



STABLING AGREEMENT

- 1. Wim ten Pas residing in Winterswijk (the Netherlands) at Bataafseweg 8, 7101 PA, and trading under the name Paardenopfokbedrijf Wim ten Pas, hereinafter referred to as: the Stables;**
- 2., residing in.....**
at, hereinafter, the Owner;

WHEREAS:

- the stables owner/operator is of a stables for stabling foals and young horses, established in Winterswijk (the Netherlands) at Bataafseweg 8, 7101 PA, and trading under the name Paardenopfokbedrijf Wim ten Pas
- the stables is a member of the Federation of Dutch Equestrian Sports Centres (Federatie van Nederlandse Ruitersportcentra - FNRS) and conducts its business in accordance with the regulations and quality standards set by the FNRS for its members;
- the stables specialises in stabling foals of third parties after these have been weaned;
- the Owner owns a foal or young horse, which he wants to be stabled by the stables;
- the Owner has the authority to give the foal/young horse in custody to the stables for stabling;
- stabling foals and young horses includes providing stabling, grazing, feeding and care for the animals, as well as – where explicitly agreed - a basic education to be further defined.
- the parties wish to set down the arrangements made with regards to stabling in writing;

have agreed as follows:

Nature and object of the agreement

Article 1

1. The stabling agreement shall have the effect of a custody agreement.
2. The stables provides (group) stabling, grazing, feeding and care to the foals and young horses, which have been given by the owner to the stables in custody for stabling.
3. The foals and young horses given in custody for stabling are described in the list attached to this agreement and initialled by the stables and the owner. This list includes the name of each foal/young horse registered with the studbook of registration, its life number, chip number and date of delivery.
4. The stables does not give the foals/young horses of the owner a basic upbringing during the stabling process.
5. A calendar year has a grazing season, which runs from 1 May to 1 October of each year, and a stable season, which runs from 1 October to 1 May of the following year.
6. Further care of the foal includes feeding, maintaining the general condition of the foal, keeping the (group) stable clean, providing pasture, hoof care, administering worm cures, as well as carrying out regular customary supervision.



Duration

Article 2

1. The agreement starts from the moment that the foal/young horse is delivered by the owner onto the stables' farm. The date of delivery shall be indicated on the list referred to in Article 1 under 3.
2. Unless the parties agree otherwise, the agreement shall end without notice in the summer stabling season in which the horse has reached the age of 3. The summer stabling season ends on the last day of the calendar month, i.e. September.

Termination of agreement and collection of the foal

Article 3

1. The agreement may be terminated by either party subject to 1 month notice. Notice of termination must be given in writing by registered letter.
2. The stables may terminate this agreement with immediate effect if (1) the owner is in default with payment of the agreed stabling fee or (2) the foal/young horse dies during the stabling period. In both cases the stabling fee shall be due until the end of the month in question.
3. The owner may terminate this agreement with immediate effect if the stables fails to properly look after the foal/young horse and, despite a written notification from the owner within 3 days of receipt, no improvement in this situation has occurred.
4. In the event of termination of this agreement, the owner must collect the foal no later than on the date of termination.

Price and payment

Article 4

1. In case of payment on a monthly basis, the stabling fee for the foal/young horse amounts to: during the first, second and third year of life € 4,50 a day during the grazing season and € 6,75 a day during the stable season
2. The amounts referred to in paragraph 1 are exclusive of VAT.
3. The stables charges the stabling fee afterwards per month or season as agreed, and submits an invoice to the owner.
4. Unless otherwise agreed, the stabling fee explicitly does not include the costs of hoof care, vaccinations and veterinary care. These costs will be charged separately to the owner.
5. The stables is allowed to unilaterally increase the stabling fee (per month or per grazing season) at most once a year, if the increase in prices of hay, straw and feed gives reason to do so. The price increase can be charged in the fee to be paid monthly or per season.
6. Payment of the stabling fee (including the relevant VAT) will be made at the latest within 14 days after receiving the invoice.
7. In case the first stabling period is shorter than one month or one season, a single stabling fee will be charged proportionally.
8. Payment must be made by transfer of the stabling fee due to bank account number: NL08RABO0371236371 or by cash payment by the owner to the stables against receipt of proof of payment.



9. As security for the payment of the stabling fee and all additional costs, the owner gives the foal/young horse as a security to the breeder, who accepts the foal/young horse as a security. The owner explicitly guarantees his authority to pledge the foal/young horse and declares that there are no restrictive rights. To this end, the foal/young horse is brought under the control of the stables. The original horse passport and studbook proof will be handed over by the owner with the foal/young horse to the stables. If the owner defaults in his obligations in respect of the stables, or in the event of bankruptcy or suspension of payment of the owner, the stables is authorised to sell the foal/young horse publicly in any legally permitted manner and to recover the amount due to him from the proceeds. The costs of execution will be at the expense of the owner. Any surplus on the proceeds will be paid to the owner.

Delivery of the foal/young horse

Article 5

1. The owner delivers the foal/young horse to the stables in good health and condition, with all necessary vaccinations against influenza and tetanus, trimmed, wormed and provided with the corresponding original horse passport. Upon delivery, the stables and owner examine the horse together and set their findings down in writing (if necessary with photos or film recordings):
 - the horse passport, vaccinations and worm cure. Any consequences of the absence of the horse passport or a proper registration are at all times for the account of the owner;
 - the overall condition, including the hooves;
 - particulars, deviations and/or faults where noticed during visual examination are set down in a report initialled by both parties.
2. The original horse passport must be present at all times with the foal/young horse and will be given by the owner to the stables. Any studbook proof will also be given to the stables.
3. The owner must notify the stables of any change of address or changes in contact details within one week. Notification to the address known to the stables will suffice.

Enter

Article 6

The stables feeds the foal/young horse at his own discretion, with due allowance for the grazing, the condition and the needs of the animal concerned.

Stabling

Article 7

The stables decides how the foal/young horse is to be housed at his own discretion. The following option will be taken: One or more loose stables are used for the stabling, in which the foals/young horses are kept in groups.

Outdoor grazing

Article 8

The stables determines the grazing of the foal/young horse at his own discretion. If the weather conditions and the condition of the pastures allow for it.



Worming

Article 9

1. The foal is wormed four times a year. The cost are not included in the stabling price and will be charged separately to the owner.
2. For the purpose of worm-infection control, the stables applies the regular and usual wormers in good time. A guarantee that the foal/young horse is completely worm-free cannot be provided. The stables has an obligation to perform to the best of his ability.

Vaccination

Article 10

1. The foal/young horse is vaccinated against tetanus/influenza, Rhinopneumonia and Glanders once every 6 months after its series of foal vaccinations.
2. The costs of the vaccinations are not included in the stabling fee and will be charged separately to the owner.

Veterinarian

Article 11

1. The stables decides at his own discretion whether the foal/young horse needs medical care or treatment by a veterinarian. The veterinary care/treatment will be conducted by the veterinarian of the stables, unless the owner explicitly indicates that he prefers a different veterinarian when entering into this agreement. A veterinarian will be engaged by the stables in consultation with the owner. The owner will give the stables the order to use a specialised veterinarian if such specialist is required.
2. In case of an emergency, the stables has permission to call the veterinarian immediately and have the required veterinary treatment carried out. The stables decides whether the situation is related to an emergency. The owner shall be notified within 24 hours after the veterinarian has been called in.
3. The costs of veterinary care, assistance or treatment are not included in the stabling fee and are charged directly by the veterinarian to the owner, or charged separately by the stables to the owner.

Farrier

Article 12

1. The stables shall make sure that the foal/young horse receives regular hoof care. A farrier is called in by the breeder for this purpose. The farrier assesses at his own discretion when hoof care is needed. Farriery care will be provided by the stables' own farrier, unless the owner explicitly indicates his preference for a different farrier when entering into this agreement.
2. In the event of an emergency, the stables may immediately call in the farrier and have the required care/treatment carried out. The stables decides whether the situation is related to an emergency. The owner shall be notified no later than 24 hours after the farrier has been engaged in a case as referred to in paragraph 2 (and only then).
3. Hoof care for foals/young horses lacking experience entails risks for the foal/young horse. The owner expressly accepts any damage to the foal/young horse that may be caused during the performance of hoof care.





4. The regular costs of the farrier, concerning the trimming of the hooves, are: not included in the stabling price and will be charged separately to the owner by the stables.
5. Costs relating to special operations carried out by the farrier and/or horseshoes shall always be borne by the owner

Liability of the stables

Article 13

1. In compliance with the provisions of paragraph 3 of this article, the stables is not liable for theft, accidents, death, illness or damage to the foal/young horse, nor for damage resulting from the use of products offered.
2. The stables is not liable for theft, accidents or damage to property of the owner occurring on the premises or in the buildings of the stables.
3. The stables is only liable in respect of the client for damage if it can be demonstrated that such damage was caused by acts or omissions by or on behalf of the stables, which are in serious conflict with the care that must be applied with respect to the stables' business.
4. The stables' liability is at all times limited to the amount the stables is covered by insurance, or should reasonably have been covered by. All costs and damage in any way related to or caused by a culpable fault or shortcoming in the performance of the agreement resulting in liability of the stables shall at all times be limited to the amount for which the breeder can reasonably be covered by insurance with respect to such damage-causing events and which cover can actually be provided by the insurance company.

Client liability and insurance

Article 14

1. The owner bears (strict) liability for any damage to the stables or to third parties or property of third parties (including foals/young horses) resulting from the foal/young horse's own behaviour.
2. The owner is responsible for insuring and keeping the foal/young horse insured against fire, theft, illness and other damage. The owner must moreover have a third-party liability insurance in place. This liability insurance must explicitly cover the risk of possession of a foal/young horse, even if the foal/young horse is in custody with third parties. When entering into this agreement, the stables has the right to demand inspection of the policy.

General terms and conditions

Article 15

The general terms and conditions attached to this agreement and initialled by both parties, as compiled by the FNRS for the purpose of its members, apply to all legal relationships entered into by the stables with respect to his business, subject to any deviating provisions in this agreement. By signing this agreement, the owner expressly declares to have taken note of the contents of the general terms and conditions, that he is aware of the purport of the general terms and conditions and is aware of the (liability) risks associated with them and declares to agree with their contents.



Applicable law and choice of court

Article 16

1. This agreement and its implementation shall be governed by Dutch law.
2. Any disputes will be settled exclusively by the competent court in the district in which the stables' company has its registered office.

Duly drawn up in duplicate and signed at..... on 20.....

The stables: The owner:.....