

# Sunny Brook Arabians

## Boarding Contract

**THIS AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ made between Jane Beal (Michelle Stickley-signing agent) and Sunny Brook Arabians with its principal office located at 3762 Old Concord Rd, Bates City, MO 64011 hereinafter referred to as "Stable" , and \_\_\_\_\_ hereinafter referred to as "Owner".

WITNESSETH that Owner owns the below described horse and covenants with Stable to stable said horse for the purpose and under the terms hereto agreed as follows:

### Owner Information

Owner Name \_\_\_\_\_ Spouse \_\_\_\_\_

Child(ren) Name(s) \_\_\_\_\_

Owner Birth date \_\_\_\_\_ Spouse \_\_\_\_\_ Child(ren) \_\_\_\_\_

Owner's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email \_\_\_\_\_ Employer \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

### Description of Horse

Name \_\_\_\_\_ Barn Name \_\_\_\_\_ Year Foaled \_\_\_\_\_

Sex \_\_\_\_\_ Breed \_\_\_\_\_ Reg. # \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Color/Markings \_\_\_\_\_

### Terms of Payment

Owner shall pay Stable \$125.00 pasture \_\_\_/\$275.00 stall \_\_\_ per month for board. Payments can be made in cash or check. Payment is due on the 1<sup>st</sup> of the month (for those horses arriving in the middle of the month payment will be pro-rated). Payment received after the 5<sup>th</sup> will incur a \$20/day fine for every day after until payment is received.

**Services**

Owner agrees to keep horse up to date on all farrier services and veterinary care including but not limited to, immunizations (Eastern, Western, and Venezuelan Encephalomyelitis, Equine Influenza, Rhinopneumonitis (EHV1 & EHV4), Tetanus Toxoid, West Nile Virus, Strangles, Potomac Fever, and Rabies), routine worming (Ivermectin/Pyrantel) within past 2 months, and a negative coggins tested within the last 12 months. Owner also agrees to give Stable a copy of all veterinary care received by horse in the past year including but not limited to: routine vaccinations and coggins.

Care and services NOT included in the boarding fee are: riding, lounging or any other form of exercising horse, farrier services, de-worming, routine and emergency veterinary care, and daily supplements if needed. Farrier service fees, de-worming done by Stable, routine veterinary care at Stable, and supplements are to be prepaid by Owner prior to services.

**Feed and Facilities**

If stalled:

Stable will provide a minimum stall size of 10X10 for each horse. Horse will be fed and watered twice daily. Horse will be fed 2-3 flakes of grass hay per feeding and 14% sweet feed if needed to sustain physique. Horse will be turned out 7 days/week weather permitting.

If pastured:

Stable will provide adequate pasture with constant access to grass/hay. Horse will be fed grain twice daily and have constant access to fresh, clean water.

**Emergency Care**

Preferred Vet \_\_\_\_\_ Phone \_\_\_\_\_

Second Choice Vet \_\_\_\_\_ Phone \_\_\_\_\_

Preferred Farrier \_\_\_\_\_ Phone \_\_\_\_\_

Second Choice Farrier \_\_\_\_\_ Phone \_\_\_\_\_

Stable agrees to attempt to contact Owner should Stable feel that emergency veterinary treatment is needed for said horse. However, if Stable is unable to contact Owner or emergency contacts, Stable is then authorized to secure emergency veterinary and/or farrier care required for the health and well being of said horse up to a cost of \$\_\_\_\_\_. All costs of such care secured shall be paid by Owner. Stable is authorized, as Owner’s agent, to arrange direct billing to Owner.

Owner agrees to notify Stable 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, Owner shall

notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of said horse prior to departure.

### **Risk of Loss**

During the time that the horse is in custody of Stable, Stable shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Stable's premises. The Owner fully understands that Stable does not carry any insurance on any horses not owned by it for boarding or for any other purposes, for which the horse(s) are covered under any 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 is in possession on the premises of Stable, are to be borne by the Owner. Owner agrees to hold Stable harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding, or for any other reason, for which the horse is under the care of Stable, are to be borne by Owner.

### **Hold Harmless**

Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by Stable in defense of such claims.

### **Shoeing and Worming**

Stable agrees to schedule the necessary shoeing and worming of the horse as is reasonably necessary. The expense shall be billed and paid in advance by the Owner. Any charges above those billed shall be the responsibility of the Owner and will be due upon receipt of bill.

### **Inherent Risks**

**WARNING: UNDER MISSOURI LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI. (L. 1994 S.B. 457)**

### **Notice of Termination**

Owner agrees that thirty (30) days notice shall be given to Stable as to the termination of this agreement. If less than thirty (30) days notice is given Owner is still responsible for fees associated with the thirty (30) days required. Horse is unable to leave property until all bills are paid.

**Right of Lien**

Stable has the right of lien as set forth in the law of the State of Missouri (MO 430.150) for the amount due for the board and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full.

**Entire Agreement**

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be made in writing and signed by all parties to the Agreement. Nor oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties. This agreement ends once all fees have been paid.

I/We, the undersigned, have read and do understand the foregoing agreement, warnings, and assumptions of risk. I/We further attest that all stated facts and true and accurate.

Date\_\_\_\_\_

**Owner**

Name (print)\_\_\_\_\_ Spouse\_\_\_\_\_

Signature\_\_\_\_\_ Spouse\_\_\_\_\_

**Stable**

Sunny Brook Arabians  
Jane Beal  
Michelle Stickley (signing agent)

Signature\_\_\_\_\_