

Green Valley Stables, LLC
BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ made between:

Green Valley Stables LLC, 1590 St HWY 174, Republic, MO 65738 hereinafter referred to as "STABLE"

and **Name:** _____ hereinafter referred to as "OWNER"

These parties warrant that they have the right to enter into this agreement.

1. FEES, TERMS and LOCATION

OWNER acknowledges and accepts those terms set forth in the rate schedule as posted by the STABLE.

In consideration of \$_____ per month plus any and all fees billed or invoiced prior to the first of the month paid by OWNER in advance of the 5th of each month, STABLE agrees to board the herein described horse (name) _____ on a **12-month contract** commencing on _____. Partial month's boarding shall be paid on a pro-rated 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 current month due will be subject to a late fee of \$25.00. Fees received after the fifteenth will be subject to a late fee of \$75.00.

STABLE reserves the right to notify the OWNER within 15 days of the horse's arrival if the horse, in the 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 days of said notice and pay all fees incurred during the horse's presence upon the premises. This contract shall be deemed terminated and concluded upon payment of all fees.

In addition, STABLE shall be entitled to enforce a lien against said horse and OWNER'S property on the premises as further described below. OWNER acknowledges and agrees that OWNER shall be responsible for all costs of repairing or replacing all property of STABLE damaged or destroyed by OWNER'S horse and shall make timely payments as set forth above.

2. DESCRIPTION OF HORSE TO BE BOARDED

Name: _____ Breed: _____

Age: _____ Date of Birth: _____

Color (including distinctive markings): _____

Sex: _____ Registration/Tattoo: _____

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

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3. FEED, FACILITIES, and RULES

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 that OWNER has inspected the facilities and finds them in safe and proper order.

OWNER may ride, train, or work with their horse on or off the STABLE property in accordance with posted barn rules. The OWNER agrees to abide by all the rules and regulations of the STABLE. Such rules and regulations may be changed by the STABLE at any time upon posting in a conspicuous location within the facilities and/or communicating with OWNER.

4. HOOF CARE / SHOEING, VACCINATIONS, and WORMING

Upon arrival of horse to STABLE proof of current rhinopneumonitis (rhino) (within 6 months) and influenza (within 1 year) vaccinations and negative Coggins test (within 1 year) is required.

OWNER agrees to provide the necessary hoof care / shoeing of the horse as is reasonably necessary at OWNER'S expense.

OWNER agrees to provide STABLE with all applicable health records (including proof of vaccinations within the last year) with regard to the horse for medical services incurred while horse is boarded at the STABLE. OWNER agrees to have the horse 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, the STABLE is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of the OWNER and upon presentation of charges, and bill they shall be paid within 15 days from the date the bill is submitted (or as above if included on monthly boarding invoice).

Regular (annual) vaccines required include:

Equine Influenza	Tetanus Toxoid	Strangles (unless waived by a vet)
Rhinopneumonitis	West Nile	

STABLE shall deworm horse on a regular rotation schedule, cost of deworming will be added to board for that month (and/or be built into the price of board) and is the OWNER'S responsibility. If OWNER does not wish for the STABLE to deworm the horse, there must be a prior agreement between the stable OWNER regarding an acceptable arrangement (e.g.: OWNER de-worms the horse themselves, wormer is feed as a supplement, etc.). Deworming instructions of OWNER: by Stable by Owner

5. RISK OF LOSS and STANDARD OF CARE

During the time that the horse is in the custody of STABLE, STABLE shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse except in the event of negligence on the part of the STABLE, its agents, and/or employees. 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 not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for

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which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of STABLE, are to be borne by OWNER. STABLE strongly recommends equine mortality insurance be obtained applicable to the subject horse by the OWNER.

The standard of care applicable to STABLE is that of ordinary care of a prudent horse OWNER and not as a compensated Bailee. In no event shall STABLE be held liable to OWNER for equine death or injury. OWNER agrees to obtain equine insurance for its horse, at OWNER'S expense. OWNER agrees to disclose this entire agreement to OWNER'S insurance company and provide STABLE with the company's name and address. Failure to disclose insurance information shall be at the OWNER'S risk.

6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless and indemnify from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, to include, but not limited to, legal fees and/or expenses incurred by STABLE in defense of such claims. OWNER agrees to disclose any and all hazardous or dangerous propensities of horse boarded with STABLE.

7. 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, 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 farrier 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. The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

STABLE shall assume that the OWNER desires surgical care if recommended by a veterinarian in the event of colic or other life-threatening illness, unless STABLE is instructed by OWNER, that the horse is not a surgical candidate.

OWNER agrees to notify STABLE of any and all changes of address, emergency telephone numbers, itineraries, or other information reasonably necessary to contact OWNER in the event of an emergency. In the even OWNER departs for vacation or is otherwise unavailable, 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.

8. NOTICE, CHANGES, OR TERMINATION of this AGREEMENT

It is agreed by the parties that STABLE may change or terminate this agreement at any time, regardless of the boarding period, and shall provide the OWNER a thirty-day written notice. OWNER shall be solely responsible for removing the horse within 7 days of termination and for all fees incurred during horse's presence upon the premises. This agreement shall be deemed terminated and concluded upon payment of all fees. The posting of updated rate schedule in a conspicuous or open place in STABLE shall

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constitute notice of any and all rate changes or rules and regulation changes as may be deemed appropriate by the STABLE.

OWNER may terminate this agreement upon thirty days prior written notice and payment of all fees incurred during the horse's presence upon the premises. This agreement shall be deemed terminated and concluded upon payment of all fees.

9. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, for any amount due for the board and keep of horse, and also for any storage and services, or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach and retain your horse until the amount of said indebtedness is discharged. However, STABLE will not be obligated to retain and/or maintain the horse in question. In the event the amount of the bill exceeds the anticipated value of the horse, the STABLE may exercise 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.

10. PROPERTY IN STORAGE ON STABLE'S PREMISES

OWNER may store certain agreed upon tack and equipment on the premises of STABLE. 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 shows or clinics.

Vehicles and horse trailers of OWNER stored upon the premises will be subject to a storage cost as agreed between both parties. Vehicles and/or horse trailers will be subject to the same rights of lien laid out above for any delinquent accounts.

11. INHERENT RISKS AND ASSUMPTIONS OF RISKS

The OWNER acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participated in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that many contribute to injury to the percipient of others, such as failing to maintain control over the animal or not acting with such participant's ability.

- OWNER also understands that they and their guests must wear a helmet at all times while riding a horse if under the age of 18.
- Any and all riders other than OWNERS must sign a release of liability prior to riding any horses on property.

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- OWNER also understands that appropriate riding shoes must be worn while riding. To clarify, appropriate riding shoes all have heels. Riding in tennis shoes or any flat soled shoe is not allowed.
- OWNER expressly releases STABLE from any and all claims for personal injury or property damage, even if caused by negligence by STABLE or its representatives, or employees.

Per Missouri Law 537.325.1

WARNING

Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock OWNER, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

Executed on the date first set forth above.

By STABLE (signature): _____

By OWNER or authorized agent (signature): _____

OWNER'S Name: _____

Address: _____

Phone: _____

Email Address: _____

Secondary Contact & Phone: _____