

EQUINE BOARDING AGREEMENT

The Equine Boarding Agreement (the "Agreement") is being entered into by:

Name: _____

Address: _____

City: _____ State: _____

Zip code: _____ Phone: _____

Email: _____

("Boarder") as of _____, 201__.

1. **TERM:** The term of this agreement shall be for _____ months/years commencing on the date set forth above, and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party.
2. **IDENTIFICATION OF HORSE:** Boarder's horse to be housed by Never Ending Farm ("Horse or Horses"):

Registered name: _____

Barn Name: _____

Breed: _____

Sex: _____ Age: _____

3. **OWNERSHIP OF/AUTHORITY OVER HORSE:**
 - a. Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Never Ending Farm. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder.

b. Identification of owner of record if different than Boarder: if Boarder is not the owner of record of Horse, the owner of record is:

Name: _____

Address: _____

City: _____ State: _____

Zip code: _____ Phone: _____

Email: _____

- 4. BOARDING FEE:** Board is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a \$5.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$35.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.
- 5. DEPOSIT:** A refundable deposit of \$_____ is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Never Ending Farm, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by Never Ending Farm for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder choose to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded.
- 6. NEVER ENDING FARM'S SERVICES:**
- a. Stable agrees to provide a covered stall for inside boarded horses which will be cleaned once a day.
 - b. Horse will be provided with turn-out time at owner's request whenever possible. However, stable cannot guarantee a given paddock or schedule for turn-out.
 - c. Horse will be fed a complete pellet up to 6 pounds and hay up to 5 flakes daily. Supplements and additional pellets or hay can be purchased from stable if needed. If the owner wishes to feed their own grain the stable will do so at the owner's expense and board will not be reduced for doing so.

- d. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable need not clean horse's stall or provide turn-out time.
- e. If blanketing is necessary, an additional \$50.00 per month charge will apply October through May for blanketing and unblanketing.

7. **HORSE'S PHYSICAL CONDITION/SPECIAL CARE:** Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, has a current negative Coggins test (annual proof must be provided), in good condition, and not in need of any special care.

Exceptions:

8. **HORSE'S BEHAVIOR:** Boarder states that the Horse exhibits the following behavioral traits:

9. **HOURS OF VISITATION/ACCESS TO HORSE:** Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule: Monday thru Friday 9AM to 6PM, Saturday 10AM to 6PM, Sunday Noon to 6PM. Other times will be at the approval of Never Ending Farm.

10. VERERINARY CARE:

- a. Boarder agrees and understands that it is the Boarder’s responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder’s horse is or appears sick or injured, stable will first try to contact the Boarder. If Boarder is unavailable, or Horse has an emergency as deemed by the Stable, Boarder gives Stable permission to call Boarder’s veterinarian, identified as Dr. _____
Phone: _____
if the Boarder’s veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.
- b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Strangles, Potomac Fever, and any and all other worming or vaccinations as may be prevailing or customary in Stables locale.

11. FARRIER CARE: Boarder agrees and understands that it is Boarder’s responsibility to provide Horse with proper hoof care and farrier services. Boarder’s farrier is: Name: _____
Phone: _____

Boarder’s farrier shall have access to Stable and Horse during Hours of Visitation. If Boarder’s farrier is unavailable and Boarder’s Horse is in need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

12. TRAINER: Training services are to only be provided by Never Ending Farm. No other training services will be allowed at the Stable. Training services to be provided are as follows: _____

13. PROHIBITED ACTIVITIES: Neither Boarder nor their guests or agents shall feed or turn-out any Horse at Stable. No Boarder shall walk, work, ride,

saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner.

14. AUTHORIZED USERS: Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder shall designate all users in writing to Never Ending Farm and must include: Name, Street address, City, State, Zip code, Phone, Sex, Age, E-mail, Level of experience with horses in general.

15. SAFETY AND RELEASE FROM LIABILITY:

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT NEVER ENDING FARM, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF NEVER ENDING FARM.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. **Helmets and Safety Gear:** I understand that it is the recommendation of Never Ending Farm to wear an SEI approved riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members, guests, and or others if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial: _____

b. **Horses are Inherently Dangerous:** I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Never Ending Farm cannot control the horses it boards, and that I shall release and

hold harmless Never Ending Farm from any injury arising out of or related to equine activities at Stable's facilities.

Initial: _____

- c. **I am Responsible for my own Conduct and That of my Horse:** I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on the Stable's property and or presence.

Initial: _____

- d. **RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK:** I take full responsibility for myself, my family members, and for any guest that I may bring onto the property and will not hold Never Ending Farm, it's owners, agents, or employees responsible for accident or injury to myself, my family members, my guest, or my agents.

Initial: _____

- e. **Death or Injury to Horse:** Never Ending Farm, its owners, trainers, agents, or employees will not be held responsible for injury or death to Horse absent active negligence on their part.

Initial: _____

- f. **HOLD HARMLESS, DEFEND AND INDEMNIFY:** Boarder agrees to defend, indemnify, save and hold harmless Never Ending Farm and its principals, agents, and affiliates from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: _____

- g. **Costs, Attorneys' Fees, and Expense:** In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their quest or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing

party. For the purpose of this Section, “expenses” will include the following costs actually incurred by the prevailing party: attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, canceled lessons, and all other disbursements.

Initial: _____

16. STABLE’S REMEDIES: If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner’s immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

17. AMENDMENTS AND MODIFICATIONS: The parties may amend this agreement only by a written agreement executed by all parties.

18. NOTICE:

a. Notice to Stable: All notices must be in writing and delivered to Never Ending Farm at the following address, in a manner which provides proof of delivery:

Never Ending Farm
6024 Dutcher Rd
Howell, MI 48843

b. Notice to Boarder: All notices must be in writing and delivered to Boarder’s address listed above in this agreement, in a manner which provides proof of delivery.

19. ASSIGNMENT OR TRANSFER: No party may assign or transfer this Agreement without the prior written consent of the other parties.

20. ENTIRE AGREEMENT: This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

21. COMPREHENSION: Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing if so desired, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

22. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of Michigan. Venue for resolution of disputes shall be proper in Livingston County, Michigan.

BOARDER:

SIGNED: _____

PRINTED NAME: _____

NEVER ENDING FARM:

SIGNED: _____

PRINTED NAME: _____