

Cedar Springs Stables BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20__ made by and between Kathleen Shute (Cedar Springs Stables), herein after referred to as "STABLE", providing services as an independent contractor, located at 334 Skunk Hollow Rd, Conway, AR 72032 and (Horse Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES AND TERMS

In consideration of \$ _____ and/or other consideration:

per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to pasture and board the herein described horse (s) 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.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DURATION

_____ Month to Month. The terms of the boarding agreement is month to month. Either party may terminate the agreement with 30 days written notice with no penalty.

_____ Extended. The terms of the boarding agreement is a _____ month term. Either party may terminate the agreement with 30 days written notice with no penalty.

3. DESCRIPTION OF HORSE(S)

Name:

Age:

Color:

Registration/Tattoo:

Sex:

Breed:

Number *(if applicable)*:

Microchip #:

Insurance Carrier, Policy and phone number *(if applicable)*:

4. FEED AND FACILITIES

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

- Feed – Type: Equine Advantage 12%, supplements to be provided by OWNER. Frequency: Twice daily
_____Feed will be provided by OWNER. Type:_____. Frequency:____once ____twice daily.
- Hay – Provided as needed due to seasonal changes.
- Hoof Care - STABLE will schedule the necessary hoof care of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder. Prior payment must be made or billing agreements must be made directly with the service provider. See SECTION 15 for STABLE's authorized providers.
- Worming – STABLE agrees to administer de-wormer medication every 3 months at the OWNER's expense. The use of de-wormer on a regular basis is required during the agreement.

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.

OWNER has use of arena and pastures for riding, wash stall, tack/feed room for equipment storage and box stall.

5. HEALTH AND VETERINARIAN CARE

STABLE agrees to monitor the general health and condition of the horse and notify the owner if concerns arise. Unless otherwise specified, this will include checking for injuries and observing for signs of disease on a daily to weekly basis.

By signing this Agreement, the OWNER hereby authorizes the STABLE to treat minor injuries and administer medication. Stable will notify the OWNER if injury or disease is detected and will consult with OWNER before calling the veterinarian. OWNER is obligated to pay the expense of any veterinarian services and is required to be present with veterinarian.

6. 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 hoof 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).

7. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required. Proof of tetanus, influenza and sleeping sickness vaccines are required once yearly.

A negative current Coggins test is required for all horses. This must be updated at the OWNER's expense every 12 months. All original Coggins test copies must be provided to STABLE on an annual basis to keep on the premises with the horse.

8. RISK OF LOSS

During the time that the horse (s) is/are in the care 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 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 understands that under Arkansas Law, Act 353, 1995 Arkansas Code Section 16-120-201, 202, a sponsor of an equine-related activity is **not** responsible for injury or death resulting from the inherent risks of equine activities.

9. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury on premises, 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.

GUESTS – OWNER understands that guests may accompany him/her onto the premises of STABLE. Any guest who rides, pets or grooms or in any way handles the horse(s) of OWNER **must** sign a Release and Hold Harmless form **before** beginning the activity. OWNER is responsible for making sure that guests are aware of the Barn Rules and follow them. In the event a guest violates any Rules, the STABLE reserves the right to request a guest leave the premises. OWNER understands that he/she must accompany the guest each time the person comes onto the premises of the STABLE to work with or ride OWNER's horse.

OWNER and any guests are required to sign provided Hold Harmless agreement **before** entering property and engaging in equine activities.

10. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules. OWNER agrees he/she and his/her 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:

See Addendum A

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 Barn 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 the STABLE.

13. SEVERABILITY

In the event any provision or condition of this Agreement is held to be invalid as a matter of law, that provision is severable from the entirety of this Agreement and does not invalidate the entire 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 Arkansas (Arkansas Code Annotated 18-48-101, et seq) 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. SERVICE PROVIDERS

Training is available through NE Horse Training at the STABLE. No outside trainers are allowed to train on the premises of the STABLE unless sanctioned and/or approved by the STABLE. In the event the OWNER wants regular training for the horse, NE Horse Training can provide that service once a separate training agreement has been signed.

NE Horse Training
Elise Nadboralski
501-908-9347
nehorsetraining@gmail.com
www.nehorsetraining.com

Owners Authorized Veterinarian

Name:

Phone:

If owner wishes to use the STABLE's veterinarian, check here _____
(Please contact the vendor for rates and billing arrangements)

Dr Chris Ward
501-679-7387

Owners Authorized Farrier

Name:

Phone:

If owner wishes to use the STABLE's farrier, check here _____
(Please contact the vendor for rates and billing arrangements)

James Luman (Natural Hoof Care)
870-447-6117

16. SPECIAL INSTRUCTIONS TO STABLE

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Arkansas.

Executed on _____.

STABLE

By: _____

OWNER

By: _____

Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone : _____

Evening Phone : _____

Cell Phone : _____

Addendum A

Cedar Springs Stables Barn Rules

1. Clean up after your horse in the barn, stalls, paddocks, arena and outside pasture fences.
 - a) RED muck buckets are for WET shavings ONLY.
 - b) GREEN muck buckets are for poop, etc.
2. Rinse wash stall when finished washing your horse.
3. Close all gates, doors, etc.
4. Helmets must be worn by all riders 18 years and younger.
5. Turn off the lights if you are the last to leave the barn.
6. Treat all animals with same respect you want for your horse.
7. Turn off water at main aisle spigot after use.
8. Do not borrow equipment without asking.