

LIVERY AGREEMENT

Sant Climent de Peralta, August 1, 2018

GATHERED TOGETHER

On the one hand, Mrs. Maria Milagro Gisbert Giner, with DNI number 36554056-H, and acting in her capacity as legal representative of the Mercantil Arroba Ganaderia SL, with NIF B-62419536, and located at Finca Mas Mateu nº2, 17113 Sant Climent de Peralta. From now on **THE HORSE RIDING CENTER**.

On the other hand, Mrs. _____ with DNI number _____ and located at _____ . From now on **THE CLIENT**.

Both parties acknowledge that they have sufficient capacity to enter in contract and bind themselves, acting according to the representation conferred upon them.

SET OUT

- I. That **THE CLIENT** is the owner of the animal identified as _____ (from now own **THE ANIMAL**), as stated in the animal's identification passport or similar document (and, if applicable, a copy of the letter of origin attached to this agreement). The data for the communication with **THE CLIENT** are email: _____, telephone: _____, home address: _____, available for any communication.
- II. That **THE CLIENT** knows the status of the equestrian facilities in the **HORSE RIDING CENTER**: status, characteristics, etc. Additionally, he/she has been informed by the **HORSE RIDING CENTER** about the "livery services" that are provided in these facilities; therefore, knowing them he/she is interested in contracting the services described in this document.
- III. That, having reached an agreement, both parties establish the conditions that will be in this contract, according to the following

FACTS

FIRST.- The objective of this agreement is the livery of the **ANIMAL** and basic services described in the fourth pact.

Both parties agree that the services not included in this agreement will not be linked directly or indirectly to the **HORSE RIDING CENTER**. Some of the services, without limitation, are detailed, which in no case correspond to the contents of this agreement: training; lessons; horse shoeing; veterinary; care; treatment; physiotherapist; and other similar, whose procurement will be in the charge of the client, under his/her responsibility.

The **CLIENT** is obligated to watch over the well-being of his/her **ANIMAL**, exonerating the **HORSE RIDING CENTER** from any injury or illness that the animal may suffer, and therefore supervision and control are mandatory. However, in case of injury or illness of the **ANIMAL** and inability to contact the customer, the **HORSE RIDING CENTER** is authorized to hire, on behalf of the client, a veterinarian to assist the animal, and the **CLIENT** must assume the costs that this may entail.

SECOND. - The **CLIENT** will issue the **HORSE**'s equine passport, which will remain in the possession of the **RIDING HORSE CENTER**, until the resolution of this agreement and/or

while the **ANIMAL** is housed at the **HORSE RIDING CENTER**, and the **CLIENT** will assume the costs and obligations of its updates, renewals, etc.

The **CLIENT** declares, under his/her sole responsibility, that during the term of this agreement, the **ANIMAL** will be up to date with veterinary checks and vaccinations, and will be responsible for any eventuality arising from a poor physical-sanitary condition of the **ANIMAL**. Additionally, the **CLIENT** authorizes the **HORSE RIDING CENTER** to carry out the veterinary inspection to prove the physical and sanitary condition of the **ANIMAL** and to obtain the equine passport by the veterinarian(s) designated by the **HORSE RIDING CENTER**, at the **CLIENT**'s expense.

THIRD.- The **CLIENT** is obligated to take out a civil responsibility insurance for material and/or personal damages that the **ANIMAL** may cause during its stay at the **HORSE RIDING CENTER**. The **CLIENT** is obligated to federate the horse, as well as to take out an insurance policy covering the equestrian activity carried out by the horseman/horsewoman, which must also be federated.

FORTH.- The livery and basic services regulated in this document are as follows:

- Basic livery: Consisting of the feeding of the **ANIMAL** as well as the cleaning and making of the "bed" of the **ANIMAL**. The characteristics of the food may be checked at any time by the **CLIENT** in the warehouses of the facilities, so it will be understood that the **CLIENT** agrees if he does not file a written complaint.
- Normal paddock: Service of releasing the animal in a paddock adjacent to the stables daily for 3 hours, a service that the **CLIENT** may cancel at any time if he/she does not consider it appropriate for the **ANIMAL**.
- Use of competition facilities: Preparation areas; indoor track; outdoor track; lunging ring. The **HORSE RIDING CENTER** will in no case be responsible for the activities related to the aforementioned use.

All the prices of the services provided at the **HORSE RIDING CENTER** are in the pricing table. The **HORSE RIDING CENTER** will charge for the livery service and the extras, within the first 5 days of each month, by debiting the current account specified in the attached document. Livery per month in advance and extras per month in arrears.

FIFTH.- It is established that the delay in the payment in the term foreseen for this purpose (first 5 days of each month) will entail a penalty of 30 euros per month.

The **HORSE RIDING CENTER** will have the right to retain the **ANIMAL** that is the object of livery in case of non-payment of the monthly fees, until they are paid. This right of retention will operate for all purposes, including the case that the **CLIENT** would like to take the animal from the **HORSE RIDING CENTER** for any reason (contest, exhibition, public holidays, etc.).

In the case of non-payment of the services rendered equal or more than 3 months, the **HORSE RIDING CENTER** will notify the **CLIENT** at the address he/she has expressed at the beginning of this agreement. He/she will be given the opportunity to pay the total outstanding debt plus additional costs incurred, during the 15 calendar days following the notification or the refusal to receive the notification. Otherwise, in addition to agreeing to pay the expenses generated by the horse, the **CLIENT** will be penalized with 300 euros and authorizes the **HORSE RIDING CENTER** to proceed with the following actions:

- The release of the box that occupies the **ANIMAL**, keeping the **ANIMAL** in a paddock or in the field, and assuming the customer in any case the cost of livery and other charges necessary for the survival of the animal.
- The application of articles 569-3 and following of the Catalan Civil Code and 569-7 and

following, relating to the right of retention and realization of the value of the retained movable property.

SIXTH.- The **CLIENT**, in this act, exempts from any responsibility and expresses waiver of any complaints, motivated by injuries and/or illnesses that may have occurred during the stay of the **ANIMAL** in the premises of the **HORSE RIDING CENTER**.

If in case of an epidemic the veterinary authorities prohibit the departure of the **ANIMAL** from the facilities, all costs of food and medication or any other type will be covered by the **CLIENT**.

SEVENTH.- The **CLIENT** agrees that the horsemen/horsewomen who are minors or beginners will never ride or do any activity with their horses without the surveillance and supervision of a professional, who must be hired by the **CLIENT**, or an adult who will assume any responsibility derived from the activity of the minor.

EIGHT.- This agreement will come into force at the first of the following events: the moment of signing this document or the effective start of the **ANIMAL**'s stay at the **HORSE RIDING CENTER**. During the validity of this agreement, either of the parties can terminate it. The termination of the agreement must be announced at least one month in advance.

Failure to comply with any of the pacts set forth herein will result in automatic termination of the agreement, and the **CLIENT**, if the party fails to comply, undertakes to immediately withdraw the **ANIMAL** from the **HORSE RIDING CENTER**, upon payment of all services rendered until the effective date of departure.

NINTH.- In case of divergences in the interpretation or execution of the agreement, the parties submit, with express waiver of their own jurisdiction, to the competence and jurisdiction of the Courts and Tribunals of the city of Girona. Both parties declare that they understand and accept the conditions referred to in this agreement and, for all appropriate purposes, sign it in the place and on the date indicated in the heading.

THE CLIENT

THE HORSE RIDING CENTER