



BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between, PAINTED BAR STABLES, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at PAINTED BAR STABLES, 4093 LAKE AVENUE BURDETT, NEW YORK 14818, and _____, the owner of hereinafter-described horse(s), hereinafter referred to as 'OWNER', residing at a permanent address of _____.

These parties warrant that they have the right to enter into this agreement.

1. Fees, Term and Location

In consideration of \$ _____ per horse per month / day paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse(s) on a _____ to _____ basis commencing the _____ day of _____, 20____. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. Description of Horse (s)

Horse's Stable Name: _____ Horse's Registered Name: _____

Reg#: _____ Registration Association: _____

Breed: _____ Sex: _____

Color and Markings: _____

Height: _____ Foaling Date: _____

Sire Name: _____

Dam Name: _____

Value of Horse (needed for insurance reasons): \$ _____

A copy of the registration papers or proof of ownership must be kept on file.



(___) 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 2, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.

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).

Stall _____ minimum size stall

Turn-Out _____ maximum number of horses in paddock

Grain _____ pounds/quarts of grain per day fed _____ times per day

Feed Type _____ specify feed type if applicable

Hay _____ pounds/flakes of hay per day fed _____ times per day

Hay Type _____ specify hay type if applicable

Shoeing

STABLE (___) will or (___) will not agree to provide the necessary shoeing and farrier services of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER. STABLE reserves the right to charge a \$10/hour service charge to make and attend any call for farrier or vet services.

Worming

STABLE (___) will or (___) will not agree to provide the necessary worming of the horse as is reasonably necessary. Provided, however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

Following is a solid horse worming schedule that we recommend:

Horse Worming Schedule	
Month One (January)	A fenbendazole-based product such as Safe Guard.
Month Three (March)	An ivermectin-based product such as Zimecterin Gold.
Month Five (May)	A pyrantel pamoate-based product such as Strongid.
Month Seven (July)	An oxibendazole-based product such as Anthelcide EQ.
Month Nine (September)	A moxidectin-based product such as Quest.

Grooming

STABLE (___) shall or (___) shall not provide reasonable grooming for said horse(s). Fees for such service shall be \$ _____ and (___) shall or (___) shall not be added to and be included within the aforesaid fees.



Training

STABLE () shall or () shall not provide the below listed training for said horse(s). Fees for such service shall be \$_____ and () shall or () shall not be included within the aforesaid fees.

- () Round Pen Work: lunging, learning cues
- () Halter Training: catching, haltering, leading, tying
- () Farrier Training: picking feet, standing still and nicely
- () Trailer Loading
- () Spook Control
- () Riding
- () Performance Enhancement

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. Exercise

The OWNER shall be solely responsible for the exercise of the horse (s) and it is expressly understood by OWNER that the horses () shall or () shall not be turned out to pasture daily.

Further Exercise

STABLE () shall or () shall not provide the added exercise for said horse(s). Fees for such service shall be \$_____ and () shall or () shall not be included within the aforesaid fees.

5. Ownership/Coggins Test

OWNER warrants that it owns said horse (s), that there are no current 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. Veterinary Care

Required veterinary care: Current Deworming, Current Coggins, a typical 5-way immunization injection (Tetanus, Eastern and Western Encephalitis, Rhinopneumonitis, Influenza)

Suggested veterinary care: West Nile, and Strangles

Other specialized veterinary care specific to this horse includes: _____

STABLE reserves the right to charge a \$10/hour service charge to make and attend any call for farrier or vet services.

7. 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.

8. 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.

9. Liability Insurance

OWNER warrants that she 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, in the following amounts:

\$ _____ personal injury, and, \$ _____ maximum per accident; and,

\$ _____ property damage, and, \$ _____ maximum per accident.

10. 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.

11. 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;

Statement of Applicable state equine liability laws; SEE ATTACHED ADDENDUM



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.

12. 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.

13. Assignment

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

14. Notice of Termination

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

15. 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 New York, 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 months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NEW YORK ON THE DATE FIRST SET FORTH ABOVE.

"STABLE"

STABLE AND STABLE OWNER: PAINTED BAR STABLES, ERIKA L. ECKSTROM

STABLE OWNER (SIGNATURE): _____ DATE: _____

ADDRESS: 4093 LAKE AVENUE, BURDETT NY 14818

TELEPHONE: (W) 607-254-8311 (H/C) 607-342-5324

"OWNER"

HORSE OWNER (PRINTED): _____

HORSE OWNER (SIGNATURE): _____ DATE: _____

ADDRESS: _____

TELEPHONE: (W) _____ (H) _____



ADDENDUM

Abandoned Tack and Horses beyond Boarding Term

There shall be no assumed transition period beyond the end of the boarding term. Horses left behind at either the end of the boarding term or the discontinuance of payment for boarding services will be kept for a fixed period of time of 90 days at the horse OWNER'S expense of \$ _____ per month (same as the boarding rate previously paid) until the horse is removed.

Items and tack left behind at either the end of the boarding term or the discontinuance of payment for boarding services will be kept for a fixed period of time of 90 days at the horse OWNER'S expense of \$100 per month until the item is removed.

Stableman's (Agister's) Liens

Upon the occasion that the OWNER of the boarded horse receives services from the STABLE and fails to pay the prearranged fees (i.e. - board, feed, vaccinations, and medical fees incurred) the horse will not be released to the OWNER until funds have been received for services rendered.

An automatic lien will be placed on horses for unpaid board, enabling the STABLE to sell or otherwise dispose of the horses if they remain on the STABLE property after a 90 day period following termination of the boarding agreement. If dues remain unpaid, the OWNER waives any rights that they might have otherwise had under New York State's agister's lien law, enabling the STABLE to take action to sell the horse(s) without having to go through the typical lien sale process.

Transfer of Ownership

Owners of said horse(s) and items will receive one letter monthly for the 90 day period of failure to pay board and/or other incurred expenses. The letter will specify each item and/or horse and state that if the items are not removed within the specified period of time (90 days from first failure of payment), they will become the property of the boarding stable. To minimize the possibility that the former owner can claim lack of receipt of the letter, all letters will be mailed via a method that provides for proof of delivery, such as Federal Express.

After 90 days of failure to render payment for services the STABLE will take ownership of the horse and/or left-behind items unless all past due liens and debt is paid. At this point, all liens will be considered satisfied and any past due debt will be considered null and void. In the case of registered horses, horse OWNER will be required to furnish registration paperwork and sign over a transfer of ownership to the stable, otherwise a transfer of indemnity will be carried out.

Beyond this 90 day period, the former OWNER will have no claims of liens on the previously held possessions and will be revoked from any opportunity for legal clam for "conversion" against the STABLE or the STABLE OWNERS.

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"OWNER"

HORSE OWNER (PRINTED):

HORSE OWNER (SIGNATURE): _____ **DATE:** _____

ADDRESS: _____

TELEPHONE: (W) _____ **(H)**



Horse Information Form

OWNER

Owners Name: _____

Address: _____

Phone: (h) _____ (w) _____ (c) _____

Emergency Contact: _____ Phone: _____

HORSE

Horse's Stable Name: _____ Horse's Registered Name: _____

Reg#: _____ Registration Association: _____

Breed: _____ Sex: _____

Color and Markings: _____

Height: _____ Foaling Date: _____

Sire Name: _____

Dam Name: _____

Date of Arrival: _____ Date of Departure: _____

FEED

Grain: _____ Sweet Feed: _____

Hay: _____ Supplements: _____

Special Instructions: _____

VETERINARIAN

1st Choice: _____ Phone: _____

2nd Choice: _____ Phone: _____

FERRIER

1st Choice: _____ Phone: _____

2nd Choice: _____ Phone: _____

Additional Services Desired:

