

**BOARDING AGREEMENT**

 THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ made by and between Hood’s Western Adventures, hereinafter referred to as "THE STABLE" or “HWA”, providing services as an independent contractor, located at 885 Juniper Lane Alberton, MT

 59820 and/to (BOARDER’s name) (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at (BOARDER’s

 address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "THE BOARDER." These parties warrant that they have the right to enter into this AGREEMENT.

 **1. FEES, TERMS AND LOCATION**

**Term:** The term of this AGREEMENT shall be on a month to month basis commencing on \_\_\_\_\_\_\_\_\_ \_\_\_and shall renew automatically each month for successive periods thereafter, unless canceled by 30 days with written notice by either party. Partial months boarding shall be forfeited if horse is pulled before 30 day board notice.

**Boarding Fee**: The Boarding fee shall be $250.00 per horse, per month, For paddock board. \*includes Hay. If Boarder purchases their own hay and hauls it in (storage available) boarding fee shall be $150 a month per horse. $350 per horse, per month for indoor stall with daily turnout.

Board is due on the 1st day of each month. There is a 5 day grace period to pay board.

**Late Fees:** Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of $30.00. Fees received after the sixteenth will be subject to a late fee of $60.00.

 **ALL BOARD AND FEES MUST BE PAID BEFORE HORSE IS REMOVED FROM PROPERTY**

 IF Board is not paid for three consecutive months this agreement becomes a bill of sale for horse(s) Listed and therefore Hood’s Western Adventures will assume ownership of horse(s).

 **2. OWNERSHIP, VACCINATION REQUIRMENTS AND DESCRIPTION OF HORSE(S)**

**\*ALL HORSES MUST BE VACCINATED AND DEWORMED BEFORE ENTERING THE PROPERTY\***

Boarder represents and warrants the following:

 a.) All horses described in this agreement are free of any liens or encumbrances of any kind (expressed or implied) and that Boarder will keep the horse(s) free of any liens or encumbrances of any kind while the horse(s) are boarded at HWA. (Initial)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b.) All horses described in this agreement have received current vaccinations for:

EEE, WEE (Eastern/Western)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tetanus \_\_\_\_\_\_\_\_\_\_\_\_\_ Virus Flu – Rhino \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Strep – Strangles (Pinnacle) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Equine Influenza\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ within one year and renewed annually. Proof of the vaccinations shall be provided to HWA either through the applicable veterinarian or by some documentation (receipt).

\* Boarder must provide A negative current Coggins test is required for all horses arriving from out of state and current, up to date vaccination records.

c.) Boarder shall keep current all vaccinations and worming for the horse(s). Boarder recognizes that HWA engages in “equine activity” as such is defined in #27-1-726(3) MCA; is an “equine activity sponsor” as such is defined in #27-1-725(4)MCA. f.) Boarder understands that it will be engaging in “equine activity” as such is defined in #27-1-726(1) and is an equine “participant” as such is defined in #27-1-726(6)MCA. g.) Boarder also recognizes the “risks inherent in equine activities” as such are defined in #27-1-726(7) MCA

Name & Reg#: Name & reg#:

Age: Age:

Color/tattoo or identifiable markings: Color/tattoo or identifiable markings:

Sex: Sex:

Breed: Breed:

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

Name and number of veterinarian:

Name and number of farrier:

**3. BOARDERSHIP OF/AUTHORITY OVER HORSE**

BOARDER represents and warrants that they are the OWNER of record of Horse, or that they have express authority of the OWNER of record to enter into this AGREEMENT and to house Horse with THE STABLE. If BOARDER is not the OWNER of record of Horse, BOARDER nonetheless agrees to be fully bound by the terms of this AGREEMENT, and liable for all sums hereunder. (Sign)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **4. FEED AND FACILITIES**

 STABLE agrees to provide a paddock, pen or stall for Horse.

\*In the event of bad weather, The STABLE will bring the BOARDERS horse in to the barn or lean too for shelter.

* Horse will be fed grass/alfalfa hay and/or grass twice a day. In the chance hay needs to be switched due to availability, It will be discussed with the BOARDER before hand and agreed upon. Any and all other supplements, or specialty feeds can be provided for horse(s) by the Stable or boarder at expense and provision of BOARDER for an additional $25 a month
* Boarder has examined provided hay and accepts condition/content:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* THE 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.

\* If blanketing is necessary, blanketing and removal of the blanket is the responsibility of the BOARDER. If desired THE STABLE can blanket and remove blanket from horse for a fee of $5.00 per application or removal. BOARDER is responsible for supplying blanket(s) and maintains all responsibility of blanket maintenance ie washing, repairs, ect. STABLE is not liable for any damage to blanket.

\* The STABLE can provide farrier trimming service for an additional $40 per trimming.

\* The STABLE can provide trailer storage for an additional $50 a month per trailer.

\* The Stable can catch and hold Boarders horse(s) for vet-farrier-chiro apts for an additional $25 fee per Appointment.

\*THE STABLE can haul horse(s) or provide transportation for a $20 fee plus $1.50 per mile

 5**. HORSE’S PHYSICAL CONDITION**

Except as specified in this section, to BOARDER’S knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care. (Sign)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exceptions:

**6. RISK OF LOSS**

During the time that the horse(s) is/are in the custody of THE STABLE, THE 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 on STABLE’s premises. BOARDER 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 BOARDER. Any trailers or tack that resides on the property.

 7**. EMERGENCY CARE**

THE STABLE agrees to attempt to contact BOARDER, at the following emergency telephone number

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), should THE STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact BOARDER within a reasonable time, which time shall be judged and determined solely by THE STABLE, THE STABLE is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by THE STABLE, as THE 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 BOARDER within fifteen days from the date BOARDER receives notice thereof, provided however, that THE STABLE is authorized to arrange direct billing by said care provider to the BOARDER.

Preferred Vet in Case of Emergency:

**\*Colic Information**: I, the Boarder, understand that there are many different manifestations of colic in a horse and that usually immediate attention and minor drugs and/or doctoring by a veterinarian will generally remedy the situation. Emergency colic surgery is not necessarily the first and only option, however, should I be faced with that decision as the only remedy to possibly save my horse’s life (and I am not reachable) I hereby authorize you, (HWA), it’s employees to act in the following manner on my behalf: It is understood that everything possible would be done by HWA, and my chosen veterinarian to help my horse short of surgery.

 \_\_\_\_\_\_ I authorize the procedure if my chosen vet feels that colic surgery is the only possible life-saving remedy, I also understand that this procedure is very expensive and does not guarantee my horse’s survival. I will be responsible for all charges related to a colic incident.

 \_\_\_\_\_ I do not authorize colic surgery for my horse but will be responsible for any other actions deemed necessary by my vet, including euthanasia. I will be responsible for all charges related to a colic incident.

 8**. STABLE RULES**

BOARDER hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. BOARDER agrees he/she and his/her 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. BOARDER acknowledges the Rules include but are not limited to:

● Children under the age of 18 must be under the BOARDER’S supervision at all times.

 \* All guests of the BOARDER MUST sign a waiver! No Exceptions!

● 24 hours notice is required for all scheduled appointments such as vet and farrier.

 \*3 HR notice is to be given if Boarder intends to use arena or ride.

● Dogs are not permitted on the premises.

\* If Boarder uses the arena, please pick up any poop left and put it in the bucket located by the gate. Also put properties back where you found them.

● Tack/feed/barn room must be closed before departure.

\*If using the hitching rails- or barn, Boarder must clean up after their horse. Pick up poop, rake up any loose hair, hay, sweep and dispose in the garbage can.

● Smoking is not permitted on the premises.

● Ensure gates are closed before departure.

● All persons under the age of 18 must wear a RIDING HELMET anytime they are on horseback.

● Hours of operation are 8am – 8pm. Please respect these hours and inform STABLE if horses are

to be picked up/dropped off outside of these hours.

* STABLE may revise these Rules from time to time and BOARDER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE’s sole discretion, of BOARDER or BOARDER’s guests and invitees to abide by STABLE Rules may result in STABLE declaring BOARDER 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 9 - 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 BOARDER 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 BOARDER without the express written consent of STABLE.

**12. AMENDMENTS AND MODIFICATIONS**

The parties may amend this AGREEMENT only by a written AGREEMENT executed and Signed by all parties. No oral modifications will be considered part of the AGREEMENT unless reduced to writing and signed by all parties.

 **13. NOTICE OF TERMINATION**

BOARDER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

(Sign)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **14. NOTICE**

* a. 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:

Hood’s Western Adventures

885 Juniper Lane

Alberton MT 59820

Or emailed to: cwgrlup\_48919@yahoo.com

b. Notice to Boarder. All notices must be in writing and delivered to Boarder at Boarder’s address listed

above in this AGREEMENT, in a manner which provides proof of delivery. Or emailed to boarders email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **15. HOLD HARMLESS, DEFEND AND INDEMNIFY**

BOARDER agrees to defend, indemnify, save and hold harmless THE 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 use of THE Stable, presence at Stable’s facilities, Horse’s conduct, BOARDER’S use or access to Horse, or BOARDER’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.

 **16. RELEASE AND WAIVER OF LIAIBLITY, AND ASSUMPTION OF RISK**

a. I understand that it is the recommendation of the STABLE to utilize safety gear appropriate to my level of experience while interacting with horses. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use appropriate safety gear.

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 the STABLE cannot control the horses it boards, and that I shall release and hold harmless the STABLE from any injury arising out of or related to equine activities at Stable’s facilities.

c. I am Responsible for my own Conduct and That of my Horse. I understand that I will handle my horse, and will conduct myself, at my own risk while I am on Stable’s property.

d. 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.

(Sign)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**17. 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.

**18. GOVERNING LAW AND VENUE** This AGREEMENT shall be governed by the laws of Montana. Venue for resolution of disputes shall be proper in Mineral County, Montana.

 19**. RIGHT OF LIEN**

BOARDER is put on notice that the STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Montana, 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 (3) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss. BOARDER further agrees that STABLE shall have the right to remove horse(s) and deliver to Missoula Livestock Auction after three (3) months of non-payment or partial payment. IF Board is not paid for three consecutive months this agreement becomes a bill of sale for horse(s) listed.

 **This agreement is subject to the laws of the State of Montana.**

 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 AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT

OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR

SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. SIGNATURE ALSO

INDICATES BOARDER HAS VIEWED/EXAMINED ALL “THE STABLES” FACILITIES, PENS, PADDOCKS, AND

DEEMED THEM FIT FOR THE BOARDER AND HORSE(S).

Executed On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this date first set forth above.

 BOARDER’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 BOARDER’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STABLE Representative Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_