

Boarding Agreement

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between Sara Bieda, hereinafter referred to as “Barn Owner or Barn,” and the individual or individuals undersigned, hereinafter referred to as “Owner.”

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Barn Owner, whether said rates are daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Barn reserves the right to notify Owner within thirty (30) days of the horse’s arrival if the horse, in Barn Owner’s opinion, is deemed to be dangerous or undesirable for Barn owner’s establishment. In such case, Owner shall be solely responsible for removing the horse within five (5) days of said notice and for all fees incurred during the horse’s presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first of the month. In the event said payment is overdue by three (3) days, a \$25.00 late fee will be incurred. Additionally, beginning on the fifth (5th) day overdue, a \$5.00 service fee will be incurred for each additional day beyond the three (3) day grace period. Barn owner shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Michigan. The initial monthly charge applicable to the services as set forth below shall be \$400 per month. Any checks returned due to insufficient funds will be subject to a \$40.00 fee.

2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.
3. Feed, Facilities, and Services. Barn owner agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animal(s). Adequate feed would be defined as one (1) scoop of grain and two (2) flakes of hay per horse per feeding. The definition of adequate may be adjusted seasonally or as needed. Any horse that may require more than the standard feed may be subject to additional charges per horse per month that the increased feed

is required. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are subject to change at Barn owner's discretion. If Owner desires to supply a feed other than that provided by the Barn owner, Owner agrees to do so at Owner's expense and will be provided with no deduction in payment.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF, BARN SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S). This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest(s), may receive on Stable's premises.

The Owner fully understands that the Barn does not carry any insurance on any horse(s) not owned by it for boarding or for any other purses, whether 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(s) in the possession of, and on the premises of Barn are to be borne by the Owner. Barn owner strongly recommends equine mortality/liability insurance be obtained applicable to said horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO BARN IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL BARN OWNER BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS AT OWNER'S EXPENSE. OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS, AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. Hold Harmless. Owner agrees to hold Barn owner harmless from any and all claims arising from damage or injury caused by owners horse(s) to any, and defend Barn owner from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Barn.

6. Emergency Care. Barn owner agrees to attempt to contact Owner should Barn feel that medical treatment is needed for said horse(s), but, if Barn is unable to contact Owner, Barn is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Barn is authorized, as Owner's agent, to arrange direct billing to Owner.

BARN SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS BARN IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Barn owner of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Barn as to what part is authorized to make decision in the Owner's place with regard to health, well-being, and/or medical treatment of the horse(s).

7. Limitation of Actions. Any action or claim brought by Owner against Barn for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
8. Shoeing and Worming. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Barn with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Barn within thirty (30) days from the date of such services or veterinary treatment, Barn 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 by Barn of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.
9. Ownership-Coggins Test. Owner warrants that he/she owns the horse(s) and will provide proof satisfactory to the Barn of the negative Coggins test upon arrival of horse.

10. Charges or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice. All notices must be issued in writing unless otherwise agreed upon by the parties.
11. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Barn.
12. Right of Lien. The Owner is put on notice that the Barn has a right of lien as set forth in the laws of the State of Michigan, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s), tack and/or supplies until the amount of said indebtedness is discharged. However, Barn will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Barn exercises Barn's 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. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs and other related expenses for which a minimum charge of \$400.00 will be assessed.
13. Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at additional charge to Owner. However, Barn shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at Barn as same is stored at the Owner's risk. Barn shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$1/day storage cost.
14. 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 equines 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 participants ability.

Owner expressly releases Barn from any and all claims for personal injury or property damage, even if caused by negligence by Barn or its representatives, agents or employees.

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.

- 15. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Michigan, and shall be enforced and interpreted in accordance with the laws of said State.

- 16. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT)

By_____

Address_____

Telephone_____