

# HORSE BOARDING CONTRACT AND WAIVER

THIS AGREEMENT, dated \_\_\_\_\_, is made between DaNel Hicks, 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	\$375 per month
_____ Private Paddock (Dry Lot)	\$400 per month (Once a day feeding)
_____ Private Paddock (Dry Lot)	\$425 per month (Twice a day feeding)
_____ Mini Board	\$100 per month

Services included in all boarding rates:

- Daily feeding of horses (one time per day)
- Up to 3 lbs of grain. Anything above this must be purchased.
- Salt and Mineral blocks are provided in each pasture
- Square Bale hay fed at the rate of 1% to 2% of body weight per day or Round Baled Hay at the rate of 1 per horse in the summer and 2 per horse in the winter.
- Feeding of Supplements that are provided to STABLE. (if more than one please purchase from [www.SmartPakEquine.com](http://www.SmartPakEquine.com) )
- Medicating horse 1 time per day.
- Holding for Farrier, Vet, or Chiropractor
- Blanketing or un-blanketing horse in wintertime.
- Bi-Monthly Paste Wormer
- Farrier Trims (shoes are extra)

### Additional Boarding Options:

_____ Twice a day feeding	\$50.00 per month (if amount of grain fed is more than supplied an additional charge may apply)
_____ Medicating Horse 2 or more times per day	Varies by what needs to be done

This is a month to month agreement at the following rate: \$ \_\_\_\_\_ per month paid by OWNER before the 1st or the 15<sup>th</sup> of each month. A late fee of \$25.00 will be accrued on the 6<sup>th</sup>, or 21st of each month if payment has not been made. 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. (Going to horse shows or trail rides is ok) STABLE agrees to board the below described horse at 8030 Sunset Circle, Murfreesboro, TN 37129.

## **THIRTY DAYS WRITTEN NOTICE IS REQUIRED FOR TERMINATION OF THIS LEASE**

**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. 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. For winter weather STABLE requests that the OWNER provide a blanket. Horse will be blanketed on an as needed basis due to weather. (Usually when it is below 30 degrees or drops 25 degrees in less than a 24 hour period.)

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? \_\_\_\_\_ Is your horse submissive to other horses? \_\_\_\_\_

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 square or round bales, Nutrena Safechoice Grain, Purina's Enrich 32, Purina's 500 and Purina's Equine Senior are available (determined by the horse), 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](http://www.smartpakequine.com) for ease of feeding.

Hay will be provided by STABLE as needed to maintain horse's weight and condition. Hay is provided year round. Pastures are seeded twice a year. STABLE determines horse's diet from their condition and will adjust grain accordingly. If a horse is a hard keeper then additional grain may need to be purchased to maintain your horse's body weight. STABLE uses [www.Feedxl.com](http://www.Feedxl.com) to balance Horse's diet.

Additional feeds or medications I want to be fed to my horse:

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### 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 your horse is a hard keeper or worked extensively additional feed may need to be purchased by OWNER. \_\_\_\_\_  
(Initial) (Please see what is provided with Board Document)

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.

### 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. STABLE provides Farrier Service in the price of board. Any other farriers must be approved on a case by case basis. (we have had bad farriers come here in the past and I do not want that to happen again)

### 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. Daily wormer is available at an additional cost (owner can provide Daily De-wormer thru SmartPak Equine to waive this fee). \_\_\_\_\_ (Initial) (Please see Supplements Available Sheet)
- 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 personal belongings not owned by it for boarding or for any other purposes, OWNER is strongly encouraged (**but not required**); 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.

**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.