



PASTURE BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Lone Wolf Ranch, Arena & Training Center, hereinafter referred to as 'STABLE', providing services as an independent contractor, located in Cleveland, MO and _____(boarders name) residing at the following address _____, hereinafter referred to as 'OWNER', owner of the hereinafter-described horse (s). Both parties warrant that they have the right to enter into this AGREEMENT.

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 on a month to month basis commencing _____, 20___. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

2. Description of Horse (s)

Name: _____

AGE: _____

Sex: _____

Breed: _____

Color: _____

Registration/Tattoo Number (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable): _____

(In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this Section 1 & 2, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.)

3. Feed ,Facilities & Care

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

- ❖ Pasture for horse, in which it will reside
- ❖ Substitute round bale hay when needed
- ❖ Horses visually inspected daily for abnormalities
- ❖ First Aid is provided immediately to an injured horse and OWNER is contacted
- ❖ If we feel emergency care is needed for your horse we will attempt to get a hold of OWNER. In such case if we are not able to contact OWNER we will contact the veterinary that OWNER has listed to provide emergency care for horse. Any and all charges made by this emergency care will be billed to OWNER and OWNER is responsible for payment.

OWNER agrees to maintain the following for the best interest of the horse (s).

- ❖ Keep horse (s) regularly wormed (worm no more than every 3 months)
- ❖ Keep horse (s) teeth in good eating condition
- ❖ Keep horse (s) hooves in good condition
- ❖ If extra hay/feed is required to maintain good body condition of horse outside of what is already provided by STABLE, it is the financial responsibility of OWNER to accommodate accordingly to horses health needs

Special Instructions to STABLE

Furthermore, it is expressly recognized and understood that the boarding of said horse (s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or its employees, officers, agents and/or family members.

4. 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.

5. 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 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 OWNER.

6. 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.

7. Liability Insurance

OWNER warrants that he presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT.

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 OWNER. In such case an emergency contact is not established STABLE will contact whom they see fit, 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.

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 is open from 8:00 am to dark in the summer months. Stable is open from 8:00 am to 8:00 pm during the winter months. Riders are permitted to ride only in the stated hours unless otherwise arranged.
- ❖ Boarders must make appointments to visit their horses after hours.

- ❖ If you turned on a light, turn it off when you are finished using that area.
- ❖ No smoking in the barn. All cigarettes will be fully extinguished in the can outside.
- ❖ No drinking of alcoholic beverages allowed on the property associated with stables.
- ❖ Keep the aisle clean of tack, brushes, halters, hoof pickings or manure if you or your horse put it there, pick it up please.
- ❖ All vehicles must be parked in the parking designated areas.
- ❖ No visitors are allowed in the stalls. Boarders may enter the pasture to retrieve only the OWNER horse. No boarder may enter the pasture where a stallion is turned out.
- ❖ OWNERS may not handle any horse whether it be a boarders or leased other than their own.
- ❖ Do not feed your horse. If you believe your equine needs its rations increased, please notify the STABLE. Feeding your equine outside of the habitual feeding period can cause colic on your horse as well as in horses around yours which are not being fed at the same time.
- ❖ Do not give treats to any horse other than your own unless written permission is on file with the stable.
- ❖ Do not ride on without safety equipment. The stable will not be held responsible for any injury, accident and/or death occurring because you failed to use proper safety equipment.
- ❖ Do not ride on properties not designated as allowed riding areas. The stable will not be held responsible for any injury, accident and/or death occurring because you failed to stay on proper trails, fields or roads. The stable will not be responsible for any fines and/or jail terms for trespassing on posted or non-posted properties.
- ❖ Always mount and dismount outside, unless you are riding in the indoor arena.
- ❖ No running or yelling in the barn or courtyard, especially when horses are present. The stable will not be responsible for any injury, accident and /or death associated with scaring or spooking an equine due to inappropriate behavior or misbehavior.
- ❖ No bicycles or motorized vehicles in the barn, nor motorized recreation vehicles allowed on premises.
- ❖ Do not tie your horse with your reins. All horses are to be tied in the aisles with a lead rope or in the grooming stall with the cross ties while wearing a serviceable halter. The stable will not be responsible for any injury, accident and/or death associated with tying your horse with the reins or bailing twine or any other inappropriate equipment.
- ❖ Always check your tack before riding. The stable will not be responsible for the quality of tack and will not be held responsible for any injury, accident and/or death associated with using tack in ill condition.
- ❖ All injuries, accidents, and damages must be immediately brought to our attention. Any unreported incidents will be the responsibility of the OWNER or leaser.
- ❖ All riders must wear heeled boots. No Tennis shoes, flip flops, etc. For your own protection.

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.

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.

10. Default

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 11 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month 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 thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

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 Missouri, 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 then sell horse (s) to recover its loss.

14. Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Missouri.

Executed at Lone Wolf Ranch, Arena & Training Center on the date first set forth above. By signing below both parties agree to the terms in this agreement.

"STABLE"

By: _____ Signature: _____

Address: 22801 State Line Rd, Cleveland, MO 64734

Telephone: (816) 618-7673

"OWNER"

By: _____ Signature: _____

Address: _____

Telephone: () _____

Emergency Contact & Number: _____

Veterinary Name: _____

Veterinarian Contact: _____

Ferrier Name: _____

Ferrier Contact: _____