

## BOARDING STABLE AGREEMENT

**WITNESS THIS AGREEMENT** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between (hereinafter referred to as "Stable") and \_\_\_\_\_ (hereinafter referred to as "Owner").

1. **Fees, Term and Location.** Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within sixty (60) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due in advance on the first of each month. In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the remedies set forth hereinbelow.

A security deposit of \$\_\_\_\_\_ equivalent to the amount of the boarding fee for one (1) month, payable with this Contract, shall: a) be refunded to Owner within thirty (30) days of the date of completion of this Contract, or b) be used to pay the boarding fee for the final month, at the sole discretion of the Stable. The initial monthly charge applicable to the services as set forth below shall be \$\_\_\_\_\_ per month. For any short month the boarding fee shall be prorated for the time period the horse is boarded at the Stable.

2. **Description of Horse(s) to be Boarded.** Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. **Feed, Facilities, and Services.** Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefor are as posted in the office of Stable and are subject to change at Stable's discretion.

4. **Risk of Loss and Standard of Care.** During the time that the horse (s) is/are in custody of stable, stable shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence

on the part of stable, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse(s), Owner, or Owner's guest, may receive on Stable's premises.

The Owner fully understands that the Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

The standard of care applicable to the stable is that of ordinary care of a prudent horse owner and not as a compensated bailee.

In no event shall the stable be held liable to owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose this entire agreement to Owner's insurance company and provide stable with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

5. **Hold Harmless/Indemnification.** Owner agrees to indemnify, hold harmless and defend, to the fullest extent permitted by law, Stable, its directors, officers, employees, agents, administrators, insurers, successors and assigns from and against any and all demands, claims, liabilities, suits, causes of action, judgments, damages, losses, penalties, and/or expenses of any kind or nature whatsoever, including attorneys' fees, arising, directly or indirectly, from or resulting, directly or indirectly, from damage or injury caused by Owner, Owner's horse(s), or a guest(s) of Owner to anyone or anything, however caused and regardless of any actions or omissions of Stable. Owner further agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

6. **Emergency Care.** Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

Stable shall assume that owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless stable is instructed herein or on Owner's information sheets, by Owner that the horse(s) is/are not surgical candidates.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an

emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. **Limitation of Actions.** Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. **Shoeing and Worming.** Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

9. **Ownership-Coggins Test.** Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

10. **Changes or Termination of This Agreement.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

11. **Rules and Regulations.** The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

12. **Right of Lien.** The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, 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 attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

The following section contains a warrant of authority for an attorney to confess judgment against guarantor. In granting this warrant of attorney to confess judgment against owner, owner hereby knowingly, intentionally and voluntarily, and with the opportunity to seek advice of separate counsel for owner, unconditionally, waives any and all right owner has or may have to prior notice and an opportunity for hearing under the respective constitutions and laws of the united state and the commonwealth of Pennsylvania.

13. **Additional Remedies.** Upon the occurrence of a failure, for greater than sixty (60) days, to pay amounts due and owing for the boarding of Owner's horse(s) the Stable shall have access at the Stable's discretion to the following additional remedies upon the following terms:

A. Stable, without notice to Owner, may transfer into its own name any property of the Owner, remaining on the premises of the Stable, to make payment to the Stable of any amounts due on such property;

B. Stable, with ten (10) days prior written notice to Owner and without advertisement or demand or right of redemption (except as shall be required by applicable statute and cannot be waived), may sell, resell, transfer and deliver all or part of the animals for whom unpaid boarding fees remain at public or private sale, for cash or on credit or for future delivery;

C. Stable may exercise any of its rights and remedies provided by the laws of the Commonwealth of Pennsylvania or any other jurisdiction; and

D. Owner authorizes and empowers any attorney of any court of record of Pennsylvania or elsewhere to appear for and confess judgment against it for the amount then outstanding under this agreement, with or without declaration filed, with costs of suit, release of errors, without stay of execution with reasonable attorneys' fees, and does hereby voluntarily agree that any real and personal property belonging to the Owner that remains on the premises of the Stable shall be subject to such judgment and may be sold on a writ and hereby waives and releases all relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter to be enacted. The power to enter judgment against Owner shall not be exhausted by any exercise of the power and shall continue from time to time and at all times until full payment of all amounts due under this agreement. For the purpose of entering judgment this agreement or a copy hereof verified by affidavit shall be a sufficient warranty.

14. **Owner's Payment of Costs and Expenses.** In addition to all other liability of Owner hereunder, Owner shall pay on demand all costs and expenses (including reasonable counsel fees) that may be incurred in the enforcement of this agreement by the Stable.

15. **Property in Storage on Stable's Premises.** Only with the prior written approval from Stable Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at

the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. *No vehicles, horse trailers or other modes of transportation shall be stored upon the premises.*

16. **Assumption of Risk/Release.** Owner acknowledges that: 1) Stable provides no assurance as to the safety of any horse Owner will ride or any other horses upon the Stable's property; 2) Stable will not be monitoring Owner's activities and may not be aware of any injury or danger to Owner; 3) Stable may be operating equipment or otherwise engaging in activities which might startle a horse; 4) riding horses is inherently dangerous; 5) Stable does not have the ability to control a horse nor does Stable have a duty to control horses; 6) these risks can sometimes result in death, physical injury, mental injury, and property damage; 7) there are infinite injuries that can arise in the riding of a horse and not all can be delineated herein; thus, Owner understands and accepts the risk that a horse is an unpredictable and dangerous animal that could lead to any number of serious, or non-serious, bodily or mental injuries, including death, paralysis, broken bones, contusions, illness and injury to internal or external body parts; 8) the terrain on which the horse may run, walk, gallop, or otherwise move will not be smooth and manicured and is potentially ridden with holes, pits, rocks, or other dangerous pitfalls, none of which Stable has any duty to remove or fix -- Owner shall avoid such hazards and assumes the risk of any injury that can arise thereto; and 9) Owner further understands injuries may occur when Owner is considerable distance from medical attention and any type of medical help.

Owner hereby promises that he/she: 1) has read this entire document; 2) understands the document fully; 3) appreciates the risks that are outlined in this document; 4) understands there are other unknown risks that are associated with horseback riding; 4) accepts and assumes legal responsibility for any and all injuries that could arise during the course of contact with a horse or Stable's property; 5) is physically capable of performing activities involved with horse activities; 6) understands that Stable provides no assurance of safety or rescue from injury; 7) acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to Owner and/or members of Owner's family arising out of horse activities, 8) is an experienced and competent Owner with full knowledge of any horse Owner will ride, and 9) will take all appropriate safety precautions and wear all appropriate safety gear.

Owner does for Owner and Owner's successors, assigns, heirs, spouse, children and/or ward, administrators and legal representatives, hereby release, acquit, indemnify, hold harmless and forever discharge Stable for itself and for its representatives, administrators, successors, affiliates, shareholders, members, officers, directors, trustees, board members, agents, assigns, employees and attorneys, and each and all of them (collectively referred to throughout this Agreement as "Stable"), of and from any and all claims, rights, expenses, debts, demands, costs, contracts, liabilities, obligations, actions, losses, damages, injuries, attorneys' fees, expenses, compensation, and causes of action of every nature, known or unknown, foreseen or unforeseen, actual or potential, whether caused by the negligent acts or omissions of Stable and whether in law or in equity, which Owner had, now has or may have in the future which are in any way connected with, arise out of, or may result from, in whole or in part, Owner's riding of a horse or the presence of Owner on Stable's property.

Owner agrees that Owner will not bring any action, suit, claim or request contesting the validity of this general release or attempting to negate, modify or reform this general release, nor will Owner sue Stable and/or its representatives, administrators, successors, affiliates, shareholders, members, officers, directors, trustees, board members, agents, assigns, employees and attorneys, and each and all of them, for any reason arising out of Owner's riding of a horse or presence of Owner on Stable's property.

17. **Entire Agreement.** This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the Commonwealth of Pennsylvania, and shall be enforced and interpreted in accordance with the laws of said Commonwealth without regard to its laws of conflict of laws.

18. **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.

THE UNDERSIGNED OWNER OR GUARDIAN HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT

OWNER (OR AUTHORIZED AGENT)

By: \_\_\_\_\_  
Adult Owner

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

Telephone: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work)

I declare that I am the parent or legal guardian of \_\_\_\_\_, a minor, and am aware that I am signing this Agreement on behalf of said minor. I hereby assume full legal responsibility for all expenses and liability of the above-named Owner and agree to hold Stable and all its representatives, administrators, successors, affiliates, shareholders, members, officers, directors, trustees, board members, agents assigns, employees and attorneys, and each and all of them, harmless from any and all liability for claims on behalf of said Owner and self and authorize the use of appropriate medical treatment for said Owner in the event of injury.

By: \_\_\_\_\_  
Parent or legal guardian

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

Telephone: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work)