**SHADOW RIDGE BOARDING AGREEMENT**

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ made by and between Estel “Blackie” Muse , hereinafter referred to as "STABLE", providing services as an independent contractor, located at Shadow Ridge Stables and (Owner’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at (Owner’s address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT. OWNER warrants that it owns said horse (s), and that there are no liens against said horse (s) express or implied by law.

**1. Fees, Terms, and Location**

In consideration of $ \_\_\_\_\_\_\_\_\_\_\_\_ per horse per month paid by OWNER in advance on the \_\_\_\_\_\_\_\_\_day of each month, STABLE agrees to **pasture/stall** board the herein described horse (s) at Shadow Ridge Stables, Pioneer Tennessee on a month to month basis commencing on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. Both the first month and the last month’s boarding fees are due at the signing of this contract. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

* **Stall** rates include both feed and hay. Boarding is provided in a sawdust covered, adequately sized stall, which is cleaned once a week. Exercise provided is free release in a large corral or other enclosed area twice a week.
* **Pasture** rates include hay in winter and when pasture is poor. Boarding is provided in an open field amongst other horses in an area which may be partially or fully enclosed by barbed wire and/or electric fencing.

\*No other grooming materials or services, the provision of tack, etc., or the storage of such are provided for in this contract.

Late Fees: Boarding fees not settled after 15 days of due date will be charged a flat penalty of $15.00. Payments not made within 30 days of due date; will incur an additional late charge of 20% per that month.

Unless specific arrangements are made with the property owner, the shoeing, grooming, exercising, and training of the Horse shall be the sole responsibility of the Boarder. The care provided by the property owner, who agrees to provide normal and reasonable care to maintain the health and well being of said horse. Supplements and vitamins, (if required) are to be supplied by the horse owner. It is expressly recognized and understood that the boarding of said horse (s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or its employees, agents and/or family members.

**2. 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 Tennessee, for any amount due for the board and keep of horse (s), and also for any storage and/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.

**3. Default**

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. 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 immediately in the event of termination. Failure to make any payment by said due date shall place the OWNER in default hereunder. Acceptance by the STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

**4. Description of Horse (s)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Age | Color | Breed |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |

**5. Vaccinations**

Upon arrival of horse to STABLE proof of current tetanus and influenza vaccinations is required. Proof of Tetanus vaccines are required once yearly and influenza twice yearly. A negative current Coggins test is required for all horses and will be provided prior to the time of delivery of said horse (s), to STABLE. The property owner agrees to implement a program of de-worming consistent with recognized standards. The OWNER of said horse is obligated to pay the expenses of such services which are over and above the boarding fee.

**6. Risk of Loss**

The STABLE owner will take all reasonable care to ensure the horse remains free of injury while on the property owner's premises. However, the STABLE is not liable for injuries to the horse or horse owner, guests, and invitees, while on the premises of the STABLE. 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. OWNER 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 OWNER. The Stable owner and/or staff will not be responsible for any lost or stolen articles.

**7. Emergency Care**

STABLE agrees to attempt to contact OWNER, at the following emergency telephone

Number ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, should the STABLE feel that medical treatment is needed for said horse (s). However, that in the event the STABLE is unable to contact the OWNER within a reasonable time (which time shall be judged and determined solely by the STABLE), then the STABLE is then hereby authorized to secure emergency veterinary care and/or Ferrier care if the need arises urgently, by any providers of such care selected by the STABLE. Any decisions made by the STABLE in the absence of the OWNER will be made in the best interests of the horseas determined by the STABLE and recommended by the veterinarian and/or Ferrier.

The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof. The STABLE is authorized to arrange direct billing by the care provider to the OWNER.

**8. Hold Harmless**

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER, guests, and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release the Stable and anyone else (directly or indirectly) connected with the Stable, from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else. The OWNER or guests and invitees must take all reasonable care when on the premises of the property owner, including the wearing of an approved safety helmet when riding said horse.

I further voluntarily agree and warrant to Release and Hold Harmless this Stable from any liability whatsoever, including, but not limited to, any incident caused by or related to said Stable for negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to. If a minor, the person signing this agreement is representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement.

**9. 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 therefore accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

STABLE Safety Rules;

STABLE Hours of Operation;

Notice of Required Release and Waiver for minors;

Required Veterinary care;

The boarder must tidy the property owner's equipment and premises after use.

The boarder will be financially responsible for any and all damages caused by their horse (s) to the stable, other animals, or to the property.

If the horse owner has/requests special shoeing/veterinarian requirements then the property owner must be advised at least 2 days in advance of the visit from same.

**\*\*\*Unnecessary abuse/mistreatment of a horse (s) boarded at the facility as determined by the STABLE can/will be reported to the appropriate authorities, and the animal (s) may be seized or held by the STABLE at their discretion.**

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 in STABLE’s sole discretion, of OWNER or OWNER’s guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

**10. Notice of Termination**

OWNER agrees that thirty (30) days written notice shall be given to STABLE as to the termination of this AGREEMENT. Any shorter notice will cause the forfeit of the one month in advance. The property owner reserves the right to terminate the boarding agreement with one month's notice also.

**11. Agreement**

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

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| **STABLE**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: Estel “Blackie” Muse  Address: 264 Old Wooldridge Pike  Jellico, TN 37847  Telephone #: (423) 784-9201  Cell #: (423) 494-1516 | **OWNER**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Cell #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Information:**

Owner’s veterinarian: (name and number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Ferrier: (name and number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_