

## **BOARDING AGREEMENT**

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ made by and between Fabus Farms, LLC, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 9251 Krouse Road, Ovid, MI 48866 and (BOARDER's name)

\_\_\_\_\_ residing at (BOARDER's address)

\_\_\_\_\_, hereinafter referred to as "BOARDER." These parties warrant that they have the right to enter into this AGREEMENT.

## **WARNING**

**UNDER THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY.**

### **1. FEES, TERMS AND LOCATION**

In consideration of \$650.00 per horse per month paid by BOARDER in advance or on the First day of each month, STABLE agrees to board the herein described horse(s) on a month to month basis commencing \_\_\_\_\_, 20\_\_. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month. Boarding fees include use of barns and arenas during hours of operation (7:00am-11:00pm).

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$25.00. Fees received after the sixteenth will be subject to a late fee of \$50.00.

Holding the horse(s) for veterinarian/farrier/etc. Minimum \$15/visit.

The following may result in additional fees to be determined on a case by case basis:

- Individual turnout or extended/complete stalling.
- Trailer parking.
- The use of lights or fans in the stall.
- Blanketing and removal of blankets.

***The charges above are subject to change at the discretion of STABLE and such changes will take effect after written notice from STABLE to BOARDER.***

### **2. DESCRIPTION OF HORSE(S) Name:**

Age:

Color:

Registration/Tattoo

Sex:

Breed:

Number (if applicable):

Local Veterinarian of Choice:

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

### 3. FEED AND FACILITIES

STABLE agrees to provide adequate feed and facilities for normal and responsible care required to maintain the health and well-being of the Horse. Boarder acknowledges he or she has inspected the pasture/facilities and finds them in safe and proper order.

You may provide different hay, grain, or supplements to suit your individual horse's needs. The stable will feed these (at no extra cost) as directed by you, but it will be your responsibility to purchase and supply these supplemental feeds. There will be no discount on your monthly board for providing supplemental feeds.

### 4. FARRIER, VACCINATION, DEWORMING AND MEDICAL

Boarder agrees to comply with STABLE'S vaccination and deworming schedule for the Horse at Boarder's expense. Boarder is also responsible for any medical/veterinary expenses incurred for the Horse. Boarder agrees to pay veterinary and farrier expenses directly to the veterinarian or farrier. Boarder may use farm farrier, but is not required to. Holding fees may apply.

A negative current Coggins test is required for all horses.

### 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. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. BOARDER fully understands and 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 or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating 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 BOARDER.

### 6. HOLD HARMLESS

BOARDER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, BOARDER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

### 7. EMERGENCY CARE

STABLE agrees to attempt to contact BOARDER, at the following emergency telephone number (\_\_\_\_\_), 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 BOARDER 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 blacksmith 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 (s). The cost of such care secured shall be due and payable by BOARDER within fifteen days from the date BOARDER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the BOARDER.

## 8. STABLE RULES

BOARDER hereby acknowledges receipt and understanding of the current STABLE Rules, which are posted in the barn aisle way at all times. Rules are subject to change at anytime, for any reason. BOARDER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. BOARDER acknowledges the Rules include but are not limited to:

1. No smoking.
2. No outside dogs allowed.
3. Clean up after any messes you make.
4. Only use tack and equipment that belongs to you.
5. Barn hours are 7:00am-11:00pm.
6. It is recommended that riders wear an ASTM/SEI certified helmet.
7. All visitors must complete a waiver of liability.
8. Animal welfare is of upmost importance at all times. If STABLE feels the animal's welfare is being compromised, STABLE reserves the right to terminate the contract at any time.

STABLE may revise these Rules and BOARDER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of BOARDER or BOARDER's guests and invitees to abide by STABLE Rules may result in STABLE declaring BOARDER in default hereunder and result in termination of this AGREEMENT.

## 9. 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 item 9 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place BOARDER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

## 10. NOTICE OF TERMINATION

BOARDER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

## 11. RIGHT OF LIEN

BOARDER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Michigan for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss.

## 12. Special Instructions to STABLE

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THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Michigan. Executed at \_\_\_\_\_ on the date first set forth above.

By: \_\_\_\_\_

BOARDER's Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Preferred method of contact: \_\_\_\_\_