

Martin Downs



Equestrian Center

Boarding Agreement

Witness this AGREEMENT this ____ day of _____, 20____, by and between the Martin Downs Equestrian Center, Inc. located at 6780 SW Martin Hwy in Palm City, FL 34990, hereinafter referred to as “STABLE” , and the individual or individuals undersigned, hereinafter referred to as “OWNER”.

1. Fees, Term and Location

In consideration of \$ _____ per horse per month paid by OWNER in advance on the FIRST day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis.

Partial months boarding shall be paid on a \$25 per day basis for the numbers of days boarded.

2. Description of Horse (s)

Name: _____ AGE: _____
Color: _____ Sex: _____
Breed: _____

3. Feed and Facilities

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).

Grain up to eight pounds of grain per day fed up to three times per day.

Feed Type: STABLE offerings include any feed that can be purchased at Fischer’s Feed and/or Ranch Feed of Palm City. Surcharges apply over \$17.00 per bag prices.

Hay up to five flakes of hay per day fed *at least* three times per day.

Timothy/Alfalfa mixed hay and Straight Timothy is our standard offering. Any specialty hay or larger quantities of hay given are subject to surcharges.

For multiple supplement regimens, we require pre-made baggies be provided or strip packaging products (SmartPak or Platinum Performance). Extraneous regimens (wetting hay, beet pulp prep, liquid vitamins, etc) may incur a surcharge for labor.

4. Exercise

The OWNER shall be solely responsible for the exercise of the horse (s) and it is expressly understood by OWNER. **Turnout service** is provided by stable, however should not be considered adequate exercise for a healthy equine. Turnout times and duration are at the discretion of Management. A minimum of 2 hours turnout is standard however horse behavior, medical needs, severe weather, and other circumstances will dictate day to day turnout. Specific requests are to be made with the Manager, not other staff.

5. Ownership/Coggins Test

OWNER warrants that it owns said horse(s), that there are no liens against said Horse(s), express or implied by law, and will provide prior to time of delivery of said horse(s), to STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the Horse to STABLE.

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. OWNER fully understands and hereby acknowledges that FARM 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 OWNER.

7. Hold Harmless

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER 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 OWNER, at the following emergency telephone number () _____, Should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE 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 fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER. Does the OWNER wish to declare this horse a surgical candidate should such a situation present itself when OWNER cannot be reached in a timely manner ? _____

9. Stable Rules

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to: STABLE Safety Rules; STABLE Hours of Operation; Notice of Required Release and Waiver for minors; Statement of Applicable state equine liability laws; Required Veterinary care; STABLE 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 in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT. OWNER'S initials that he/she received and understands barn rules _____.

10. Default

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. Any payment due STABLE under this AGREEMENT shall be due and payable by date of the horse's departure and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. Assignment

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. Notice of Termination

OWNER agrees that no less than thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT. **No refunds for remaining days of board paid should be expected.** The last thirty days must be paid for in full before horse can depart the property. Once payment for last 30 days is received and acknowledged by STABLE MANAGER, then OWNER can remove horse at any date within the last thirty (30) days. Special exceptions to this policy should not be expected of STABLE under any circumstances. Unused feed, hay, or bedding will not be provided upon departure to OWNER regardless of date payment was received.

13. Right of Lien

OWNER 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 Florida, 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 two (2) months of non-payment or partial payment and STABLE can and will then sell horse (s) to recover its losses.

14. Breeding Stock Policy

The STABLE reserves the right exercise discretion in the matter of allowing stallions, pregnant mares, and youngstock to be boarded at this facility on a case-by-case basis. When such a horse is included in this contract OWNER hereby acknowledges receipt and understanding of the **Breeding Stock Agreement** document, which are incorporated by reference in full, as if fully set forth herein.

Executed at **Martin Downs Equestrian Center, Inc.** on the date first set forth above.

"STABLE"

By: _____

"Owner"

By: _____

Address: _____

Telephone: () _____

Email Address _____

Horse Information

Name:

Breed:

Sex:

Year Foaled:

Medical History

Known Allergies:

Colic, Type/Date:

Founder, Date:

Known Vices (cribber, weaver, aggressive):

Is horse insured, if yes, with whom?

Proof of current coggins and vaccinations are to be provided to STABLE every time they are updated to be kept on file. ET/FLU/Rhino, and Rabies are required.

Potomac Horse Fever/West Niles/Strangles are *highly* recommended.