

STANDARD BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_made by and between \_\_\_\_\_, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at \_\_\_\_\_ and \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter referred to as 'OWNER'. owner of the hereinafter-described horse (s). These parties warrant that they have the right to enter into this AGREEMENT.

1. Fees, Term and Location

In consideration of \$ \_\_\_\_\_ per horse per month paid by OWNER in advance on the \_\_\_\_\_day of each month, STABLE agrees to board the herein described horse (s) at \_\_\_\_\_ on a month to month basis commencing \_\_\_\_\_, 20\_\_. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

2. Description of Horse (s)

Name: \_\_\_\_\_ AGE: \_\_\_\_\_  
Color: \_\_\_\_\_ Sex: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Registration/Tatoo Number (if applicable): \_\_\_\_\_  
Value of Horse: \$ \_\_\_\_\_

(In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this Section 2, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.)

3. Feed and Facilities

FARM agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animal (s).

Stall \_\_\_\_\_ minimum size stall

Turn-Out \_\_\_\_\_ maximum number of horses pastures or paddock (turn-out) on a daily basis.

Grain \_\_\_\_\_ pounds of grain per day fed \_\_\_\_\_ times per day

Feed Type \_\_\_\_\_ specify feed type if applicable

Hay \_\_\_\_\_ pounds of hay per day fed \_\_\_\_\_ times per day

Hay Type \_\_\_\_\_ specify type if applicable

Shoeing and Worming

STABLE \_\_\_\_\_ will or \_\_\_\_\_ will not agree (s) to provide the necessary shoeing and worming of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon

presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

#### Grooming

STABLE \_\_\_\_\_ shall or \_\_\_\_\_ shall not provide reasonable grooming for said horse (s) fees for which \_\_\_\_\_ shall or \_\_\_\_\_ shall not become part of and be included within the aforesaid fees.

#### Special Instructions to STABLE

Furthermore, it is expressly recognized and understood that the boarding of said horse (s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or its employees, officers, agents and/or family members.

#### 4. Exercise

The OWNER shall be solely responsible for the exercise of the horse (s) and it is expressly understood by OWNER that the horses \_\_\_\_\_ will or \_\_\_\_\_ will not be turned out.

#### 5. Ownership/Coggins Test

OWNER warrants that it owns said horse (s), that there are no liens against said horse (s), express or implied by law, and will provide prior to time of delivery of said horse (s), to STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to STABLE..

#### 6. Risk of Loss

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that FARM does not carry any insurance on any horse s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse( s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER..

#### 7. Hold Harmless

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

## 8. Liability Insurance

OWNER warrants that he presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT, in the following amounts:

\$ \_\_\_\_\_ personal injury, and, \$ \_\_\_\_\_ maximum per accident; and,

\$ \_\_\_\_\_ property damage, and,  
\$ \_\_\_\_\_ maximum per accident.

## 9. Emergency Care

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number

( \_\_\_\_\_ ) \_\_\_\_\_,

Should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

## 10. Stable Rules

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

STABLE Safety Rules;

STABLE Hours of Operation;

Notice of Required Release and Waiver for minors;

Statement of Applicable state equine liability laws;

Required Veterinary care;

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

11. Default

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 11 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

12. Assignment

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

13. Notice of Termination

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

14. Right of Lien

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of \_\_\_\_\_, for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss

15. Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of \_\_\_\_\_.

Executed at \_\_\_\_\_ on the date first set forth above.

"STABLE"

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

"Owner"

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_