

**BOARD AND TRAINING AGREEMENT  
FOR  
J&B TRAINING CENTER, LLC**

**STABLE:**

**J&B TRAINING CENTER, LLC**  
**35920 East Lake Seneca Road**  
**Eustis, FL 32736**  
**Phone: (407) 341-2826**  
**Email: [jandbtrainingcenter@gmail.com](mailto:jandbtrainingcenter@gmail.com)**

**OWNER:**

**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY, STATE:** \_\_\_\_\_  
**PHONE:** (\_\_\_\_) \_\_\_\_\_  
**ALTERNATE PHONE:** (\_\_\_\_) \_\_\_\_\_  
**Email:** \_\_\_\_\_@\_\_\_\_\_  
**LOCAL/SEASONAL ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**RENTAL FEE:** \$ \_\_\_\_\_ **per stall, per month**  
**NUMBER OF STALLS:** \_\_\_\_\_  
**TOTAL MONTHLY RENTAL FEE:** \$ \_\_\_\_\_

This Board and Training Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between J&B TRAINING CENTER, LLC, a Florida limited liability company ("STABLE") and \_\_\_\_\_ ("OWNER") of the horse(s) described in below for the lease of a stall or stalls at the equestrian facility located at 35920 East Lake Seneca Road, Eustis, FL 32736 (the "Premises"):

Whereas, STABLE is in the business of boarding and training horses and instructing students to ride horses in the discipline of dressage; and

Whereas, OWNER desires to engage STABLE as OWNER's riding instructor, and/or as the trainer for OWNER's horse(s), and to board OWNER's horse(s) at the Premises for this purpose; and

Whereas, STABLE agrees to accept OWNER and OWNER's horse(s) to instruct and train, on the terms, conditions, rules and regulations set forth herein, which STABLE and OWNER expressly agree to by their execution of this Agreement; and

Whereas, the Premises is a private facility which is not open to the public and consists of approximately 15 acres with the following improvements located thereon (a) an equestrian barn which includes 8 stalls each with its own turn-out paddock, wash stalls, cross ties for tacking up, tack room, feed room, hay room, and bath room/laundry utility room; (b) an outdoor dressage arena; (c) turn-out paddocks; (d) round pen; (e) barn assistant residence, and (f) parking area as designated by STABLE; and

Now therefore, for and in consideration of the above recitals and the mutual covenants and agreements contained in this Agreement, STABLE and OWNER agree as follows:

1. TERM OF LEASE: For the purpose of this Agreement, the term of STABLE's lease of a stall or stalls to OWNER shall commence on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date") and shall terminate on \_\_\_\_\_, 20\_\_\_\_, or on the last day of the 10 day period determined by the termination notice described in paragraph 3.C. below (the "Termination Date"), or unless sooner terminated in accordance with the terms of this Agreement (the "Term").

2. STALL RENTAL FEE; SALES TAX:

A. Amount of Rental Fee and Number of Stalls: In consideration of the sum of \$ \_\_\_\_\_ USD per month per stall (the "Rental Fee"), paid by OWNER to STABLE as provided herein, STABLE agrees to lease to OWNER, and Owner agrees to lease from STABLE, \_\_\_\_\_ stall(s), one for each horse described below and on the Addendum attached hereto.

B. Payment of Rental Fee and Additional Charges:

(i) OWNER shall pay the Rental Fee to STABLE in advance on the 1<sup>st</sup> day of each consecutive month during the Term (the "Due Date"). In the event the Term commences on a date other than the first day of the month, the Rental fee for the first month of the Term of this Agreement shall be prorated based on a 30 day period, i.e., \$ \_\_\_\_\_ per day. There is no grace period.

(ii) OWNER shall pay the Rental Fee to STABLE at 35920 East Lake Seneca Road, Eustis, FL 32736, in the form of cash (with receipt therefore), check subject to clearance, cashier's check, or money order. In the event of a returned check a fee of \$35.00 will be charged to OWNER. Accounts not settled within three (3) days from the Due Date will be charged a late fee of twenty dollars \$20.00 and after ten (10) days will begin to accrue interest at a rate of six percent (6.00%) per annum for each month payment is late. Non-payment of Rental Fees when due will constitute a default of this Agreement by OWNER.

C. Invoices: STABLE shall send invoices to OWNER via email on a monthly basis.

D. Sales Tax: It is contemplated that OWNER's lease of stalls constitutes an agricultural use and that it is not residential or commercial in nature for the purpose of Florida sales tax. In the event that Florida sales tax is ever determined to be due on the Rental Fee, then STABLE shall provide OWNER with a statement of the amount due and OWNER shall pay same to STABLE within five (5) days of the date of the notice.

3. DESCRIPTION OF OWNER'S HORSE(S): (  ) Check if more than one (1) horse is to be boarded and trained by STABLE and use Addendum for description of identifying additional horses.

HORSE'S NAME: \_\_\_\_\_ DOB/AGE: \_\_\_\_\_ SEX: \_\_\_\_\_  
COLOR: \_\_\_\_\_ BREED: \_\_\_\_\_ REG #: \_\_\_\_\_  
HEIGHT: \_\_\_\_\_ Hands BRANDS: \_\_\_\_\_ OTHER: \_\_\_\_\_  
CONDITION AT TIME OF ARRIVAL: \_\_\_\_\_  
VALUE OF HORSE AT TIME OF ARRIVAL: \$ \_\_\_\_\_

(  ) Attach current copy of proof of negative Coggins test. OWNER shall at all times during the Term provide updated Coggins certificates and medical information for OWNER's horse(s).

OWNER represents that the following disclosure is true and accurate of any unusual tendencies, vices or habits that OWNER has personally known this horse to exhibit (such as cribbing, weaving, aggressive behavior in particular circumstances, biting, kicking, rearing, bucking, trouble loading in trailer or standing for farrier, etc.). Please be honest and detailed. If you think it may be a problem, list it. If you are not sure, list it. We do not want to find out about it later!!:  None OR \_\_\_\_\_.

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4. OWNER'S REPRESENTATIONS: OWNER represents and warrants to STABLE that:

A. OWNER is the lawful owner of the horse(s) and that OWNER's title to any such horse is not subject to any lien, encumbrance or other interest; and

B. OWNER has the capacity to enter into and to perform all terms and conditions contained in this Agreement.

C. OWNER's horse(s) is/are healthy and sound, and shall be healthy and sound at the time OWNER transports the horse(s) to the Premises. OWNER shall take and provide to STABLE a video of the horse(s) on a lunge line at the walk, trot and canter on a circle and in both directions immediately prior to the horse(s) being transported to the Premises, which will document the soundness of the horse(s) and serve as proof to the transporter that the horse(s) was/were sound upon its acceptance of possession of the horse(s) in the unfortunate event that the horse(s) is/are injured or damaged during transport.

D. While OWNER has owned the horse(s), the horse(s) has/have had the following surgical procedure(s) or medical treatment(s) to treat an incidence of (name each horse if applicable)

\_\_\_\_\_ **OR**  None.

E. Prior to OWNER's ownership of the horse(s), to the best of OWNER's knowledge, the horse(s) (name each horse as applicable)  \_\_\_\_\_ has/have not had any surgical/medical procedures or treatments **OR**  \_\_\_\_\_ had a procedure to treat an incidence of \_\_\_\_\_.

F. OWNER represents that the following disclosure is true and accurate of any unusual tendencies, vices or habits that OWNER has personally known the horse(s) to exhibit (such as cribbing, weaving, aggressive behavior in particular circumstances, biting, kicking, rearing, bucking, trouble loading in trailer or standing for farrier, etc.). Please be honest and detailed. If you think it may be a problem, list it. If you are not sure, list it. We do not want to find out about it later!!:  None **OR** \_\_\_\_\_.

5. TERMINATION: Notwithstanding anything contained herein to the contrary, either STABLE or OWNER may terminate this Agreement with or without cause, or upon default by OWNER, by the provision of written notice to the other no less than thirty (30) days in advance of the proposed termination date. In the event of any early termination of this Agreement by OWNER and in the event of any termination of this Agreement by STABLE due to OWNER's default hereunder, there shall be no proration of any Rental Fee paid by OWNER. In the event STABLE terminates this Agreement for any reason or no reason and OWNER is not in default of OWNER's obligations hereunder, then any Rental Fee shall be prorated based on a 30 period, i.e., \$ \_\_\_\_\_ per day.

6. SECURITY DEPOSIT: OWNER shall, upon execution of this Agreement and prior to OWNER taking possession of the stall(s) being leased hereunder, pay to STABLE a deposit in the amount of \$ \_\_\_\_\_ USD (the "Deposit"), which shall be held by STABLE during the Term, subject to the provisions of this Agreement allowing STABLE's disbursement of the Deposit. The purpose of the Deposit is to (a) compensate STABLE for any damage done to the leased stall(s) or any improvement or fixture on the Premises (such as fencing, wash stalls, dressage arena, etc.) that is caused by OWNER or the horse(s) described herein that requires repair or replacement; (b) compensate STABLE for any Rental Fee that has not been paid by the Due Date; and/or (c) partially compensate STABLE for any unilateral early termination of this Agreement by OWNER without STABLE's prior written agreement, with OWNER hereby agreeing

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that OWNER so forfeits the Deposit. In either such event in (a) or (b), STABLE shall be entitled to apply all or any portion of the Deposit to the cost of necessary repair or replacement of unpaid Rental Fee and OWNER shall provide STABLE with the amount so expended so that the Deposit is always \$ \_\_\_\_\_USD. OWNER agrees and acknowledges that OWNER's lease of stalls constitutes an agricultural use and that it is not residential or commercial in nature. Provided that OWNER is not in default hereunder, STABLE shall return the Deposit or any unapplied portion thereof to OWNER upon OWNER vacating the leased stall(s) at the expiration of the Term and STABLE's inspection thereof to assure that OWNER has complied with the terms of this Agreement and the rules and regulations posted by STABLE.

7. CARE, TRAINING AND INSTRUCTION:

A. Care, Services and Equipment. In consideration of the Rental Fee, STABLE offers to OWNER stall cleaning at least once per day, stall bedding, feed (grain and hay), bathing, turn-out (if applicable on a case by case basis), water, blanketing, all of which shall be provided in such manner as deemed reasonable by STABLE in STABLE's sole discretion. OWNER shall groom and tack OWNER's own horse; provided, however, that STABLE offers grooming and tack up service in exchange for the fee provided on **STABLE'S FEE SCHEDULE** which is attached hereto as **Exhibit "A"**. OWNER acknowledges and agrees that vaccinations, worming, Coggins testing, dental care, farrier services, and other services for the horse(s) described herein shall be scheduled and paid for solely the OWNER. OWNER shall also be solely responsible for providing to STABLE, at OWNER's sole cost and expense, any and all supplements, medications, saddle, bridle(s), bits, saddle pads, protective boots, leg wraps, bandages, halters, sheets and blankets, grooming equipment, fly spray, and other incidentals that may be required by STABLE for the horse(s) described herein.

B. Instruction, Training, Riding, Show Fees, Etc.: OWNER agrees to pay STABLE, upon receipt of STABLE's monthly invoice therefor, such fees for instruction, training, riding, showing, and other services, etc. for OWNER's horse(s) as provided on **STABLE'S FEE SCHEDULE** which is attached hereto as **Exhibit "A"**. STABLE will develop, in STABLE's discretion, an individual training and lesson program for OWNER and OWNER's horse(s) on a case by case basis, which will be flexible and will evolve as training progresses. Generally, training will include approximately 20 training sessions and/or lessons each month. OWNER's horse(s) will be ridden by either STABLE's principal, Jennifer Duvall Naylor, or by an assistant or working student in accordance with Jennifer Duvall Naylor's direction. Each training session or lesson may be slightly shorter or longer based on the content of the training or instruction appropriate to OWNER and/or OWNER's horse(s) on any particular day, as well as OWNER's and/or OWNER's horse(s)' abilities as demonstrated on the day of the training session or lesson. STABLE shall have no obligation to instruct OWNER or train OWNER's horse(s) unless all outstanding invoices are paid when due as provided in this Agreement.

C. Showing. In the event either OWNER or Jennifer Duvall Naylor or an assistant trainer or working student shows OWNER's horse(s), then OWNER shall be solely responsible for payment, in advance, of all costs incident thereto, including but not limited to, entry fees, show administration, office and drug fees, stall fees at show venue, show coaching, lessons at show, full board care at show venue, costs of braiding and cost of transport to and from show venues, all as may be listed on **STABLE'S FEE SCHEDULE** which is attached hereto as **Exhibit "A"** or as may be amended or updated by STABLE from time to time. Any such costs and fees that may be due to STABLE shall be included in an invoice by STABLE to OWNER, and shall be paid by OWNER to STABLE in advance of the show.

8. USE OF THE PREMISES: The Premises will be available for use by OWNER and OWNER's family members, guests, employees, independent contractors and other invitees as provided herein:

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A. During the hours of 7:30 AM to 8 PM, except on \_\_\_\_\_ when the Premises will be closed, or as may otherwise be posted by STABLE.

B. This Agreement pertains to (a) the exclusive use of the stall(s) leased by OWNER hereunder (which stall(s) shall be assigned by STABLE in STABLE's sole discretion); (b) the non-exclusive use of the arena, common areas in the barn, water closet and the tack room (with OWNER being permitted the use of one saddle rack, one bridle rack and space for one tack trunk); and (c) the non-exclusive use of the parking area designated by STABLE for OWNER's car or truck. OWNER may not park other vehicles or trailers on the Premises without STABLE's prior approval. STABLE may, in STABLE's sole discretion, offer limited horse trailer parking on the Premises in exchange for a monthly fee as provided on **STABLE'S FEE SCHEDULE** which is attached hereto as **Exhibit "A"**.

C. The use of the barn assistant's residence, feed room, hay room, and laundry machinery are not included in this Agreement. In the event STABLE agrees to launder OWNER's saddle pads and polo wraps in exchange for the extra charges set forth on **STABLE'S FEE SCHEDULE** which is attached hereto as **Exhibit "A"**, then STABLE shall designate an area for OWNER to leave saddle pads and polo wraps for STABLE to launder.

D. OWNER shall not be permitted to use the turn-out paddocks on the Premises for OWNER's horse(s), as STABLE has sole control over the use thereof and the turn-out schedule for OWNER's horse(s), including whether or not OWNER's horse(s) should be turned out.

E. OWNER and OWNER's family members, guests, employees, independent contractors and other invitees shall access the Premises using only the separate gated entrance, shall only park in the designated parking area(s) and shall not obstruct any area used for ingress and egress to any other part of Premises. STABLE shall provide OWNER with a code for access to said gated entrance. OWNER shall not provide the access code to anyone other than OWNER's family members, guests, employees, independent contractors and other invitees.

F. The tack room door will be locked whenever the Premises is closed as per the hours posted by STABLE.

G. OWNER shall comply with and abide by all rules and regulations that STABLE may post at the Premises. OWNER shall assure that OWNER's family members, guests, employees, independent contractors and other invitees shall also comply with and abide by STABLE's rules and regulations.

H. OWNER shall leave the wash stalls, tack room, barn aisle adjacent to OWNER's stall(s), and common areas used by OWNER and OWNER's family members, guests, employees, independent contractors and other invitees in broom clean condition following the respective use thereof by OWNER and OWNER's family members, guests, employees, independent contractors and other invitees, including the removal and proper disposal of manure produced by OWNER's horse(s). OWNER shall be responsible to dispose of all trash, rubbish and garbage in the bins, receptacles and/or areas and manner as designated by STABLE.

I. OWNER shall, at OWNER's own cost and expense, promptly comply with all applicable governmental statutes, ordinances, rules, regulations, orders and restrictive covenants in effect during the Term.

J. OWNER shall not use or permit the use of the Premises by OWNER's family members, guests, employees, independent contractors and other invitees in any manner that will tend to create waste or a nuisance, or which shall tend to unreasonably disturb STABLE or other Owners and persons on the Premises. OWNER shall maintain a businesslike relationship with the other Owners and STABLE.

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K. OWNER shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable or permit the OWNER's stall(s) or any part of the Premises to be used for any purpose which would render the insurance on the Premises void or cause an increase in the premiums for such insurance or make the insurance risk more hazardous.

9. STABLE'S LIABILITY RELEASES: OWNER shall execute, and shall have each and every of OWNER's family members, guests, employees, veterinarians, farriers, independent contractors and other invitees execute STABLE's Liability Release as soon as they come on to the Premises, regardless of whether such persons ride or do not ride. STABLE shall maintain copies of STABLE's Liability Releases on the Premises for OWNER's use in this regard.

10. STABLE'S DOG POLICY: OWNER agrees that under no circumstance shall dogs ever be permitted on the Premises. Should OWNER breach this Agreement and bring any dog(s) on to the Premises, OWNER agrees to hold STABLE harmless from any damage, injury, or claim caused by any dog(s) that OWNER brings onto the Premises and agrees to indemnify STABLE for all liability, claims, demands or damages and costs for or arising from damage or injury caused by such dog(s), including payment of any medical expenses and legal fees and costs incurred by STABLE in defense of any claim resulting from damage or injury caused by such dog(s) at all pre-trial, trial and appellate levels of proceeding.

11. HELMETS; SAFETY EQUIPMENT; RULES AND REGULATIONS: OWNER shall, at all times while mounted on any horse on the Premises, wear protective head gear, i.e., a helmet that is ASTM/ SEI certified, and shall insist that OWNER's family members, guests, agents, employees, independent contractors and other invitees do so when mounted on any horse on the Premises. OWNER shall, at all times on the Premises, wear shoes or other footwear that have a closed toe and back or boots, and shall insist that OWNER's family members, guests, agents, employees, independent contractors and other invitees also wear such shoes or boots when on the Premises. Should OWNER or OWNER's family members, guests, agents, employees, independent contractors and other invitees fail to comply with any of these requirements, they do so at their sole risk and acknowledge that STABLE is not responsible for enforcing these requirements. OWNER shall be solely responsible for any injury suffered by OWNER or OWNER's family members, guests, agents, employees, independent contractors and other invitees as a result of their failure to comply with these requirements.

12. RISK OF LOSS: OWNER assumes all risk of loss for any and all of OWNER's personal property that OWNER may bring on to the Premises, including but not limited to the horse(s) described herein, vehicles, trailers, equipment, clothing, supplements, medications, tack, tack trunks, etc. OWNER assumes all risk of injury and bodily harm to the horse(s) described herein and to OWNER and OWNER's family members, guests, agents, employees, independent contractors and other invitees while on the Premises.

13. INSURANCE: OWNER is encouraged to maintain, at OWNER's own cost and expense, the appropriate insurance policies for loss, theft, vandalism and damage to OWNER's personal property, and shall indemnify and hold STABLE harmless for any loss, theft, and vandalism thereof, and/or for damage thereto while on the Premises. OWNER is encouraged to maintain, at OWNER's own cost and expense, the appropriate insurance policies for mortality, major medical, loss of use, colic surgery, theft, vandalism and damage to the horse(s) described herein, and shall indemnify and hold STABLE harmless for any loss thereof and/or damage thereto while on the Premises.

14. DAMAGES AND INJURY; INDEMNITY: OWNER shall be financially responsible for any and all damage or injury caused by the horse(s) described herein to the stall(s), barn, common areas, STABLE's property and/or horses, and to any third party, their personal property and/or horses. OWNER agrees to defend, indemnify and hold STABLE harmless from and against any and all losses, damages, liabilities and claims, and all fees costs and expenses of any kind related thereto arising out of or resulting from (a) any damage, injury, or claim caused by the horse(s) described

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herein; (b) all liability, claims, demands or damages and costs for or arising from damage or injury caused by the horse(s) described herein; (c) any act or omission of OWNER and OWNER's family members, guests, agents, employees, independent contractors and other invitees; (d) any inaccuracy or alleged inaccuracy of any representation or warranty made by OWNER in or pursuant to this Agreement; and (e) questions of title to the horse(s) described herein and disputes concerning identity, health, soundness of such horse(s); and in each instance, including payment of any legal fees incurred by STABLE in defense of any claim resulting therefrom at all pre-trial, trial and appellate court levels of proceeding. The representations, warranties, and indemnifications herein shall survive the termination of this Agreement.

15. EMERGENCY CARE; MEDICAL CONSENT: OWNER has provided STABLE with pertinent contact information on the **Emergency Contact Information** and **Medical Consent** sheets that are attached hereto as Exhibits **"B"** and **"C"**, respectively. OWNER shall, at all times during the Term, provide STABLE with updates of any such information. In the event STABLE determines, in STABLE's sole discretion, that emergency veterinary or farrier care or treatment of the horse(s) is necessary, then STABLE will attempt to contact OWNER and OWNER's veterinarian or farrier first, but, in the event OWNER and/or OWNER's veterinarian or farrier are not reached, then STABLE has the authority to secure emergency veterinary and/or farrier care for the horse(s). OWNER shall be solely responsible to pay all costs relating to this care, and for the purpose of this paragraph 15. In the event STABLE determines, in STABLE's sole discretion, that emergency medical care is necessary for OWNER, then STABLE will attempt to contact the emergency contact designated by OWNER first, but, in the event the emergency contact are not reached, then STABLE has the authority to secure emergency care for OWNER. OWNER shall be solely responsible to pay all costs relating to this care, and for the purpose of this paragraph 15, STABLE is authorized as OWNER'S agent to arrange billing to OWNER. Notwithstanding anything contained herein to the contrary, STABLE is not at any time obligated to or responsible for checking on or assessing the condition of the horse(s) or the OWNER, and shall in no event be liable for any sickness, disease, theft, death, or injury suffered by the horse(s) or the OWNER.

16. RIGHT OF STABLEMAN'S LIEN: OWNER agrees that STABLE shall have the right of a stableman's lien on OWNER's horse(s) for any unpaid Rental Fee and for other amounts that may be incurred for care of the horse(s) pursuant to Section 713.65, Florida Statutes, and/or any and all other pertinent laws or statutes, as may be amended from time to time, and shall have the right to retain OWNER's horse(s) until all of OWNER's indebtedness is satisfactorily paid in full and to pursue the sale of the horse(s) to satisfy the amounts due in accordance with Florida law. OWNER shall pay STABLE's reasonable attorney's fees and costs incurred by STABLE's enforcement of the stableman's lien pursuant to Florida law and collection of all sums due by OWNER to STABLE at all pre-trial, trial and appellate court levels of proceeding. In addition to the stableman's lien, OWNER hereby gives, conveys and grants to STABLE a lien against any and all other personal property owned by OWNER that is located on the Premises, and hereby agrees that STABLE may, at STABLE's option, take possession of such property and hold the same subject to this lien until all of OWNER's obligations under this Agreement are satisfied. Said personal property shall include, but not be limited to, horse tack, equipment, personal effects, horse trailers, and golf carts.

17. HOLDING OVER: Upon the termination of the Term of this Agreement, STABLE may contract with others for the occupancy of the stall(s) leased by this Agreement. OWNER acknowledges that any hold over by OWNER may cause damage to STABLE and hereby indemnifies and agrees to hold STABLE harmless from any and all damage, loss, cost or expense, including but not limited to attorneys fees, costs and expenses at all pre-trial, trial and appellate court levels of proceeding, that STABLE may incur as a result of such holding over by OWNER. OWNER shall, upon the Termination Date, remove OWNER's horse(s) from the Premises. Should OWNER fail to remove OWNER's horse(s) from the Premises on or before the Termination Date (a) STABLE may have to evict OWNER and contract to have OWNER's horse(s) removed from the Premises at OWNER's expense and OWNER agrees to pay to STABLE all costs and expenses so incurred by STABLE, and/or (b) for any period of hold over prior to STABLE having OWNER's horse(s) removed from the Premises, OWNER shall pay to STABLE a charge for any hold over at the rate of \$ \_\_\_\_\_ per day, all of which OWNER shall pay to STABLE in full prior to removing OWNER's horse(s) from the Premises.

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Any such hold over and any acceptance of payment for such hold over by STABLE shall not be deemed a waiver of the termination of the Term of this Agreement and shall not limit or waive any rights that STABLE may have to evict OWNER and/or to recover the full amount owed by OWNER to STABLE under this Agreement.

18. ATTORNEY'S FEES: In addition to the obligations expressly provided in this Agreement for the payment of attorney's fees and costs, in the event any dispute between OWNER and STABLE that arises on account of this Agreement results in litigation, then the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party at all trial and appellate court levels of proceeding.

19. ASSIGNMENT: OWNER may not assign this Agreement or sublet or assign any stall(s) without the express written consent of STABLE, which consent may be granted or withheld solely within STABLE's discretion.

20. MISCELLANEOUS:

A. Binding Effect: The terms, provisions, covenants and conditions contained in this Agreement will apply and inure to the benefit of, and be binding upon, STABLE and OWNER and upon their respective heirs, legal representatives, successors and assigns.

B. Captions: The headings and captions contained in this Agreement are for convenience of reference only and do not define, limit or otherwise describe the scope or intent or affect the interpretation of this Agreement or any provision hereof.

C. Entire Agreement: This Agreement contains all agreements between STABLE and OWNER with respect to any matter mentioned herein. No prior written or oral agreements or understandings pertaining to the subject matter of this Agreement shall be effective unless included herein.

D. Time of the Essence: Time is of the essence with respect to the due performance of the terms, covenants and conditions contained in this Agreement.

E. Severability: If any term or provision of this Agreement is to any extent held invalid or unenforceable, the remaining terms and provisions of this Agreement will not be affected thereby, but each term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by applicable law.

F. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

G. Forbearance Not a Waiver: No waiver by STABLE of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. STABLE's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act. The acceptance of any Rental Fee hereunder by STABLE shall not be a waiver of any preceding or subsequent breach by OWNER of any provision hereof, other than the failure of OWNER to pay the particular Rental Fee so accepted, regardless of STABLE's knowledge of such preceding breach at the time of acceptance of such Rental Fee. No receipt or acceptance by STABLE from OWNER of less than the Rental Fee herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated Rental Fee; no endorsement or statement on any check or any letter or other writing accompanying any check or payment of rent to STABLE shall be deemed an accord and satisfaction, and STABLE may accept and negotiate such check or payment without prejudice to STABLE's rights to recover the remaining balance of such unpaid Rental Fee, or pursue any other remedy provided in this Agreement or by applicable law.

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H. Construction; Venue: This Agreement shall be construed and shall be enforced in accordance with the laws of the State of Florida. Any legal action pertaining to this Agreement must be brought in the appropriate court in and for Lake County, Florida.

I. Transfer of Interest in Premises. Nothing in this Agreement is to be deemed to limit or affect the right of STABLE to sell, assign, encumber, transfer, lease or otherwise dispose of any or all of Premises. In the event of any transfer of such title or interest, from and after the date of such transfer, STABLE shall be relieved of all liability as respects STABLE's obligations hereafter; provided, however, that any funds such as the Deposit being held by STABLE in which OWNER has an interest and which has not been applied by STABLE, shall be delivered to STABLE's grantee.

This Agreement was executed by STABLE and OWNER on the respective dates set forth below, with the effective date of this Agreement being the date upon which the last of them signs.

**STABLE:**

**OWNER:**

**J&B TRAINING CENTER, LLC,  
a Florida limited liability company**

**BY:** \_\_\_\_\_  
**Jennifer Duvall Naylor, Its Managing Member**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Dated:** \_\_\_\_\_, 20\_\_\_\_

**Dated:** \_\_\_\_\_, 20\_\_\_\_

ADDENDUM – IDENTIFYING OWNER’S HORSES

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

HORSE’S NAME: \_\_\_\_\_ DOB/AGE: \_\_\_\_\_ SEX: \_\_\_\_\_  
COLOR: \_\_\_\_\_ BREED: \_\_\_\_\_ REG #: \_\_\_\_\_  
HEIGHT: \_\_\_\_\_ BRANDS: \_\_\_\_\_ OTHER: \_\_\_\_\_  
CONDITION AT TIME OF ARRIVAL: \_\_\_\_\_  
VALUE OF HORSE AT TIME OF ARRIVAL: \_\_\_\_\_

( ) Attach current copy of proof of negative Coggins test. OWNER shall at all times during the Term provide updated Coggins certificates and medical information for OWNER’s horse(s).

OWNER represents that the following disclosure is true and accurate of any unusual tendencies, vices or habits that OWNER has personally known the horse to exhibit (such as cribbing, weaving, aggressive behavior in particular circumstances, biting, kicking, rearing, bucking, trouble loading in trailer or standing for farrier, etc.). Please be honest and detailed. If you think it may be a problem, list it. If you are not sure, list it. We do not want to find out about it later!!:  None OR \_\_\_\_\_

HORSE’S NAME: \_\_\_\_\_ DOB/AGE: \_\_\_\_\_ SEX: \_\_\_\_\_  
COLOR: \_\_\_\_\_ BREED: \_\_\_\_\_ REG #: \_\_\_\_\_  
HEIGHT: \_\_\_\_\_ BRANDS: \_\_\_\_\_ OTHER: \_\_\_\_\_  
CONDITION AT TIME OF ARRIVAL: \_\_\_\_\_  
VALUE OF HORSE AT TIME OF ARRIVAL: \_\_\_\_\_

( ) Attach current copy of proof of negative Coggins test. OWNER shall at all times during the Term provide updated Coggins certificates and medical information for OWNER’s horse(s).

OWNER represents that the following disclosure is true and accurate of any unusual tendencies, vices or habits that OWNER has personally known the horse to exhibit (such as cribbing, weaving, aggressive behavior in particular circumstances, biting, kicking, rearing, bucking, trouble loading in trailer or standing for farrier, etc.). Please be honest and detailed. If you think it may be a problem, list it. If you are not sure, list it. We do not want to find out about it later!!:  None OR \_\_\_\_\_

OWNER’s Initials (\_\_\_\_\_)

ADDENDUM – IDENTIFYING OWNER’S HORSES (continued)

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

HORSE’S NAME: \_\_\_\_\_ DOB/AGE: \_\_\_\_\_ SEX: \_\_\_\_\_  
COLOR: \_\_\_\_\_ BREED: \_\_\_\_\_ REG #: \_\_\_\_\_  
HEIGHT: \_\_\_\_\_ BRANDS: \_\_\_\_\_ OTHER: \_\_\_\_\_  
CONDITION AT TIME OF ARRIVAL: \_\_\_\_\_  
VALUE OF HORSE AT TIME OF ARRIVAL: \_\_\_\_\_

( ) Attach current copy of proof of negative Coggins test. OWNER shall at all times during the Term provide updated Coggins certificates and medical information for OWNER’s horse(s).

OWNER represents that the following disclosure is true and accurate of any unusual tendencies, vices or habits that OWNER has personally known the horse to exhibit (such as cribbing, weaving, aggressive behavior in particular circumstances, biting, kicking, rearing, bucking, trouble loading in trailer or standing for farrier, etc.). Please be honest and detailed. If you think it may be a problem, list it. If you are not sure, list it. We do not want to find out about it later!!:  None OR \_\_\_\_\_

HORSE’S NAME: \_\_\_\_\_ DOB/AGE: \_\_\_\_\_ SEX: \_\_\_\_\_  
COLOR: \_\_\_\_\_ BREED: \_\_\_\_\_ REG #: \_\_\_\_\_  
HEIGHT: \_\_\_\_\_ BRANDS: \_\_\_\_\_ OTHER: \_\_\_\_\_  
CONDITION AT TIME OF ARRIVAL: \_\_\_\_\_  
VALUE OF HORSE AT TIME OF ARRIVAL: \_\_\_\_\_

( ) Attach current copy of proof of negative Coggins test. OWNER shall at all times during the Term provide updated Coggins certificates and medical information for OWNER’s horse(s).

OWNER represents that the following disclosure is true and accurate of any unusual tendencies, vices or habits that OWNER has personally known the horse to exhibit (such as cribbing, weaving, aggressive behavior in particular circumstances, biting, kicking, rearing, bucking, trouble loading in trailer or standing for farrier, etc.). Please be honest and detailed. If you think it may be a problem, list it. If you are not sure, list it. We do not want to find out about it later!!:  None OR \_\_\_\_\_

OWNER’s Initials (\_\_\_\_\_)

**Exhibit "A"**  
**STABLE'S FEE SCHEDULE**

**J&B TRAINING CENTER, LLC**  
**Jennifer Duvall Naylor**  
**35920 East Lake Seneca Road**  
**Eustis, FL 32736**  
**Phone: (407) 341-2826**

**Email: [jandbtrainingcenter@gmail.com](mailto:jandbtrainingcenter@gmail.com)**

Instruction, training, riding: \$ \_\_\_\_\_ per month based on the rate of \$ \_\_\_\_\_ per lesson, session or ride four (4) times per week by Jennifer Duvall Naylor or her assistant trainer or working student.

Additional lessons, sessions or rides: \$ \_\_\_\_\_ per lesson, session or ride. (time varies depending on training program as determined by STABLE).

Grooming and Tack Up: \$ \_\_\_\_\_ per ride

Coaching at Horse Shows: \$ \_\_\_\_\_ per 25 minute warm up

Lesson at Horse Shows: \$ \_\_\_\_\_ (time varies depending on training program as determined by STABLE)

Braiding: \$ \_\_\_\_\_

Transportation of Horse(s) to and from Horse Shows or to and from Veterinary Clinic or Clinic Venue: \$ \_\_\_\_\_ per mile

Full Board Care at Show Venue: \$ \_\_\_\_\_

Body clipping: \$ \_\_\_\_\_

Laundry for Horse(s)  
(saddle pads & polo wraps only): \$ \_\_\_\_\_ per horse

Trailer Parking on the Premises: \$ \_\_\_\_\_ per month

NOTE: Show entry fees, administration fees, office fees, drug fees, stall fees at show venue, etc., will be paid solely by OWNER.

OWNER's Initials (\_\_\_\_\_)

**EXHIBIT "B"**

**EMERGENCY CONTACT INFORMATION**

**J&B TRAINING CENTER, LLC**  
**Jennifer Duvall Naylor**  
**35920 East Lake Seneca Road**  
**Eustis, FL 32736**  
**Phone: (407) 341-2826**  
**Email: [jandbtrainingcenter@gmail.com](mailto:jandbtrainingcenter@gmail.com)**

**OWNER:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY, STATE:** \_\_\_\_\_  
**PHONE:** (\_\_\_\_) \_\_\_\_\_  
**ALTERNATE PHONE:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
**Email:** \_\_\_\_\_@\_\_\_\_\_

This emergency contact information is given to J&B TRAINING CENTER, LLC and Jennifer Duvall Naylor by OWNER, in connection with the Board and Training Agreement dated \_\_\_\_\_, 20\_\_ (the "Agreement"), with the authority to act on behalf of OWNER and the HORSE(S) named therein in accordance with the terms of the Agreement.

**VETERINARIAN:**

**Name:** \_\_\_\_\_  
**Affiliated Clinic:** \_\_\_\_\_  
**Telephone Number: Clinic** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **Cell:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
**Address:** \_\_\_\_\_

**FARRIER:**

**Name:** \_\_\_\_\_  
**Telephone Number:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
**Address:** \_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_, 20\_\_

**OWNER's Initials** (\_\_\_\_)

**EXHIBIT "C"**

**MEDICAL RELEASE FOR EMERGENCY CARE AND TREATMENT**

**J&B TRAINING CENTER, LLC**  
**Jennifer Duvall Naylor**  
**35920 East Lake Seneca Road**  
**Eustis, FL 32736**  
**Phone: (407) 341-2826**  
**Email: [jandbtrainingcenter@gmail.com](mailto:jandbtrainingcenter@gmail.com)**

**OWNER:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY, STATE:** \_\_\_\_\_  
**PHONE:** (\_\_\_\_) \_\_\_\_\_  
**ALTERNATE PHONE:** (\_\_\_\_) \_\_\_\_\_  
**Email:** \_\_\_\_\_@\_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_ **Age:** \_\_\_\_\_

If medical care is required for OWNER or OWNER's minor child or children (list name(s) and age(s) \_\_\_\_\_  
in conjunction with any activity at J&B TRAINING CENTER, LLC and other locations, including hacking out on trails or horse show venues, and if informed consent cannot be obtained from the undersigned in a timely manner as determined by J&B TRAINING CENTER, LLC, Jennifer Duvall Naylor, and their agents and employees ("J&B"), in their sole discretion, the undersigned authorizes J&B to use their best efforts to obtain medical care for the undersigned and hereby authorizes such medical care from emergency medical personnel and/or any physician and/or any medical facility that provides medical treatment to the undersigned.

**Emergency Contact:** \_\_\_\_\_ **Relation:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Zip** \_\_\_\_\_  
**Home Phone:** (\_\_\_\_) \_\_\_\_\_ **Work Phone:** (\_\_\_\_) \_\_\_\_\_  
**Cell Phone:** (\_\_\_\_) \_\_\_\_\_  
**Family Physician:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_  
**List all allergies:** \_\_\_\_\_  
**Medical conditions J&B should be aware of:** \_\_\_\_\_  
**Taking the following medications:** \_\_\_\_\_  
**For:** \_\_\_\_\_  
**Medical Insurance Co.** \_\_\_\_\_  
**Policy Number(s): Individual** \_\_\_\_\_ **Group Number** \_\_\_\_\_  
**Relation to Insured:** \_\_\_\_\_  
**Special instructions/requests in case the undersigned is unable to communicate following injury:** \_\_\_\_\_

I HAVE CAREFULLY READ THIS MEDICAL RELEASE AND FULLY UNDERSTAND AND AGREE WITH ITS CONTENTS.

\_\_\_\_\_ **DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OWNER, Parent or Guardian** \_\_\_\_\_ **Witness** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

OWNER's Initials (\_\_\_\_)