

CAREFREE FARMS EQUINE FACILITY
MEMBERSHIP AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ by and between

_____ herein after referred to as "Member" and Carefree Farms, LLC, herein after referred to as "Operator".

A. FEES AND TERM: LOCATION

1. In consideration of an initial \$225 Individual Membership Fee (\$250 Family Membership Fee) and monthly \$75 Individual Dues Fee (\$100 Family Dues Fee) paid by Member, Operator agrees to provide access to the equine facilities as described below.
2. Commencing on _____ day of _____, 20____. Member agrees to PAY on the first day of each month, MONTHLY IN ADVANCE, for access to said facility.
3. Type of Membership:

_____ Individual Membership- One Member and up to two (2) Member Horses. Member may only ride horses on the property which are registered with Carefree Farms as Member Horses. The Membership Agreement is non-transferable.

_____ Family Membership- More than one (1) Member, not to exceed four (4) Members. Family Membership entitles Members to have up to, but not to exceed, six (6) horses registered as Member Horses with Carefree Farms..
4. Operator reserves the right to raise monthly Dues Fees, if necessary. Thirty (30) day written Notice will be provided to Member before such fees are introduced.
5. Membership provides Member with access to the Carefree Farms equine facility under these terms and conditions:
 - a. Member shall have access to jumping arenas and cross country course, both to be used ONLY under the supervision and direction of Carefree Farms provided horse trainer.
 - b. Member shall have access to dressage and other arenas for non-jumping activities.
 - c. Member shall have access to race track for training purposes only.
 - d. Member must follow all posted signs and warnings regarding equestrian activities
 - e. Member must read, sign and adhere to all Carefree Farms Rules and Regulations.
6. Member agrees to pay all repair costs for damage to fixtures, jumps, facility, by Member or Member's horse and upon receipt of billing from Operator.
7. Any past due amounts are secured pursuant to the following procedures. Any Member account that has not been paid in full within thirty days (30) 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, made payable to Carefree Farms, LLC.

B. DESCRIPTION OF HORSE (Descriptions for additional Member Horses shall be attached on a separate sheet)

NAME: _____

REGISTRATION NUMBER: _____

SEX: _____ D.O.B. _____

COLOR: _____ BREED: _____

C. HEALTH CERTIFICATE AND VACCINATION RECORD

Upon becoming a member the horse(s) shall be accompanied by a health certificate with indication of current vaccination for equine encephalitis, tetanus, influenza, and rhinopneumonitis. Horses not accompanied by such certificate must be vaccinated shortly after. Said vaccinations are required on an annual basis.

IMMUNIZATION RECORD (REQUIRED ANNUALLY) LIST DATE OF IMMUNIZATION.

E/W EQUINE ENCEPHALITIS: _____ TETANUS TOXOID: _____

RHINO: _____ INFLUENZA: _____

D. DECLARED VALUE OF ANIMAL

8. Member shall provide to Carefree Farms, LLC, Operator, with a "Declared Value", see below, for the horse described herein. ALL MEMBERS ARE REQUIRED TO SUPPLY THIS INFORMATION AND MUST NOTIFY OPERATOR, IN WRITING, OF ANY INCREASE IN VALUE OF SAID HORSE.

9. IN NO EVENT SHALL OPERATOR BE HELD LIABLE TO MEMBER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. MEMBER AGREES TO OBTAIN EQUINE INSURANCE, AT MEMBER'S EXPENSE, FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000).

MEMBER'S STATEMENT: DECLARED VALUE OF HORSE(S) AT CAREFREE FARMS LLC:

\$ _____ Member's Signature: _____ Date: _____

E. INSURANCE

Member shall provide Operator with certificate or copies of certificate of said insurance prior to acceptance of Membership Agreement for each horse to be at the facility. This shall be full mortality insurance in the amount of member's assessed valuation of the horse.

Insurance Company: _____

Policy # _____ Expiration Date _____

In the Alternative, MEMBER'S SIGNATURE BELOW INDICATES THAT INSURANCE COVERAGE IS NOT DESIRED BY OWNER, THEREFORE, OWNER ASSUMES ALL RISK OF LOSS.

Member's Signature: _____ Date _____

F. OWNERSHIP

Member warrants that he owns said horse(s) described herein, and that there are no liens against said horse(s) other than those listed below.

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.

H. HOLD HARMLESS – INDEMNITY FOR LOSS

Carefree Farms LLC, its owner’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, arising out of or attributed, directly or indirectly, to the operations or performance of Carefree Farms LLC, its owner’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. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice. 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.

J. RETURNED CHECKS

Acceptance of Owner’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.

S. ATTORNEY’S FEES AND COLLECTION COSTS

If any legal action is brought by either party hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recovery from the other party reasonable attorney’s fees in addition to any other relief, which may be awarded. Should Operator take legal action to collect any sums due pursuant to this Agreement, it shall be entitled to add such damages in amount to satisfy reasonable attorney’s fees and all costs.

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

Executed at _____, this _____ day of _____, 20 ____.

MEMBER

OPERATOR

Signature Date

Signature Date

Name (Print/Type)

Name (Print/Type)

Street Address City State Zip

Phone (Residence/Cell)

Additional Family Member #2

Phone (Business)

Additional Family Member #3

Alternate Emergency Number

Additional Family Member #4

Email Address

Driver’s License Number

Veterinarian/Phone