

# FOX CROSSING EQUESTRIAN LLC

## BOARDING AGREEMENT

*This Agreement replaces any and all prior board agreements. Stable reserves the right to revise contract yearly and all fees are subject to change upon thirty days written notice. If horse(s) remain(s) on premises more than 1 week after Owner receives contract it is agreed that all terms and conditions of contract apply even if contract has not been signed.*

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 made between Fox Crossing Equestrian LLC., hereinafter referred to as "**STABLE,**" and the undersigned individual(s), as owner(s), lessor(s), lessee(s), or client hereinafter referred to as "**CLIENT.**"

### 1. CLIENT IDENTIFICATION:

a. NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ (HOME) \_\_\_\_\_ (WORK)

PHONE: \_\_\_\_\_ (CELL) \_\_\_\_\_ (EMAIL)

### 2. NAME OF HORSE(S) TO BE BOARDED (HORSE INFORMATION SHEET MUST BE COMPLETED)

a. \_\_\_\_\_ b. \_\_\_\_\_ c. \_\_\_\_\_

### 3. FEES AND INCLUSIONS

It is hereby agreed to as follows: **CLIENT** agrees to pay the sum of **\$825.00** per stall, per month and understands that payment is due and payable by the 1<sup>st</sup> of the month and considered late at midnight on the 3<sup>rd</sup> day of each month. Boarding fees paid between the third and ninth day of the current month due will be subject to a late fee of \$5.00 PER DAY. Fees received after the tenth day will be subject to a late fee of \$10.00 PER DAY.

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

- Daily turn-out (weather permitting, unless otherwise requested), Hay, Fresh Water, Grain 2x daily (4qt max), and Supplements (if provided bagged).  
Blanket/fly mask changing, fly spray application & daily hoof picking.  
Daily Access to all general areas in and on the Stable Property, i.e. barns, arenas, designated storage areas & boarders lounge/tack room, within the hours of operation.

**Feeding of grain/supplements is a mgmt/staff responsibility. STABLE feed rooms/hay storage are strictly off limits.**

**NOTE:** Farrier, Veterinary & Medical costs, Late Fees, Extra Hay Special grain are the responsibility of the **CLIENT**

**Additional services are available upon request.** (See Services List)

### 4. VACCINATIONS AND COGGINS

Upon arrival of horse to **STABLE** proof of current vaccinations is required. A negative Coggins test is required for all horses within the last year. Horses must have a current Coggins on file at all times. All boarded horses must maintain a regular worming schedule. Current vaccination records must be maintained on file in the **STABLE** office.

### 5. RIDER WAIVERS

All persons riding horses (including friends and family) must sign rider waivers. Outside trainers must have a signed agreement with **STABLE**, before training in its facility.

### 6. RISK OF LOSS

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. **CLIENT** 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 **CLIENT**.

**7. HOLD HARMLESS**

**CLIENT** agrees to hold **STABLE** harmless from any claim resulting from damage or injury caused by said horse, **CLIENT** 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.

**8. EMERGENCY CARE**

**STABLE** agrees to attempt to contact **CLIENT**, at the numbers provided, should **STABLE** feel that medical treatment is needed for said horse (s). In the event the **STABLE** is unable to so contact **CLIENT** within a reasonable time, which time shall be judged and determined solely by **STABLE**, **STABLE** is then hereby authorized to secure emergency veterinary and/or blacksmith care as **STABLE** determines is required for the health and well-being of said horse (s). The owner shall promptly pay all expenses for all services relating to this injury or illness.

List all emergency phone numbers: Vet \_\_\_\_\_

Farrier \_\_\_\_\_

If your veterinarian cannot be contacted we will contact ours, *Dr. Gabriel Cook, New England Equine Practice.*

Emergency amount that **CLIENT** authorizes is not to exceed \$ \_\_\_\_\_ (dollars.)

**9. STABLE RULES**

**CLIENT** hereby acknowledges receipt and understanding of the current **STABLE** Rules. **CLIENT** agrees any guest or invitees will be bound and abide by these Rules, and accepts responsibility for their conduct according to these Rules. **CLIENT** has read and received the Barn Rules which include but are not limited to: (see attached rules) \_\_\_\_\_. *(Initialize)*

**10. COMMUNICATION**

Any suggestions, concerns or complaints about the care of your horse(s) or other stable issues should go directly to the barn owner or barn manager in order to be discussed and/or resolved. We want you and your horse to enjoy your stay at **STABLE**. Your horse's health and safety is of utmost importance to us.

**11. NOTICE OF TERMINATION**

Both parties have the right to terminate this agreement at any time. A thirty (30) days written notice is required. **CLIENT** giving less than 30 days will be responsible for prorated fees to complete a 30 day notice requirement.

**12. RIGHT OF LIEN**

**CLIENT** 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 CT for any amount due for the board and keep of horse (s), and also 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 one (1) month of non-payment or partial payment and **STABLE** can then sell horse (s) to recover its loss.

*THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Connecticut*

**--/ THE UNDERSIGNED HAVE READ AND UNDERSTOOD THE ABOVE TERMS OF THIS CONTRACT. --**

**FOX CROSSING EQUESTRIAN LLC**

By: \_\_\_\_\_  
CINDY ITALIAANDER *(Member)*

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
(CLIENT/LEGAL GUARDIAN (IF OWNER IS A MINOR) NAME)

\_\_\_\_\_  
DATE