



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 Stable operator;**
- 2., residing at.....
....., hereinafter, the Owner;**

WHEREAS:

- A. The Stable operator runs a stable at Winterswijk (the Netherlands) at Bataafseweg 8, 7101 PA;
 - B. The Stable operator is a member of the Federation of Dutch Equestrian Sports Centres (FNRS) and conducts his/her business in accordance with the rules and quality standards of the FNRS;
 - C. The Owner owns (a) foal(s) or young horse(s) ("horse"), which he wishes to have stabled by the Stable operator, against payment of a fee to the Stable operator;
 - D. the Owner is authorised to give the horse to the Stable operator in custody;
- 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:

1. Type and object of the agreement

- 1.1 This agreement shall be deemed to be a custody contract.
- 1.2 The Stable operator provides (group) stabling, grazing, feeding, care of the horse at a fee to be paid by the owner to the Stable operator.
- 1.3 The horse(s) given in custody is/are described on the invoice that is sent to the owner every month/quarter.
- 1.4 The care of the horse includes feeding, maintaining its general condition, keeping the (group) Stable clean, providing pasture, hoof care, administering wormers or having them to be administered, as well as the usual supervision. The Stable operator decides at his own discretion on the method of feeding, care, stabling and grazing of the horse.

2. Duration and termination of agreement

- 2.1 This agreement shall be deemed to be a custody contract. The agreement is valid for an indefinite period of time and starts from the moment that the horse is brought by the owner to the farm of the Stable operator
- 2.2 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.
- 2.3 The Stable operator and owner may terminate this agreement with immediate effect if the other party is in default or the horse dies.
- 2.4 Upon termination, the owner must collect the horse no later than by the end date, provided that all (payment) obligations in respect of the Stable operator have been fulfilled.



3. Fees and payment

- 3.1 Please contact the Stable operator for current stabling costs.
- 3.2 The fee does not include the costs of hoof care, vaccinations and veterinary care. These costs are charged separately to the owner.
- 3.3 After one year, the Stable operator may unilaterally increase the fee no more than once a year.
- 3.4 By signing this agreement, the owner pledges the horse to the Stable operator, which accepts the horse as a pledge. The owner vouches for his authority to pledge the horse and declares that the horse is free of restricted rights. In the event that the owner fails to fulfil his obligations in respect of the Stable operator, or in the case of bankruptcy or suspension of payment of the owner, the Stable operator is authorised to sell the horse publicly and to recover what is owed to him from the proceeds. The costs of execution shall be borne by the owner.

4. Delivery of the horse

- 4.1 The owner delivers the horse to the Stable operator in good health and condition, with the corresponding original horse passport. Upon delivery, the Stable operator and owner examine the horse together. If necessary, details will be recorded on photo and film.
- 4.2 The horse passport must always be available with the horse and will be provided to the Stable Operator by the owner. The studbook certificate, if applicable, will also be provided to the Stable operator. The Stable operator will report to the Rijksdienst voor Ondernemend Nederland (Dutch Government Agency for Entrepreneurship) the fact that the horse is normally kept by the Stable operator.

5. Veterinarian and Farrier

- 5.1 The Stable operator will determine at his own discretion whether the horse requires hoof care by a farrier and/or needs medical care or treatment by a veterinarian. Hoof care and veterinary care/treatment will be provided by the farrier and the veterinarian of the Stable operator, unless the owner explicitly indicates at the time of entering into this agreement that another farrier/veterinarian is required. The engagement of a veterinarian will be done by the Stable operator in consultation with the owner.
- 5.2 In the event of an emergency, at the discretion of the Stable operator, the Stable operator is permitted to immediately call in a farrier/veterinarian and have the required care/treatment carried out. The costs of hoof care/veterinary treatment will be charged directly to the owner or will be charged separately to the owner.

6. Stable operator's liability

- 6.1 Subject to the provisions of paragraph 3 of this article, the Stable operator is not liable for theft, accidents, death, illness or damage to the horse.
- 6.2 The Stable operator is not liable for theft, accidents or damage to the owner's property caused on the grounds or in the buildings of Stable operator.
- 6.3 The Stable operator is only liable to the owner in case of intent or gross negligence.
- 6.4 The parties understand that keeping horses is subject to external dangers, such as wild animals, such as the wolf, which the parties cannot influence, partly because existing methods for keeping out the wolf entail direct risks for the responsible keeping of horses. The parties therefore completely exclude any liability of Stable Operator for all consequences and damage, regardless of nature and extent, caused to and by horses given into custody to Stable Operator by wild animals such as, but not limited to, the wolf.



6.5 The liability of the Stable operator is at all times limited to the amount for which the Stable operator is insured, or should reasonably have been insured, and to the amount for which the Stable operator can reasonably be insured with regard to such loss-causing events and for which cover can actually be provided.

7 Owner's liability and insurance

- 7.1 The owner is liable for damage caused to the Stable operator and third parties (including damage to horses of third parties), which is the result of the own behaviour of the horse. The owner shall indemnify the Stable operator for claims of third parties against the Stable operator with regard to such damage, including all costs of any defence.
- 7.2 The owner is responsible for insuring the horse and keeping it insured against fire, theft, illness and other damage. The owner shall also take out third-party liability insurance. This liability insurance shall expressly cover the risk of owning a horse, even if the horse is staying with a third party.

8. Applicable law and choice of court

- 8.1 The text of this Agreement in Dutch shall prevail over any translation thereof in any other language.
- 8.2 Any disputes shall be exclusively settled by the competent court in the district where the Stable operator's business is located.

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

The Stable operator: Wim ten Pas

The owner:

Signature

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