



Horse Boarding Contract

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the ____ day of _____, 20__ made by and between KARNER BLUE STABLES, LLC hereinafter referred to as "KBS", located at 1020 Beaumont Rd, Highland, MI 48356 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, KBS agrees to board the herein described horse(s) on a month to month basis commencing on _____, 20__. Partial months boarding shall be paid on a pro-rated basis based on the number of days boarded in a standard 30 day month.

[] This monthly fee includes blanketing, worming, holding for farrier or vet, and arrangement of regular veterinary services. Optionally, this fee also includes 2nd cutting hay and/or more than 6lbs grain per day per the horse's individual needs or at the owner's request.

[] This monthly fee includes a 10' x 20' stall and individual turnout.

[] This monthly fee does not include a stall or bedding and covers pasture board only.

[] This monthly fee excludes boarding services as described in section 3 and includes the use of facilities only as outlined in section 4. OWNER is required to comply by the rules and policies outlined in sections 6 through 15.

LATE FEES - Boarding fees paid between the sixth and fifteenth 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. Bounced checks will incur a \$40 penalty.

2. DESCRIPTION OF HORSE(S)

Horse Barn Name: _____

Horse Show Name: _____

Date of Birth: _____ Color: _____ Sex: _____

Breed: _____ Value (US\$): _____ Insurance: (circle) NO YES

Company: _____ Policy Number: _____

Terms: _____

Relevant Health History, Allergy/Sensitivity: _____

Special Needs/Concerns: _____

Current Feed & Supplements: _____

Persons Authorized to handle your boarded horse outside of KBS staff: _____

3. STANDARD OF CARE

KBS agrees to provide normal and reasonable care to maintain the health and well-being of said horse(s). Standard accommodations include:

- (a) Box Stall, at least 10' x 10'. (10' x 20' available for extra charge)
- (b) Bedding material as per KBS standard.
- (c) Daily turn out in groups of compatible horses, weather permitting. (Individual turnout available for extra charge.)
- (d) Grain ration morning and evening (limited to 6 lbs per day) along with any supplements provided by the OWNER
- (e) 1st cutting hay in stall in evenings and in pasture daily to supplement pasture feeding as appropriate. (2nd cutting hay available for extra charge)
- (i) Fly masks, fly spray, boots, blankets and sheets will be optionally supplied by OWNER. Unless noted above, daily management of these items is the responsibility of the OWNER or can be applied by the KBS for an additional monthly charge.

4. FACILITIES

KBS agrees to provide the following facilities to boarders and non-boarding members:

- (a) Two grooming stalls plus Indoor and outdoor wash stalls.
- (b) Outdoor arena and indoor arena available for daily riding and lunging.
- (c) Use of heated tackroom and observation room.
- (d) Parking for personal vehicles and trailers. (Monthly trailer parking included additional cost).

5. FARRIER SERVICES

KBS will schedule an accredited farrier at regular intervals. Unless noted above, OWNER is responsible for handling their own horse for farrier or can arrange for KBS to handle your horse for an additional charge. OWNER is obligated to pay the expenses of such services. KBS reserves the right to limit farriers' access to KBS. You will be notified in advance when a farrier is scheduled to come and you must bring a check to the barn beforehand.

Farrier: Name _____ Phone _____

6. VETERINARY SERVICES & COGGINS

(a) OWNER warrants that he/she owns the horse and will provide, prior to the time of delivery and annually, proof of a negative Coggins test.

(b) OWNER is obligated to participate in and pay for standard recommended seasonal vaccination program. OWNER is obligated to pay expenses to vet, and to submit documentation of said immunizations to KBS if requested. If you do not plan on using KBS standard Veterinary please state who you would like to use below. You will be notified in advance when the Veterinarian is scheduled to come for your horse and you must make arrangements with the Veterinarians office for payments.

(c) KBS keeps Bute and Banamine on hand for horses that may be foot sore, stiff etc. If KBS administers its own stock of medication to your horse there is a charge per dose and it will be added to your board invoice.

Veterinarian: Name _____ Phone _____

7. WORMING

Horses at Karner Blue Stables must be wormed on a regular schedule. Fecals will be conducted twice yearly. Unless noted above, worming is the responsibility of the OWNER, or can be provided/arranged by the KBS for an additional monthly charge in addition to the cost of the worming medication which will be added to the board invoice.

8. RISK OF LOSS

During the time that the horse(s) is/are in the custody of the KBS, the KBS 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 KBS premises. OWNER fully understands and hereby acknowledges that the KBS does NOT carry any insurance on any horse(s) not owned by KBS, 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 KBS, are to be borne by the OWNER.

9. HOLD HARMLESS

OWNER agrees to hold KBS 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 KBS in defense of such claims.

10. EMERGENCY CARE

KBS agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should KBS feel that medical treatment is needed for said horse(s), provided however, that in the event the KBS is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely by KBS, KBS is then hereby authorized to secure emergency veterinary care and/or blacksmith care, by any licensed 3 providers of such care who are selected by KBS, as KBS 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 KBS is authorized to arrange direct billing by said care provider to OWNER. If direct billing is unavailable, OWNER will reimburse KBS within 15 days of receiving notice thereof.

11. STABLE RULES

OWNER hereby acknowledges receipt and understanding of the current KBS 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 KBS, the OWNER will clean up after and maintain the facilities using tools provided by KBS. This includes the barn aisle, indoor and outdoor arena, as well as any common areas. There is NO SMOKING in any building at the KBS. Parking is restricted to designated parking areas. KBS 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 by KBS sole discretion of OWNER or OWNER's guest and invites to abide by KBS Rules may result in KBS declaring OWNER in default hereunder and result in termination of this AGREEMENT.

12. TRAINING

OWNER agrees to enroll their horse in a training program with Foxtrot Farm, LLC. The training package must include at least one lesson or one training ride per week.

13. 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 11 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 KBS under this AGREEMENT shall be due and payable by the 1st 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 KBS of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

14. ASSIGNMENTS

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

15. NOTICE OF TERMINATION

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

16. RIGHT OF LIEN

OWNER is put on notice that KBS 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 KBS 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 KBS can then sell horse(s) to recover its loss.

17. SPECIAL INSTRUCTIONS TO STABLE (These items may incur additional cost as described above.)

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

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.

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

By: _____ Date _____
Representative of Karner Blue Stables

By: _____ Date _____
Owner

Address: _____

City: _____ ST: _____ Zip: _____

Day Phone: _____ Evening Phone: _____

Owner's E-mail: _____