

BOARDING AGREEMENT



DATE: _____

OWNER'S NAME(s): _____

OWNER'S ADDRESS: _____

OWNER'S CELL: _____ WORK PHONE: _____

EMERGENCY CONTACT: _____ PHONE: _____

VETERINARIAN: _____ PHONE: _____

FARRIER: _____ PHONE: _____

EQUINE DENTIST: _____ PHONE: _____

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, made by and between, Jennifer Bell, hereinafter referred to as "STABLE", providing boarding services, located at 6565 Lazy Day Lane, Andale, Kansas, and the above referenced Owner(s), hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT, and there are no other parties with legal ownership claims.

1. FEES AND TERMS

Non-refundable cleaning deposit: \$60.00, for pressure washing, disinfecting, and cleaning stall, mats, and buckets upon vacating.

Rent: \$ 450.00 per month paid by OWNER no later than the first day of each month. STABLE agrees to board the herein described horse on a month to month basis commencing on _____. 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 after the fifth day of the month will incur a late fee of \$10.00 per day.

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2. DESCRIPTION OF HORSE(S)

Horse #1: Mare / Gelding (circle one)

Registered Name: _____ Barn Name: _____ Age: _____

Color: _____ Breed: _____

Horse #2: Mare / Gelding (circle one)

Registered Name: _____ Barn Name: _____ Age: _____

Color: _____ Breed: _____

3. FEED AND FACILITIES

STABLE agrees to provide partial care to maintain the health and well-being of OWNER's horse(s):

- One Assigned stall in barn, and one shared stall in barn
- STABLE will "turn out" horse(s) to paddock with fresh water troughs for a minimum of four hours each day
- STABLE will check on horse(s) at least twice each day
- STABLE will top off fresh water each morning when feeding
- STABLE will set out OWNER-prepared morning feed, hay, and supplements
- STABLE provides adequate space for OWNER's hay and grain feed supplies as well as storage in the tack room for riding equipment.

OWNER agrees to clean stall(s) and attached run(s), and maintain aisle in front of stall(s) each day. If stall and run not mucked each day before 7:00 p.m. , OWNER will do so at the rate of \$30.00 per day, (\$15 per day, per horse), unless other arrangements have been made with STABLE in writing.

OWNER will provide his/her own hay and/or bagged feed for STABLE to set out. Should OWNER not provide feed and/or hay, STABLE will provide up to four flakes per day at the cost of \$20 per day, (\$10 per day per horse) unless other arrangements have been made with STABLE in writing.

5. RISK OF LOSS

During the time that the horse is 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 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.

6. 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.

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7. LIABILITY INSURANCE

OWNER warrants that he/she 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.

8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER at emergency telephone number as follows: _____ should STABLE feel that medical treatment is needed for said horse(s). In the event the STABLE is unable to so reach OWNER, STABLE will attempt to contact OWNER's veterinarian and/or farrier (hereafter known as PROVIDERS). If unable to do so, or if OWNER's preferred PROVIDERS are unable to attend the horse in a reasonable period of time, STABLE will contact STABLE's provider, Temecula Creek Equine Veterinary Services. Veterinarian emergency out of pocket payments should not exceed: \$ _____.

9. 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/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:

1. OWNER, guests, family members, friends, etc., shall sign a Liability Release prior to engaging in any horse-related activities
2. OWNER is responsible for the behavior of and any damage caused by guests, family members, friends, etc.
3. OWNER is expected to pay for damage caused by his or her horse at the time the damage is caused.
4. **ABSOLUTELY NO SMOKING OR "VAPING" AT THE STABLE, DRIVEWAY, PARKING AREA, FRONT OR BACK YARD, IN THE BARN, ON THE COMMUNITY TRAILS OR ARENA, OR AT ANY COMMUNITY OWNED FACILITY AT ANY TIME**
5. Service animals are always allowed and welcome at the STABLE, however, we request that any pets brought to the STABLE be kept inside OWNER's vehicle for the safety of both OWNER's pets, as well as horses, and humans alike

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Updates will be placed in an envelope and posted to OWNER's stall. 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.

10. 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 line item nine (9) 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 fifth 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.

11. ASSIGNMENT

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

12. NOTICE OF TERMINATION

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

13. RIGHT OF LIEN

OWNER is put on notice that STABLE has a right of lien as set forth in the laws of The State of California, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, STABLE will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event STABLE exercises STABLE's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by STABLE's representatives setting forth the material facts of the default and foreclosure as well as STABLE's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses.

14: SAFETY AND RELEASE FROM LIABILITY

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

_____ (INITIAL) HELMETS AND SAFETY GEAR

I understand that it is the recommendation of STABLE to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. **I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. I will ensure that all persons under the age of 18 will wear a safety helmet while riding at the STABLE.**

_____ (INITIAL) HORSES ARE INHERENTLY DANGEROUS

I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that STABLE cannot control the horses it boards, and that I shall release and hold harmless STABLE from any injury arising out of or related to equine activities at STABLE's facilities.

_____ (INITIAL) I AM RESPONSIBLE FOR MY OWN CONDUCT AND THAT OF MY HORSE

I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on STABLE's property.

_____ (INITIAL) RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK

I take full responsibility for myself and for any guest that I may bring onto the property and will not hold STABLE, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

_____ (INITIAL) DEATH OR INJURY TO HORSE

STABLE, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

_____ (INITIAL) HOLD HARMLESS, DEFEND AND INDEMNIFY

OWNER agrees to defend, indemnify, save and hold harmless STABLE and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with OWNER's use of STABLE, presence at STABLE's facilities, Horse's conduct, OWNER's use or access to Horse, or OWNER's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

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_____ (INITIAL) **STABLE'S REMEDIES**

If OWNER breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if OWNER is not sufficiently caring for their own horse, STABLE reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if OWNER fails to do so. OWNER agrees they will be fully responsible for all alternative boarding charges so incurred.

_____ (INITIAL) **AMENDMENTS AND MODIFICATIONS**

The parties may amend this Agreement only by a written agreement executed by all parties.

_____ (INITIAL) **NOTICE TO STABLE**

All notices must be in writing and delivered to STABLE at the following address, in a manner which provides proof of delivery:

Jennifer Bell
Plantation Pandemonium, LLC
6565 Lazy Day Lane
Andale, KS 67001

_____ (INITIAL) **NOTICE TO OWNER**

All notices must be in writing and delivered to OWNER at OWNER's address listed above in this agreement, in a manner which provides proof of delivery.

_____ (INITIAL) **ASSIGNMENT OR TRANSFER**

No party may assign or transfer this Agreement without the prior written consent of the other parties.

_____ (INITIAL) **ENTIRE AGREEMENT**

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

_____ (INITIAL) **COMPREHENSION**

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

15. Enforceability of Contract

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

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

OWNER Signature: _____

Print: _____

STABLE Signature: _____

Jennifer Bell