



11 Eden Lane, Cantonment, FL 32533

BOARDING AGREEMENT

This Boarding Agreement (the "Agreement") dated the ____ date of _____, 20__ is being entered into by IRON HORSE OUTFITTERS, L.L.C., a Florida limited liability company (STABLE) and _____ (OWNER).

1. Term. The term of this Agreement shall commence on _____ and shall terminate on _____. This Agreement shall renew automatically for successive periods thereafter unless terminated with a thirty (30) days written notice by either party.

2. Identification of Horse(s): Owner's horse to be housed by Stable:

Name(s):

Breed(s):

Color:

Markings:

Sex: _____ **Age:** _____

Registered Name/Registration/Tattoo No.(s) _____

3. Boarder's Contact Information:

Name:

Address:

Telephone Numbers: _____

Email Address: _____

Emergency Contact Information: _____

4. Ownership of/Authority of Horse. _____ represents and warrants that he/she is the owner on record of Horse, legally leasing said horse or that he/she has express authority of the owner on record to enter into this Agreement and to house Horse with STABLE. If _____ is not the owner on record of Horse, he/she nonetheless agrees to be fully bound by the terms of this Agreement and liable for all sums hereunder.

5. Proof of Coggins Test. OWNER will provide, prior to the time of delivery, proof of negative Coggins Test in the form of the original or notarized copy for the STABLE to hold on file.

6. Stable Services.

a. STABLE agrees to provide either:

_____ Paddock Board at \$_____ per month

_____ Full Board at \$_____ per month

_____ Training Board at \$_____ per month

_____ Private Paddock Board at \$_____ per month

(Check which option applies)**

- b. It is understood that the horse will be turned out at the sole discretion of STABLE. Special or private turn out may be arranged with Stable Management.
- c. Horse will be fed age-appropriate pellets and/or grain and/or hay. Any and all other supplements or feeds are responsibility of OWNER.
- d. Stalls will be cleaned 5 days a week.

- e. 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 muck horse's stall or provide turn-out time.
- f. STABLE is not responsible for any lost or stolen articles of horse equipment.
- g. STABLE is not required to store any excessive equipment belonging to OWNER. Each OWNER is allotted a reasonable and similar area for storage of equipment. OWNER agrees to pay fees, if deemed necessary by STABLE, to store excessive equipment (i.e. horse trailers, etc.) on the property belonging to STABLE.
- h. If blanketing is necessary, an additional \$_____per month charge will apply _____ (month) through _____ (month) for blanketing.

7. Deposit. A refundable deposit of \$100.00 is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to STABLE, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by STABLE for OWNER'S or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. Deposit balance will be refunded if thirty (30) days notice of departure is given to STABLE.

8. 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 \$ 25.00 late fee, plus \$15.00 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 plus any and all bank fees that were results from return check. Payments shall first be credited to accrued late fees and returned-check charges.

9. Horse's Physical Condition/Special Care. Except as specified in this section, to OWNER knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care.

Exceptions:

Please list any allergies horse/s may have.

10. OWNER states that the horse exhibits the following behavioral tracts:

11. Hours of Visitation/Access to Horse. OWNER, his/her veterinarian, farrier, trainer, and designated guests shall have access to STABLE and Horse on the following schedule: Monday thru Saturday: 8:00 A.M. until dusk, any after dusk visitation must be cleared with STABLE! Sunday by notification.

12. Veterinary Care.

- a. OWNER agrees and understands that it is his/her responsibility to provide Horse with proper veterinary care and veterinary services. OWNER understands that if OWNER'S horse is or appears sick or injured, STABLE will first try to contact OWNER. If he/she is unavailable, or Horse has an emergency, OWNER gives Stable permission to call OWNER'S veterinarian, identified as _____, at phone numbers _____. If OWNER'S veterinarian is unavailable, he/she authorizes STABLE to call its veterinarian, and that he/she will be fully responsible for all veterinarian charges and transportation so incurred. OWNER also agrees that he/she will keep Horse current on all customary worming and vaccinations, including but not limited to Eastern, Western, Venezuela, Encephalomyelitis, and Rhinopneumonitis-Influenza, Tetanus and West Nile, and any and all other worming or vaccinations as may be prevailing or customary in STABLE'S locale.

13. Farrier Care. OWNER agrees and understands that it is his/her responsibility to provide Horse with proper hoof care and farrier services. OWNER'S farrier is: (Name) _____, at phone numbers (Office) _____. OWNER'S farrier shall have access to STABLE and Horse during Hours of Visitation. If OWNER'S farrier is unavailable and horse is in need of farrier services, he/she authorize STABLE to call its farrier, and that OWNER will be fully responsible for all farrier charges so incurred.

14. Prohibited Activities. Neither OWNER nor his/her guests or agents shall feed, turn-out, 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.

15. Authorized Users. Stable has discretion when and under what circumstances to allow OWNER'S designated Users to have access to Horse and Stable's facilities.

OWNER'S designated users are:

Name: _____

Address: _____

Phone: _____ Age: _____

Email: _____

Relationship To OWNER: _____

16. 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 STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.

a. Helmets and Safety Gear. Minors(18 and under) are required by law to wear helmets at all times while riding a horse. I understand that it is the recommendation of STABLE to wear a 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 or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. _____(initials)

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 STABLE cannot control the horses it boards, and that I shall release and hold harmless

STABLE from any injury arising out of or related to equine activities at Stable's facilities.

c. 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 Stable's property.

d. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold STABLE, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

_____ (initials)

17. Death or Injury to Horse. STABLE, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

18. HOLD HARMLESS, DEFEND AND INDEMNIFY. OWNER agrees to defend, indemnify, save and hold harmless STABLE and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with OWNER'S use of STABLE, presence at STABLE'S facilities, Horse's conduct, OWNER'S use or access to Horse, or OWNER'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.

19. Trail Riding. Riding outside of all designated areas and STABLE owned property is done at OWNERS risk. OWNER agrees to hold STABLE harmless from any accident that may occur or action that may be brought forth as a result of this risk.

20. Dog Policy. Dog owners that choose to bring dogs to STABLE are solely responsible for their Dog's action. All dogs must be kept on a lease unless the owner has permission from Stable Management. Stable Management reserves the right to prohibit any dog from returning to Stable.

21. Costs, Attorneys' Fees, and Expenses. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, OWNER, or his/her guests 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, and all other disbursements.

22. Stable's Remedies. If OWNER 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 OWNER and Horse hereunder, STABLE reserves the right to require OWNER'S immediate removal of Horse, and to find alternative boarding for Horse if OWNER fails to do so. OWNER agrees they will be fully responsible for all alternative boarding charges so incurred.

23. Notice of Termination. Either party may terminate this agreement with a thirty (30) day written notice.

24. Right of Lien. The OWNER is hereby put on notice that the STABLE has set forth a right of lien, as set forth by the laws of the State of Florida for the amount due for the boarding and keep of such horse and also for the storage and shall have the right, without process of law, to retain said horse until the amount of such debt is discharged including all late fees and other fees incurred during the non-payment period to maintain the said horse's health and well being. After sixty(60) days of non-payment or partial payment the STABLE then has the right to sell horse/s to recover its loss.

_____ (initials)

25. Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties

26. Notice.

Notice to STABLE. All notices must be in writing and delivered to STABLE at the following address, in a manner which provides proof of delivery:

**IRON HORSE OUTFITTERS, L.L.C.
Attention: Sudie Fairall
11 West Eden Lane
Cantonment, Florida 32533**

Notice to OWNER. All notices must be in writing and delivered to OWNER at OWNER'S address listed above in this agreement, in a manner which provides proof of delivery.

27. Assignment. No party may assign this Agreement without the prior written consent of the other parties.

28. 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.

29. 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, 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.

30. Governing Law and Venue. This agreement shall be governed by the laws of Florida. Venue for resolution of disputes shall be proper in Escambia County, Florida.

OWNER:

Print Name: _____

Date: _____

STABLE:

IRON HORSE OUTFITTERS, L.L.C.

By: Sudie Fairall

Its: Managing Member