

## Horse Boarding Agreement & Liability Release

Between STARS Sporthorses (also called Stable) and Owner (herein called Owner):

### OWNER INFORMATION

Owner's Name \_\_\_\_\_ Birthday (opt) \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone(s) \_\_\_\_\_  
 Email \_\_\_\_\_ Use email for invoices? Yes No  
 Emergency Contact (if you cannot be reached) \_\_\_\_\_  
 Others with permission to access Owner's horse(s) without Owner's presence (must sign Release and Waiver of Liability as a Guest): \_\_\_\_\_

### HORSE INFORMATION

	Horse #1	Horse #2
<b>Name</b>		
<b>Date of Birth/ Age</b>		
<b>General Description</b>		
<b>Sex</b>		
<b>Insurance Company/Phone Number/ Policy #</b>		
<b>Breed and Registration/ Tattoo #</b>		
<b>Last Coggins (copy req'd)</b>		
<b>Last Deworming</b>		
<b>Last Vaccinations</b>	EWTT RF Potomac (optional) Botulism (optional) Strangles West Nile Rabies	EWTT RF Potomac (optional) Botulism (optional) Strangles West Nile Rabies

**MONTHLY BOARDING OPTIONS AND FEES**

(I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

The basic monthly fee depends on your boarding needs as discussed with management. Note that your boarding option can be changed at any time with a written agreement with Stable management.

Please check your choices below: Number of horses to board \_\_\_\_\_

- Full Stall Board: \$600.00/month .....\$ \_\_\_\_\_
  - Pasture Board (self-care): \$350.00/month .....\$ \_\_\_\_\_
  - Premium Pasture Board: \$400.00/month.....\$ \_\_\_\_\_
  - Mare Care/ Lay-up: \$850.00/month .....\$ \_\_\_\_\_
  - Private Turnout: \$75.00/month.....\$ \_\_\_\_\_
  - Overnight Board: \$25.00/day.....\$ \_\_\_\_\_
  - Trailer Parking: \$15.00/month .....\$ \_\_\_\_\_
- TOTAL ..... \$ \_\_\_\_\_

In consideration of \$ \_\_\_\_\_ per month (not including any extra service fees) paid by Owner in advance on or before the 10th of each month, Stable agrees to board the herein described horse(s) on a month to month basis commencing \_\_\_\_\_ 20\_\_\_\_. Any additional fees incurred will be billed on the following month's invoice.

**RIGHT OF LIEN** (I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

Owner understands that a \$15 late fee per month applies to late payments after the 10th of the month, and that Stable has the right, without process of law, to attach a lien to your horse(s) after thirty (30) days of non-payment or partial payment for any amounts due plus late fees, if any, and Stable can then sell the horse(s) and any equipment to recover its loss or retain the horse(s) and equipment until the indebtedness is satisfactorily paid in full. A \$40.00 returned check fee will be charged for all returned checks.

**FEEDING AND MANAGEMENT PRACTICES**

(I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

- Stable agrees to provide full boarders with feed, forage, and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Any supplements must be provided by the owner. Pasture board clients must provide any feed or supplements and will be responsible for all care. (Pasture horses will be charged a per feeding charge of \$15.00/feeding if horse's condition becomes unsatisfactory.) No care of pasture board horses is performed by stable, unless specified. Clients on full board may provide their preferred feed at their own cost.

- Hay is fed according to best management practices for the individual equine. Please do not use additional hay. If your horse requires additional hay, please contact management.
- The horses are checked multiple times per day, and Owner or Emergency Contact is contacted immediately, if possible, if any serious health-related concerns are noticed.
- Salt and water are provided by Stable.
- Daily turnout is available daily or nightly depending on needs. Horses will not be turned out in inclement weather or in wet or other conditions which might be deemed unsafe. If horses are out when sudden inclement weather strikes, Stable will make their best effort to bring the horses in safely. Pasture horses will remain in pastures, unless other arrangements have been made with management.
- Horses will be fly-sprayed, have sunscreen applied, and any gear needed for turnout applied upon owner request for horses on full board. Owner to provide any items needed. Stable not responsible for wear and tear of items.
- Blankets will be changed per owner's request. Only waterproof blankets, UV, or fly sheets to be used in turnout. Horses will not be turned out in stable blankets or coolers. Stable is not responsible for wear and tear of items. Pasture boarders may only blanket their horses if they are on premium pasture board.
- Stalls will be cleaned once daily and bedded as needed. Horses on lay-up or mare care horses will have stalls cleaned twice daily. If your horse has a need for additional bedding, please contact management.
- Owner is responsible for cleaning up after himself/herself. This includes removing manure left by his/her horse and keeping his/her things put away in their designated places and following the other "barn-keeping" rules as noted in the farm rules. A charge of \$5.00 per incident will be applied to your invoice if this becomes a habit.
- No tack trunks or equipment will be stored in barn aisle.
- Please do not drive up through the barn lot gate without permission. Destruction of property by driving to barn when wet will be \$200.00 per incident.

**STANDARD OF CARE** (I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

- All boarded horses must be kept in good health, including regular grooming, hoof care, deworming, vaccinations, and Coggins testing. Owner must provide Stable with a copy of current negative coggins to keep on file.
- Owner agrees that boarded horses will participate in Stable's deworming and immunization programs, as described below. Stable will remind owner of required health care due.
- For the health of the owner's horse(s) and the other horses at Stable, owner must take care of the required care within the time frame given and notify Stable of care given or Stable will automatically assume responsibility for care and will charge owner a service fee for needed care. Also, please note that, if necessary, Stable will take reasonable action to remedy a horse's further neglect, at the owner's expense.

Stable uses the following equine medical professionals, though others are welcome at the farm. We will be happy to schedule your appointments & hold your horse free of charge if you utilize the farm vet/farrier. Holds for vet/farrier will be \$20/horse:

Veterinarians: Crossroads Equine Services (Michael White), 423-883-1426

Farriers: Jason Whittemore, 423-255-2731

Vaccinations: All horses must be vaccinated on Vet Day in the spring and again in the fall, per our veterinarian's recommendation & according to USEF rules. Owner may either have the vet administer the vaccinations or they can be purchased from Stable or own your own. Required vaccinations, per the vet's recommendation, are as follows: EWTT, RF, Strangles, Rabies, and West Nile. Potomac Fever and Botulism are optional vaccines.

Deworming: For Owner's convenience, Stable provides the dewormer each time for horses on full board and will administer to your horse. Please note that we are utilizing fecal egg counts as a method for deworming your horses. There is a \$25 fee per horse for quarterly testing. This will be billed to you directly from the veterinarian that the stable utilizes. Horses will only be dewormed as needed if they are shedders.

Hoof Care: Owner is responsible to schedule a farrier for their horse's hoof needs.

Other Care Stable recommends: Regular dental care and sheath cleaning (geldings/stallions) when the vet comes out in the Spring or Fall.

**EMERGENCY CARE** (I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

If emergency medical treatment is needed (including necessary care due to neglect), Stable will attempt to contact the Owner, but in the event that the Owner is not reached, Stable has the authority to provide care and/or secure emergency veterinary and/or farrier care. The Owner is responsible to pay all costs relating to this care. Stable is authorized as the Owner's agent to arrange billing to the Owner. ***My horse \_\_\_\_ IS \_\_\_\_ IS NOT a surgical candidate. I authorize Stable to obtain emergency treatment in my absence up to the amount of \_\_\_\_\_. Owner will be required to notify insurance company.***

**DAMAGES AND RISK OF LOSS** (I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse(s), Owner or his/her family, guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Stable in defense of such claims. Owner will pay Stable for damages (beyond reasonable wear and tear) to Stable's premises or property, however caused by Owner, Owner's horse(s), or Owner's family, guests, and invitees.

Owner understands and is aware that natural and manmade conditions, including but not limited to weather conditions, water, wild and domestic animals, insects, and the existence of potential hazards in the natural terrain or man-made objects (including but not limited to holes, and other hazards) may potentially cause his/her horse(s) injury and/or death. Owner acknowledges that Owner has inspected the facilities at Stable to his/her satisfaction and finds them sufficient for the well-being of Owner's horse(s). Stable shall not be responsible for any damage, sickness, disease, theft, injury, or death suffered by the Owner, the Owner's horse(s), the Owner's tack and equipment, the Owner's family, guests, or invitees, or any person on or off the premises of Stable, howsoever caused. This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on Stable's premises. Owner fully understands and hereby acknowledges that Stable 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. The Owner agrees to indemnify Stables, its owners, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from all claims arising in respect to this paragraph. All risks are assumed by the Owner. All costs, no matter how catastrophic, connected with boarding are borne by the Owner. Mortality and/or Liability coverage are recommended, but not required by Stable. The horse(s) and all tack and equipment of the Owner and lodged on Stable premises shall be at the sole risk of the Owner, who assumes all responsibility for insuring his/her horse(s), tack and equipment.

**RULES AND REGULATIONS** (I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

The Owner agrees to observe all necessary safety precautions and general rules while on the premises of Stable, including, but not limited to, the posted Farm & Safety Rules. Owner agrees he/she and his/her family, guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his/her guests and invitees according to these Rules. 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 at Stable's sole discretion, of Owner or Owner's guests to abide by Stable's rules may result in Stable declaring Owner in default hereunder and result in termination of this Agreement.

**GUESTS AND FOR-PAY SERVICES**

(I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

The Owner accepts full responsibility for the safety of any person (which includes anyone not on this Agreement, even another boarder, student, or volunteer) he/she invites onto the premises of Stable, whether or not that person handles or rides Owner's horse(s). The Owner is responsible to ensure that all family, guests, and invitees (herein after collectively referred to as "guests") sign a Release and Waiver of Liability and follow all Farm Rules. In the event that such Waiver is not executed by Owner and/or Owner's guests, Owner shall be solely responsible for injury or damage to the Owner or the Owner's guests, and Owner shall defend, indemnify and hold harmless Stable and its officers,

agents and employees, any and all liability, claims, demands, or actions for injury or death to Owner, Owner's guests, or injury to property of the Owner or Owner's guests which are in any way connected with activities engaged in by Owner or Owner's guests.

For the security of Owner's horse(s) and for the safety of all, if Owner chooses to allow another party private access to his/her horse(s) when Owner is not present who is not already noted on this Agreement, Owner must first receive permission from Stable, then provide a written notice of the arrangement to Stable. Owner is not allowed to provide services for pay to anyone (i.e. lessons, pony rides, etc.) without prior written permission from Stable management.

**DAMAGES** (I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

The owner agrees to pay for any damages caused by them or their horses to the property, or to any personal items belonging to stable, owner, employees, agents, assigns. Cost will be \$15/hour plus materials/replacement cost.

**TERMINATION** (I've read and agree to this section. \_\_\_\_\_ Owner's Initials)

The Owner agrees to give Stable thirty (30) days written notice prior to the termination of this Agreement and the removal of the Owner's horse(s). Notice may only be given on the 1st of any month. Any and all outstanding charges must be paid in full by the Owner before the horse(s) may leave Stable. The Owner cannot assign this Agreement unless Stable agrees in writing. Furthermore, Stable reserves the right to terminate this Agreement if Owner defaults on any part of this Agreement. Once the horse(s) have been removed from the property, owner is no longer allowed on property without express permission or presence of manager or any agents thereof.

Stable reserves the right to terminate this boarding agreement as follows:

- If, in the opinion of Stable, the horse is deemed dangerous or undesirable for the Stable, Owner agrees to remove the horse(s) from Stable within seven (7) days of receipt of written notice from Stable. In such case, the Owner shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to Stable in advance to be returned to Owner upon termination of this Agreement.
- Without cause, Owner agrees to remove the horse(s) from Stable within seven (7) days of receipt of written notice from Stable. In such case, the Owner shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to Stable in advance to be returned to Owner upon termination of this Agreement.
- With cause. Actions such as stealing, use of alcohol or narcotics, flagrant damage or destruction of Stable property, slander, defamation, degradation, gossip, flagrant violation of Stable's rules, abuse of animals, physical or verbal abuse of Stable's personnel or other boarders will not be tolerated and will result in immediate expulsion from the premises and

termination of this Agreement. In such case, Owner agrees to remove horse(s) from Stable within seven (7) days of receipt of written notice from Stable of said violation. In such case, Owner agrees that any and all advance fees paid to Stable will be retained as liquidated damages.

**RELEASE OF LIABILITY**

**I, the undersigned Owner, am at least 18 years of age, and agree for myself, my heirs, personal representatives and assigns to release and hold harmless Stable, its owners, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures (herein after collectively referred to as “associates”) from any and all liability, claims, demands, actions and causes of action, and legal liability whatsoever, whether the same be known or unknown, anticipated or unanticipated, due to Stable and/or its associates ordinary or gross negligence; and I do further agree I shall not bring any claims, demands, legal actions and causes of action against Stable and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss by death of the boarded animal(s) and/or sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of Stable, to include being near horses owned by or in the care, custody and control of Stable whether on or off the premises of Stable. I, the Owner, have read and agree to everything in this document, as well as the Release and Waiver of Liability Agreement and the Stable’s Farm & Safety Rules, which I have also signed. I additionally grant Stable permission and all rights to use any photograph, video, or other likeness of Owner and Owner’s horse(s), taken on Stable’s premises or at any Stable activity, in any Stable promotion or marketing effort. This contract is enforceable once owner places horse(s) in the care of the stable and will only be revoked in writing, and is not retroactive.**

Owner’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Management Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_