

# Boarding Agreement

This AGREEMENT is made & entered into on \_\_\_\_\_ 2011, by & between **PENYSTONE VISTA STABLES, LLC** designated STABLE & \_\_\_\_\_ hereinafter designated HORSE OWNER OR OWNER, who warrants they are legally able to enter into this contract.

1. In consideration of \$350 per horse per month paid by OWNER by the first day of the month. If payment is received after the 5<sup>th</sup> of the month, a \$50 late fee will be assessed to OWNER. STABLE agrees to board the below described horse(s) on a monthly basis.
2. Horse(s) are described as follows:  
Name: \_\_\_\_\_; Age: \_\_\_\_\_; Color: \_\_\_\_\_, Registration/Tattoo: \_\_\_\_\_;  
Sex: \_\_\_\_\_; Breed: \_\_\_\_\_,  
Insurance Carrier & Agent, Policy & Phone Number: \_\_\_\_\_.
3. STABLE agrees to provide the following, in addition to normal & reasonable care & handling to maintain the health & well being of the horse (s): Any special feed (other than 12% sweet feed & whole oats) & supplements will be billed to OWNER with each monthly bill. OWNER & STABLE will determine type & amount of feed for OWNER's horse.
4. VACCINATIONS - upon arrival of horse(s) to STABLE, proof of current negative coggins, current tetanus, 5 way influenza, strangles, rabies, West Nile vaccinations are required from a licensed Veterinarian.
5. 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(s). This includes, not is not limited to, any personal injury or disability the horse may receive while on STABLE's premises. OWNER fully understands & 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 & any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, & that ***all*** risks related 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. OWNER agrees to indemnify & defend STABLE against & hold it harmless from, any & all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the OWNER's, OWNER'S guests/invitees use of or presence upon the STABLE's property & facilities.
7. OWNER agrees to abide by all of STABLE's rules & regulations.
8. STABLE will provide 30 day notice for any increase in boarding fees and / or costs.
9. OWNER is advised, but not required, to carry liability insurance protecting OWNER & STABLE from any & all claim(s) arising out of or relating to this AGREEMENT.
10. EMERGENCY CARE - STABLE agrees to attempt to contact OWNER, at \_\_\_\_\_, 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 & determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care &/or farrier care, & by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health & well-being of said horse(s). The cost of such care secured shall be due & payable by OWNER within five (5) days from the date OWNER receives notice.
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 Stables Rules #7. In the case of a default by one party, the other party shall have the right to recover legal fees & expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due & payable by the 5<sup>th</sup> day of the month & 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. Notice of Termination - OWNER agrees that thirty - (30) days notice shall be given to STABLE as to the termination of this AGREEMENT. No refunds on partial month's board will be given.

13. Right of Lien - OWNER is put on notice that STABLE has & may assert & exercise a right of lien, as provided for by the laws of the State of Indiana for any amount due for the board & keep of horse(s), & also for any storage or other charges due hereunder. OWNER further agrees STABLE shall have the right, without process of law, to attach a lien to your horse(s) after 31 days of non-payment or partial payment of board. STABLE can then sell horse(s) to recover STABLE's loss. Furthermore, OWNER agrees that they will retain 100% ownership interest of their horse while boarding at the STABLE, no assignments, leases, rent-to-own arrangements are permitted.
14. Special Instruction to STABLE: \_\_\_\_\_.
15. Use of professional service providers, such as Veterinarians, Farriers, etc. that do not have a business relationship with STABLE will be required to provide a copy of their Workers Comp & Liability Insurance Policies to STABLE 48 hours prior to being onsite at STABLE to provide professional care to OWNER'S horse. Additionally, an executed "Release of Liability" form will be given to STABLE. All fees associated with these professionals must be paid by OWNER at time of service given. OWNER'S are responsible for clean up, damage or repairs. **No outside Trainers / Riding Instructors are permitted.**
16. This contract is non-assignable & non-transferable & is made & entered into the State of INDIANA & shall be enforced & interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null & void. When the STABLE & Owner & Owner's parent or guardian, if Owner is a minor, sign this contract, it will then be binding on both parties, subject to the above terms & conditions.

Penystone Vista Stables      2011

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Address/Phone Number

**WARNING: UNDER INDIANA STATE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF AN OWNER / PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**