

HORSE BOARDING CONTRACT AND WAIVER

THIS AGREEMENT, dated _____, is made between DaNel Resha, hereinafter referred to as 'STABLE', an independent contractor, and, _____ OWNER of the below described horse, hereinafter referred to an "OWNER". OWNER warrants that he / she owns (or leases) the horse and will provide documentation that the horse is negative for Coggins and is free of disease along with current records of worming and vaccinations in writing, or to have horse immunized within 30 days of this agreement.

A. Fees and Terms:

Monthly Boarding Options:

_____ Pasture Board	\$200 per month
_____ Pasture Board with Stall	\$250 per month
_____ Stall Board with daily turnout:	\$350 per month (private paddock available upon request)

Services included in all boarding rates:

- Daily feeding of horses (one time per day)
- Grain is provided up to ½ lb per 100 lbs of body weight (per bag recommendations).
- Garlic is fed to all horses to help prevent bugs and help to promote the immune system.
- Fastrack Probiotics 1 scoop daily to aid in digestion of grain and prevention of colic.
- Salt and Mineral blocks are provided in each stall and each pasture
- Good quality hay when needed
- Beet Pulp can be fed in addition to grain to help maintain weight (up to 5 cups daily free)
- Feeding of Supplements that are provided to STABLE. (if more than one please purchase from www.SmartPakEquine.com)
- Medicating horse 1 time per day.
- Holding for Farrier.
- Holding for Vet
- Holding for Chiropractor
- Blanketing or un-blanketing horse in wintertime

Additional Boarding Options:

_____ Auto Payment to Credit Card Each Month	\$5.00 monthly
_____ Daily De-wormer	\$25.00 per month (or purchased from www.SmartPakEquine.com)
_____ Farrier and bi-monthly Paste Wormer	\$45.00 per month
_____ Farrier and Daily De-wormer	\$65.00 per month
_____ Grain over included grain	\$0.50 per lb
_____ Additional Scoop Fastrack	\$0.35 per scoop
_____ Additional Beet Pulp	\$0.10 per cup
_____ Twice a day feeding	\$3.00 (if amount of grain fed is more than supplied an additional charge may apply)
_____ Daily hoof picking or spraying hooves	\$0.50 per day
_____ Daily Fly Spraying	\$0.50 per day
_____ Medicating Horse 2 or more times per day	Varies by what needs to be done
_____ Exercising Horse	\$10.00 per day _ time ridden per month
_____ Holding for a service my horse is not getting	\$10.00

Weekly Rates:

_____ Pasture Board w/ Trim & Wormer	\$70.00 weekly
_____ Pasture Board w/ Trim & Daily Wormer	\$75.00 weekly
_____ Pasture Board w/ Stall, Trim & Wormer	\$80.00 weekly
_____ Pasture Board w/ Stall, Trim & Daily Wormer	\$85.00 weekly
_____ Stall Board w/ Trim & Wormer	\$105.00 weekly
_____ Stall Board w/ Trim & Daily Wormer	\$110.00 weekly

This is a month to month agreement at the following rate: \$ _____ per month or week (circle one), paid by OWNER between the 1st and the 5th day of each month, or the 15th thru the 20th day of each month. (circle one) A late fee of \$25.00 will be accrued on the 6th, or 21st of each month if payment has not been made. If the weekly option is chosen then all payments must be made on Saturday with a \$10.00 late fee if not paid by Monday. All board payments are to be paid up front. If for some reason you will be late on your payment please inform STABLE as soon as possible.

This price will be locked in for a period of one year. Under no circumstances shall the horse be removed from the STABLE until the bill is paid in full. The OWNER shall be responsible for paying for all farrier and worming services, at the first of the month that the services are due to be performed (if on of the Farrier and worming packages are picked this will be considered taken care of). STABLE will provide a list of what is due in advance. STABLE agrees to board the below described horse at 8030 Sunset Circle, Murfreesboro, TN 37129.

A daily fee \$15 per day for Pasture Board, \$18 per day for Pasture Board with Stall, and \$20 per day for Stall Board with daily turnout will be used if staying less than one week will be paid by OWNER.

THIRTY DAYS WRITTEN NOTICE IS REQUIRED FOR TERMINATION OF THIS LEASE

Your written notification of termination will not be valid unless your account is current including payment of the final month's board fee.

B. Right of Lien:

- A. STABLE has the right of lien as set forth in the law of the State of Tennessee for the amount due for basic board and any additional options and/or services provided under the terms of this agreement and have the right, without process of law, to retain OWNERS horse until bill is paid in full.
- B. In the event OWNER becomes more than 60 days in arrears in paying bill to STABLE, STABLE has the right, without process of law, to seize OWNERS horse as settlement. If OWNERS horse is seized, OWNER agrees to sign over all registration papers and titles to STABLE without compensation other than settlement of indebtedness.

C. Description of Horse:

Horse's Barn Name: _____ Age: _____
Registered Name: _____ Sex: _____
Breed: _____ Height: _____
Color/ Markings: _____

Registration / Tattoo No.: _____
Insured? _____ Papered? _____ Declared Value: \$ _____

Habits: _____

Condition, Obvious Defects or Special Remarks: _____

Special Medical Instructions: _____

Turn out Information:

Horses are kept outside 24/7 unless the Stall Board option is chosen. If Stall Board is chosen then horse will be turned out for _____ hours per day as requested by OWNER. OWNER can choose that their horse be turned out with the other Stall Pasture Horses or in a Private Paddock. (circle one)

For winter weather STABLE requests that the OWNER provide a blanket. Horse will be blanketed on an as needed basis due to weather.

Please help STABLE determine OWNERS horse needs, so STABLE can maximize their comfort at 8030 Sunset Circle.

Has your horse been out on pasture before? _____ Is your horse injury prone when turned out? _____
Is your horse at risk on pasture (founder/colic)? _____ Have other horses injured your horse? _____
Has your horse ever been out all night? _____ Is your horse aggressive to other horses? _____
Is your horse trained to electric fence? _____

Additional comments:

Has your horse had any health problems we should be aware of?

Any injuries or lameness problems we should be aware of?

Does your horse have any stable vices? (Cribbing horses must wear a Miracle Collar if they show any signs of Cribbing on a regular basis.)

_____ Biting _____ Kicking _____ Other

Is there anything else we should know to about your horse?

Feeding Information:

Board includes quality grass hay in Round bales, Alfalfa hay in will be fed in the evenings during the coldest months of the winter, Nutrena Safechoice Grain, salt-mineral blocks, Garlic, and Fastrack® Microbial Pack Supplement. STABLE will be happy to feed other feeds if suggested by a Vet, in addition they must be provided by OWNER. If more then one supplement to be fed please purchase SmartPak's from www.smartpakequine.com for ease of feeding. In the wintertime we feed hay both morning and evenings with grain being fed once per day.

Hay will be provided by STABLE as needed to maintain horse's weight and condition. Hay is provided year round for Pasture Board, hay is fed in winter months only for horses in Pasture Board with Stall or daily for horses kept in Stall Board. Hay will be fed year round to all horses if Pastures do not hold up to grazing. Pastures are seeded twice a year. STABLE determines horse's diet from their condition and will adjust grain accordingly.

Additional feeds or medications:

D. Standard of Care:

STABLE agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of your horse. STABLE will do all it can do to keep your horse at a good weight. If horse is a hard keeper or worked extensively additional feed may need to be purchased by OWNER. _____ (Initial)

OWNER acknowledges they have inspected the facilities and finds them in safe and proper order. OWNER agrees to reimburse STABLE for repair of any damages caused by OWNERS horse to stalls, fences or equipment because of chewing, kicking, fighting, or otherwise unacceptable behavior. _____ (Initial)

OWNER will remain fully responsible for the health and safety of the horse, and the STABLE specifically disclaims any liability for accidents, illness, acts of God, etc. Only in the event of gross negligence will the STABLE be liable. Any item concerning the care and maintenance of OWNERS horse not specifically addressed in this agreement is OWNERS responsibility. If, in the STABLES opinion, OWNER doesn't maintain their animal (hoof trims, teeth floating, or yearly shots), they will be in breach of this agreement and will be asked to remove their animal from STABLES property.

STABLE will provide exercise for said horse for the fee of \$10.00 per day ridden if requested by OWNER. Should a person other than the OWNER assume responsibility for exercise, such arrangements must be approved by STABLE in advance and a waiver must be signed. OWNER shall provide reasonable grooming, maintenance and care for said horse. _____(Initial)

E. Farrier Information:

STABLE agrees to implement a trimming program consistent with recognized standards with Terry Field a Natural Balance Barefoot Farrier (615-969-3809) whom the STABLE will schedule visits with. OWNER is obligated to leave payment for such services in advance of visit. If Farrier and worming option is chosen then a check will not be needed. Trims are currently \$40 per visit. I am not sure of what the rates are for shoes.

F. Veterinary Information and Emergency Care:

If emergency treatment is needed, STABLE will attempt to contact OWNER with provided phone numbers but in the event OWNER is not reached, STABLE has the authority to secure emergency veterinary and or farrier care. OWNER is responsible to pay all costs relating to this care. STABLE is authorized as OWNERS agent to arrange billing to OWNER. Tennessee Equine Hospital 615-591-1232 is STABLES designated veterinary hospital for routine and emergency veterinary care. STABLE will follow all Vet recommendations for your horse. OWNER can administer medication or authorize STABLE to administer medications &/or treatments. If more than one daily treatment is needed an additional fee may apply. _____ (Initial)

OWNER agrees to have horse treated for the following at OWNERS expense:

- A. Coggins Test. Proof of a negative Coggins test performed on your horse at a minimum of every twelve months. STABLE will keep all yellow copies on file (state requirement).
- B. Worming. STABLE agrees to worm OWNERS horse every 8 weeks with a rotating paste wormer program. Obligation of such expenses shall be the OWNER'S. Daily wormer is available at an additional cost of \$25.00 per month (owner can provide Daily De-wormer thru SmartPak Equine to waive this fee). _____(Initial)
- C. Vaccinations. Eastern/Western Encephalitis, Tetanus, Rhinopneumonitis, Influenza vaccines are required yearly. If OWNERS horse is a routine/regular traveler, vaccinations for rhino and flu viruses are required every six calendar months. (more then 3 trips out per month) STABLE **strongly** encourages OWNER to look into Strangles Nasal, West Nile, and EPM Vaccines for their horse and at least to speak with the Veterinarian about his/her recommendations on these matters. OWNER may use STABLE'S veterinarian or one of their choosing.
- D. Teeth Floating. If OWNERS horse drops excessive grain or if Vet suggests horse needs to be done when they are here for yearly shots, then OWNER will have their horse's teeth floated.

For horse, contact _____ phone # _____
For rider, contact _____ phone # _____
Physician _____ phone # _____
Hospital Preference: _____

Does your horse have medical insurance? _____ If so, company _____
Policy # _____ phone # _____
(Please provide us with a copy.)

Additional comments:

G. Risk of Loss:

During the time that the horse is boarded at STABLE, STABLE shall not be liable for any sickness, disease, 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. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLES premises.

The OWNER fully understands that STABLE does not carry any insurance on any horses or personal belongings not owned by it for boarding or for any other purposes, for which the horse is covered under any 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 is in the possession on the premises of STABLE, are to be borne by the OWNER. OWNER is strongly encouraged **(but not required)**; therefore, to carry reasonable insurance for public liability, accidental injury, theft, mortality insurance not only for your horse but also for any personal property, tack etc. stored on property. _____(Initial)

H. Hold Harmless:

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse and agrees to pay legal fees incurred by STABLE in defense of a claim resulting from damage by said horse.

Termination: Either party may terminate this Agreement given thirty (30) days written notice to the other. In the event of a default, the wronged party has the right to recover reasonable attorneys' fees and court costs resulting from this failure of either party to meet a material term of this Agreement. OWNER cannot assign this Agreement unless STABLE agrees in writing.

I. Inherent Risks and Assumption of Risk:

The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating 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 may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. _____(Initial)

J. 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, such person shall have written authority signed by the OWNER to obtain said horse.

_____ The OWNER agrees there shall be no smoking in the buildings or barnyard, other than smoking in designated smoking areas. (The Preferred Designated Smoking Area is the Front Porch with the Smokers Pot)

_____ The OWNER agrees that OWNERS dogs are not allowed on the premises unless leashed.

_____ The OWNER agrees that upon entering the premises, using the facilities, or using another person's horse, is at their own risk, and the OWNER holds the STABLE harmless, and assumes full responsibility, in the event of any accident or injury to themselves and/or to their guests.

_____ Wear hard hat when riding to safeguard against horse-related injuries.

_____ OWNER is responsible and liable for the conduct of all family members, visitors, minors, instructors, or trainers they bring or invite onto STABLE property. Anyone not in this mentioned contract must sign a waiver before mounting OWNER'S horse.

_____ Minors 12 years old and under who OWNER brings or invites onto STABLE property will be under OWNERS direct supervision or under the direct supervision of an adult designated by OWNER. The STABLE is not responsible for supervising minors.

K. Entire Agreement:

This constitutes the entire agreement between STABLE and OWNER. Any modifications or additions to this agreement must be in writing and signed by both parties. No oral modifications or additions will be considered to be part of this agreement unless reduced to writing and signed by both parties.

Signature _____

Printed Name _____

Address _____

Telephone (____) _____

Cell Phone (____) _____

E-mail _____

WARNING

Except as provided in Tennessee code 44-20-104, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities. Except as provided in Tennessee code 44-20-104, no participant or participant's representative shall make any claim against, maintain an action against, or recover from an equine activity sponsor, an equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.