

except that payment for the first month has been paid upon execution of this Agreement.

The fees charged by Juniper hereunder may be amended from time to time by Juniper in its sole discretion by providing Client with thirty (30) day's notice of such change in the fees. Notice may be posted at Juniper's facility which shall constitute notice to Client of the increase in fees hereunder.

In the event the fees are not paid within five (5) days after they are due, Juniper shall have the right to impose a late fee of \$20.00 and shall be entitled to refuse acceptance of any payment unless the late fee is included as part of such payment. In addition, any fee not paid within five (5) days after it is due shall bear interest at the legal rate of fifteen percent (15%) per annum from the due date until paid. In addition, Client acknowledges that Juniper shall be entitled, in addition to any other remedies provided under this Agreement, to obtain a cattleman's lien, or other lien authorized by law. In the event this Agreement commences at any time other than the beginning or end of a month, the fee for such month shall be prorated as of the date of commencement.

4. Health and Hoof Care. Client is solely responsible for the care and maintenance of the horse's hooves and for the horse's health care, including, but not limited to, veterinary bills, medications, and health-related services. Juniper recommends a certain health care regime for the proper care of Client's horse(s), which is attached hereto as Exhibit A. This regime is only recommended by Juniper and Juniper makes no representations or warranties that following this regime will not result in injury or sickness to Client's horse(s).

5. Access to Horses. Client may visit Juniper's facilities and Client's horse(s) boarded thereon during reasonable daylight hours. Additionally, Client and client's guests may ride Client's horse(s) that are subject to this Agreement on Juniper's property during reasonable daytime hours subject to limitations that may be imposed by Juniper in its sole discretion. In no event, however, shall client engage in providing horse riding lessons, or charge others a fee for riding Client's horse(s) without the written consent of Juniper.

As a condition to riding horses on Juniper's property, Client and all of Client's guests must sign a liability waiver. Client shall be responsible for obtaining the waiver from Juniper prior to engaging in such activity. In the event that such liability waiver is not executed by Client and/or Client's guests, Client shall be solely responsible for injury or damage to the Client or the Client's guests, and Client shall defend, indemnify and hold harmless Juniper, and its officers, agents and employees, from any and all liability, claims, demands, or actions for injury or death to Client, Client's guests, or injury to property of the Client or Client's guests, which are in any way connected with activities engaged in by Client or Client's guests other than for the gross negligence or willful misconduct of Juniper.

6. Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue shall be entitled to recover with

respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal. If Juniper takes any action to collect any sums owing under this Agreement, Juniper shall be entitled to recover from Client the costs of such collection (including attorney fees) even though no suit or action is instituted.

7. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in Deschutes County Circuit Court of the State of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.

9. Severability. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

JUNIPER TRAILS HORSE RANCH, LLC

CLIENT:

By: _____

Print
Name _____

Its: _____

Signature _____

Date: _____