



Carefree Farms
Membership Agreement
(Revised 4.15.15)

THIS AGREEMENT is made this _____ day of _____, 20____ by and between _____ herein after referred to as “Member” of _____ “Horse” and Carefree Farms, L.L.C. herein after referred to as “Operator”.

A. FEES AND TERMS

1. In consideration of \$ _____ per month paid by Member, Operator Agrees to allow limited haul in use of facility as described in this agreement, commencing on _____ day of _____, 20____. Member agrees to PAY MONTHLY IN ADVANCE, on the first day of each month either by cash or by check to:

CAREFREE FARMS
36412 North 7th Avenue
Phoenix, Arizona 85086

2. Membership is considered “month to month.” When Member is in good standing for three consecutive months or more, the Member will receive benefits outlined below. Any interruption of membership will require Member to “start over” and member will not receive benefits until three consecutive months has been achieved [exception section J (1)]. Monthly rate may not be prorated or banked.
 - a) 10% Discount on applicable clinics, schooling days and other activities hosted by Carefree Farms.
 - b) Reduced stabling fees and day pen fees from standard rates.
 - c) XC schooling fees waived when taking XC lesson.
3. Operator reserves the right to raise basic fees, if necessary. Thirty (30) day written notice will be provided for Member before such fees are introduced.
4. Member agrees to pay all repair costs for damage to stalls, fencing, and /or waterers or mangers, by Member’s horse and upon receipt of billing from Operator.
5. Member agrees to abide by all Rules and Regulations of said facility, and agrees that conduct not in accordance with said Rules and Regulations is considered cause for termination of the Membership Agreement.
6. Any Non-Member or Non-Boarder must pay full Haul-In rate when using the facility and only when taking a lesson.
7. Any past due amounts are secured pursuant to the following procedures. All membership charges, charges for damages, veterinarian and farrier charges are due upon receipt of invoice. Any account that has not been paid in full within fifteen days (15) of the date of said invoice, shall be considered delinquent and shall be assessed a ten percent (10%) surcharge on the entire outstanding account balance. Said surcharge shall reflect the necessary increase for rates not paid in advance. In the event of a delinquent account, all surcharges and balances due shall be paid by certified check or money order. In addition, a delinquent account of forty-five days or more will result in termination of this agreement. If Member desires to return to program all accounts must be current with Operator and (8) below will be required of member.
8. After the first occurrence of delinquency it shall be necessary for Operator to require an amount equal to one (1) month full services to be held as security, with all subsequent payments due and payable in advance as scheduled.
9. In the event Member replaces one horse with another or adds additional horses, Member is responsible for providing Operator with written information for each horse for each of the categories listed below. Regardless of whether such information is provided, however, Member shall be responsible for membership charges at the rate prevailing at that time and all other provisions of the contract will apply.



B. DESCRIPTION OF HORSE – Please use back side for additional horses.
Additional horses must be included in this agreement.

NAME: _____

REG.: _____

SEX: _____ D.O.B.: _____

COLOR: _____ BREED: _____

ADDITIONAL HORSE:

NAME: _____

REG.: _____

SEX: _____ D.O.B.: _____

COLOR: _____ BREED: _____

C. HEALTH CERTIFICATE AND VACCINATION RECORD

Horses enrolled in Membership Program must be up to date on all recommended vaccinations. Proof of vaccination schedule will be available at operator's request within 15 days of that request.

IMMUNIZATION RECORD (REQUIRED ANNUALLY) LIST DATE OF IMMUNIZATION.

EASTERN/WESTERN EQUINE ENCEPHALITIS: _____

TETANUS TOXOID: _____

RHINOMUNE: _____ INFLUENZA: _____

D. FEED AND FACILITIES

Membership does not include boarding, day stalls or pens, turnouts, exercise, training, lessons, feed or grain. Membership includes use of arenas, wash racks, hacking on XC course and track, and use of central cross tie area.

E. EXERCISE AND TRAINING

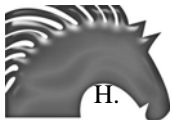
Operator is not responsible for exercising or training said horse (s). It is the Member's responsibility to hire or employ a Trainer to perform such services that is acceptable. Said Trainer must be contracted to train at Carefree Farms LLC. All members must be in a current training program with a trainer contracted at Carefree Farms.

F. EMERGENCY CARE

Operator is hereby expressly authorized to secure emergency veterinary and farrier care required for the health and well being of said horse(s). All costs of such care secured shall be paid by Member within fifteen (15) days from the day Member received notice thereof. Carefree Farms, LLC, is authorized to act as Member's agent to arrange for direct billing to the Member.

G. RISK OF LOSS

It is understood and agreed that during the term of this Agreement, Operator shall not be liable for and loss or damage to said animal (s) as a result of accident, injury, illness, or otherwise. Operator is not responsible for loss, theft or damage to tack or other personal property on the premises which is owned by others or by Member.



HOLD HARMLESS – INDEMNITY FOR LOSS

Carefree Farms LLC, its Member’s, principals, employees and agents, shall not be liable or responsible for, and shall be indemnified and held harmless by the Member from and against and all costs, claims and damages of every kind or injury to or death of any persons or animals and for damage to or loss of property (including trailers), arising out of or attributed, directly or indirectly, to the operations or performance of Carefree Farms LLC, its Member’s, principals, employees and agents, and employees under this agreement. Member hereby acknowledges receipt of, and agrees to execute and be bound by Carefree Farm’s Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

I. ACTIVITIES INVOLVING PUBLIC LIABILITY

Carefree Farms LLC is strictly a breeding, boarding, training, conditioning service facility. Its employees are limited solely to care, custody and control of client owned animals. We do not in any way perform instruction or other activities involving specific public liability. No client or member may give instruction, rent horse or engage in any other activity for remuneration without written permission or certificate of insurance approved by Carefree Farms LLC. Any client allowing a person, other than a Carefree Farms LLC employee, to ride or otherwise handle an animal under our care and at our facility, without written permission, fully understands that they are solely responsible for any and all consequences that may arise.

J. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days written notice. If proper notice is not received from Member then Member is responsible for applicable dues. The right of termination herein granted to Member and Operator is cumulative and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized or allowed by law or the Agreement.

- (1) **DEFERALL OF MEMBERSHIP** – Membership may be deferred in extenuating circumstances – agreed upon between Operator and Member; ex. Injury to horse or rider preventing use of facility for a prolonged period of time. In this case Membership may resume without the three month wait period for eligibility of membership benefits.

K. RETURNED CHECKS

Acceptance of Member’s check as payment is conditional upon Member’s agreement to pay an additional \$25.00 plus bank and mailing charges on all returned checks.

This writing (together with any individually signed separate Service Agreement and riders or attachments pertaining to this Agreement) is intended by the parties as the final expression of their Agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such Agreement, notwithstanding any prior contemporaneous or subsequent purchase order of other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

This Agreement is governed by the laws of the State of Arizona. The Member also agrees that Maricopa County, Arizona is the proper jurisdiction and venue for resolution of any dispute between the parties.

MEMBER

Operator

Signature Date

Signature Date

Name (Print/Type)

Name (Print/Type)

Street Address City Zip

Email Address

Phone (Residence/Cell) ICE Contact Number