



Livery yard agreement at Thouars' Stud for Breeding and Racing horses

Thank you for filling and sending back this file with date and signature.

This agreement is established between the undersigned **L'EARL HARAS DE THOUARS** based at **Haras de Thouars - CASTELLA 47340**

Hereafter referred to as «The stud»

And **M.**

Residing at

Hereafter referred to as «The owner»

IT IS AGREED AS FOLLOWS:

The Stud accepts to keep horses that owners could entrust in livery - born or unborn.

To go around any difficulties in the future, the Owner hereby declares that he accepts restrictive clauses concerning responsibilities with respect to the Stud and any people introduced in the Stud, including employees, for any accident of disease, fatal or non-fatal, robbery, fire, etc.... but not to be limited to, occurred to the horses while livery duration and acts relating : foaling, breeding mares to cover, follow-up and stallions covering including transport (transporters or Stud' trailer/lorry), loading and unloading.

The owner and /or his authorized representative declares knowing perfectly technical and geographic structures at the Stud.

If the horse is co-owned, co-owners contracting parties recognize that they have a joint responsibility to pay livery fees and any other fees due to the Stud. Under these circumstances, it is hereby agreed that M. will be the preferred interlocutor to the Stud.

Limitation of liability clauses apply to every cases except robbery or grave error proven by the owner against the Stud and extend to every owners with horses entrusted at Thouars. Conversely, the Owner cannot be attacked for any accident or losses caused by his horses except in the event of grave or intentional error on its part and in case of robbery.

Furthermore, the Owner declares the horses entrusted are free of any infectious disease and are insured by the Company (The Owner undertakes on behalf of his insurance company to waive the right to seek any remedy) or that they are not insured (delete as appropriate).

The Stud declares to have subscribed to the Insurance Company GAN, a civil liability policy N° 161 292 022.

The Stud ensure and take under his responsibility all the insurance fees regarding Civil Liability to the incumbent. The Civil accountability of the Stud is limited to thirty thousand euros per loss, hereafter the owner and his insurance company waive the right to institute any proceedings against the Stud.

The owner will be asked to take out a supplementary insurance (« Horse Insurance») for all the other risks. (Owner Liability, mortality, invalidity, Vet fees...) By default, the owner remains his own insurer."

"The owner recognizes knowing facilities, and agree to have his horse turned out in a paddock, walker or indoor school in his absence."

The Owner authorizes the Stud to ask any Vet, Farrier, dentist and any other healthcare provider to do any cares on his horses if it is needed. The same applies for any scans needed on the mare (mares) for gynecological follow-up, to diagnose gestation or for Caslick's/stitching. In that case, the Stud shall not be liable for wilful negligence or any serious error.

The Owner authorizes the Stud to contact on its behalf and to incur any expenditures necessary to look after the horses entrusted (vet, farrier, transport and any incidental expenses). The Owner will receive a monthly invoice payable within 15 days.

The Owner and/or his judicial representative declares having the knowledge appropriate about breeding, covering and generally speaking all the activities developed by the Stud who is committed to give the horses entrusted all the best cares as a good parent.

This present agreement was initiated to rule out in advance any disagreement between the Stud and the Owner.

The Agreement is entered into for an indefinite period and will apply and extend systematically to all the horses entrusted by the Owner to the Stud. Each of the parties having the possibility to denounce this agreement at any time by sending a registered letter with receipt confirmation with 2 days' notification, the postal mark being proof of date.

AT CASTELLA, ON THE.....

The signature must be preceded by the following in the signatory's own handwriting: «Read and approved. Good for agreement».

THE HORSE' OWNER

EARL HARAS DE THOUARS 'STUD