



Horse Boarding Agreement – In Stall Board

8097 Sunshine Trail, Vanderbilt, MI 49795 PH# 989-980-7866

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 2015 made by and between **MAPLE RIDGE STABLES,LLC** hereinafter referred to as “**STABLE**”, providing services as an independent contractor, located at 8097 Sunshine Trail, Vanderbilt, MI 49795 and (Horse Owners Name)

_____, residing at (address)
_____, hereinafter referred to as “**OWNER**”.

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

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ per horse per month – paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse(s) on a month to month basis commencing on _____, 2015. Partial months boarding shall be paid on a pro-rated basis based on the number of days boarded in a standard 30 day month.

LATE FEES - Boarding fees paid between the sixth and fifteenth of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE (S)

Name: _____ Age _____

Color _____ Sex _____

Breed: _____ Registration/Tattoo _____

Insurance Carrier, Policy & Phone Number if Applicable: _____

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Hay is to be fed twice daily, at turn in and turn out in stall.

Run in shelter to be provided from November thru May.

Center Aisle available for grooming

Outdoor arena available with a 10 rider maximum. We reserve the right to limit arena time to accommodate all riders. Arena to be used for riders only. Please use round pen for warm up and training.

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required.

All required vaccinations must be updated yearly and a copy of vaccination record must be provided to STABLE.

A negative current Coggins test is required for all horses arriving from out of state.

Horses at Maple Ridge Stables **must be wormed** on a bi-monthly schedule. This may be done by the OWNER, or can be provided by the STABLE at a minimal charge.

5. RISK OF LOSS

During the time that the horse(s) is/are in the custody of the STABLE, the 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 or owner may receive while on STABLE premises. OWNER fully understands and hereby acknowledges that the 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 the STABLE, are to be borne by the OWNER.

6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse(s), OWNER 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 OWNER, 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 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 blacksmith care, 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 OWNER within 15 days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to OWNER. If direct billing is unavailable, OWNER will reimburse STABLE within 15 days of receiving notice thereof.

8. STABLE RULES

OWNER hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER 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/her guests and invitees according to these Rules, OWNER acknowledges the Rules include but are not limited to:

All riders under 18 **will wear a helmet** when mounted.

Proper footwear and clothing will be worn for the safety of the rider.

When using the various facilities within the STABLE, the OWNER will clean up after and maintain the facilities using tools provided by STABLE. This includes the barn aisle, round pen and outdoor arena, as well as any common areas. The Pavilion Area is Off limits to horses for their safety.

There is **NO SMOKING** in any building at the STABLE. Smoking areas are provided and cigarettes must be field dressed and disposed of in proper containers.

Parking is restricted to designated parking areas.

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined at STABLES sole discretion of OWNER or OWNER's guest and invites to abide by STABLE Rules may result in STABLE declaring OWNER 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 8 Stable Rules. In the case of 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 OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

10. ASSIGNMENTS

This AGREEMENT may **NOT** be assigned without the express written consent of the STABLE.

11. NOTICE OF TERMINATION

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

12. RIGHT OF LIEN

OWNER 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 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.

13. SPECIAL INSTRUCTIONS TO STABLE

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Michigan.

Executed at _____ am/pm on the date first set forth above.

By: _____ Date _____
Representative of Maple Ridge Stables

By: _____ Date _____
Owner

Owner's Name: _____

Address: _____

City: _____ ST: _____ Zip: _____

Day Phone: _____ Evening Phone: _____