

x1 Consignment Sales Commission is 10% of Sale Price
(to be paid to CCF)

Any additional expenses will be considered approved by OWNER upon written confirmation by text or email.

CCF's Veterinarian: Dr. Cindy Daniels, DVM, 813-779-1061

CCF's Farrier: Adam Berluti, 860-262-1551 (Farrier as of 3/24/24 – trim \$50, half set \$150, full set \$250)

E. PAYMENT OF INVOICES

Invoices are payable with cash, check, wire, Venmo, Zelle or Pay-Pal within 5 days of receipt. In the event a payment in full is overdue by 5 days, a \$5.00 per day late fee will be incurred and actual returned check fees will apply. In the event a payment is overdue by 30 days, CCF shall be entitled to a Stableman's Lien pursuant to the laws of the state of Florida.

CASH, CHECK: Crying Coyote Farm, 37351 Bailey Hill Road, Dade City, FL 33525

WIRE: Bank Routing 267084131, Account: 830059189, JP Morgan Chase, Zephyrhills, FL

ZELLE: 515-208-8328 / cryingcoyotefarm@yahoo.com

PAYPAL: "Friend/Family" CryingCoyoteFarm@yahoo.com (send "friend/family" or add 3% for Venmo fees)

VENMO: "Friend" www.venmo.com/CryCoy (send "friend/family" or add 3% for Venmo fees),

F. BOARDING OF PONY

CCF shall board PONY in accordance with generally accepted professional standards. CCF will exercise reasonable care for the protection of PONY and shall board PONY to the best of her ability. CCF will provide suitable facilities and care for PONY in an adequate manner with feed being determined by CCF and will keep OWNER informed of any concerns in condition, performance or health of PONY.

G. CCF'S RIGHT TO REFUSE SERVICES

CCF reserves the right to refuse the continuation of boarding and or training services of PONY for any reason. In such event CCF shall give OWNER 7 DAYS written notice to remove PONY from premises. After all fees have been paid in full this agreement is concluded.

H. EMERGENCY CARE

CCF agrees to attempt to contact OWNER should CCF determine veterinary treatment is needed for said PONY(s), but, if CCF is unable to contact OWNER, CCF is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said PONY(s). All costs of such care incurred shall be paid by OWNER

within fifteen (15) days from the date OWNER receives notice thereof, or CCF is authorized, as OWNER's agent, to arrange direct billing to OWNER. CCF shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless CCF is instructed herein by OWNER or on OWNER's Information Sheets, that PONY is/are not surgical candidates.

I. INHERENT RISKS AND ASSUMPTION OF RISK

CCF and OWNER acknowledge there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities.

J. RISK OF LOSS AND STANDARD OF CARE

During the time that PONY is/are in custody of CCF, CCF shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the PONY(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s), except in the event of willful negligence on the part of CCF. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on CCF's premises, while hauling or competing at show. The OWNER fully understands that CCF does not carry any insurance on PONY or for any other purposes. Public liability, accidental injury, theft or equine mortality insurance and all risks connected are to be borne by the OWNER. The standard of care applicable to CCF is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall CCF be held liable to OWNER for equine death, injury or theft in an amount in excess of \$1,000 per animal. OWNER is encouraged to obtain equine insurance for any animals valued in excess of \$1,000, at OWNER's expense, or will forego any claim for amounts in excess \$1,000.

K. RELEASE OF LIABILITY

All parties including OWNER and CCF agree to mutually hold one another harmless and release all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to accident or ordinary negligence; and further agree that except in the event of gross negligence and willful and wanton misconduct, they shall not bring any claims, demands, legal actions and causes of action, against one another as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, in relation to PONY, premises, handling and training. CCF and OWNER and all persons interacting with PONY will sign a general "releases of liability" that is kept at CCF (copy available).

L. OWNER RIGHT OF TERMINATION

Upon written notice to CCF the OWNER may terminate this agreement for any reason. OWNER is not entitled to a refund if termination is before the end of the service period (of one month). CCF shall be paid for all fees incurred up to the termination date or as long as PONY is on premises, whichever is the later. After all fees have been paid in full this agreement is concluded.

M. ENTIRE AGREEMENT

This contract represents the entire agreement between the parties. This contract is made and entered into in the county of Pasco in the state of Florida and shall be enforced and interpreted in accordance with the laws there. If any clause, phrases or word is in conflict with Florida State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect. Other legal agreements may supplement this contract.

SIGNERS STATEMENT OF AWARENESS: I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

OWNER SIGNATURE:

DATE:

CCF AGENT ACCEPTANCE SIGNATURE:

DATE:
