

Rocking S Ranch Boarding Agreement

This Equine Boarding Agreement (the "Agreement") is being entered into by, Rocking S Ranch, a New York limited liability company having an address of 2434 state route 205 Mt Vision New York, ("Stable") and

(Name) _____ of (Street address) _____,
(City) _____, (State) _____, (Zip code) _____
("Boarder") as of _____, 20__.

1. Fees and Terms. In consideration of \$375.00 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. The term of this agreement shall be for 30 days commencing on the date set forth above, and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party. Partial month boarding, available in the first month only, shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Late Fees: Boarding fees paid after the seventh day of the current month due will be subject to a late fee of \$20.00. Fees received after the eighth (8th) day of the month will be subject to an additional late fee of \$5.00 per day. There will be a \$30.00 for each returned check.

2. Deposit. A refundable deposit of \$100.00 is required to hold a stall. If Boarder chooses to not bring Horse, no deposit will be refunded.

3. Ownership of/Authority over Horse.

a. 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 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.

b. Identification of Owner of Record if Different Than Boarder. If Boarder is not the owner of record of Horse, the owner of record is:

(Name) _____, (Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____.

4. Identification of Horse. Boarder's horse(s) to be housed by Stable ("Horse" or Horses?):

a. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)
_____ (age)

b. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)

	_____	(age)
c.	_____	(registered name)
	_____	(barn name)
	_____	(breed)
	_____	(sex)
	_____	(age)
d.	_____	(registered name)
	_____	(barn name)
	_____	(breed)
	_____	(sex)
	_____	(age)
e.	_____	(registered name)
	_____	(barn name)
	_____	(breed)
	_____	(sex)
	_____	(age)

5. Boarder's Contact Information.

(Office phone) _____
 (Cell phone) _____
 (Home phone) _____
 (Fax) _____
 (E-mail) _____

6. Stable's Services.

- a.** Stable agrees to provide a stall for Horse which will be mucked daily.
- b.** Horse will be provided with turn-out time at owner's request. However, Stable cannot guarantee a given schedule for turn-out.
- c.** Stable will provide and feed Horse age-appropriate feed and hay. Stable will also feed other supplements or feeds at the request and expense of the Boarder.
- d.** Stable, in its sole discretion, 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 in Stable's sole discretion, Horse becomes a danger to itself or others, Stable shall not be required to muck horse's stall or provide turn-out time.

7. Horse's Physical Condition/Special Care. 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.

Exceptions: _____

8. Horse's Behavior.

Boarder states that the Horse exhibits the following behavioral traits: _____

9. Veterinary Care.

a. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as

Dr. _____,
with _____ (Clinic), at phone numbers
(Office) _____, (Cell) _____,
(Home) _____, and (E-mail) _____.

If Boarder's veterinarian is unavailable or non-responsive for more than two hours, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.

b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Lyme disease, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale.

10. Farrier Care. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier is:

(Name) _____, at phone numbers (Office) _____,
(Cell) _____, (Home) _____, and
(E-mail) _____.

If Boarder's farrier is unavailable and Boarder's horse is in need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

11. Trainer (if applicable). Boarder's trainer is: (Name) _____, at
phone numbers (Office) _____, (Cell) _____,
(Home) _____, and (E-mail) _____.

12. Prohibited Activities. Neither Boarder nor their 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.

13. Authorized Users. Stable has discretion when and under what circumstances to allow Boarder's designated users to have access to Horse and Stable's facilities. Boarder's designated users are:

a. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____
(Relationship to Boarder) _____.

b. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____
(Relationship to Boarder) _____.

c. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____
(Relationship to Boarder) _____.

d. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____
(Relationship to Boarder) _____.

14. RIGHT OF LIEN: OWNER/Boarder 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 (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

15. 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. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. Helmets and Safety Gear. I understand that it is the New York State law that all riders under 18 years of age are required to wear a safety helmet. I also understand 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.

Initial: _____

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.

Initial: _____

c. I am 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.

Initial: _____

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.

Initial: _____

e. 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.

Initial: _____

f. HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless Stable and its members, managers, 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 Boarder's use of 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.

Initial: _____

g. 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, Boarder, or their 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.

Initial: _____

16. Stable's Remedies. If Boarder breaches this Agreement, or if in Stable's sole discretion, Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable may terminate this Agreement immediately by providing verbal or written notice to Boarder of such termination. In the event that Stable terminates the Agreement pursuant to this section, Boarder must remove Horse within one (1) day and if Horse is not removed within one day then Stable may find alternative boarding for Horse. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred. Boarder also agrees to remove all tack and equipment within 24 hours of the equine leaving the property or it will become property of the stable.

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

18. 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: Rocking S Ranch, 2434 state route 205 New York, 13078, (607)437-1514.

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.

19. Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

20. 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.

21. 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.

22. Governing Law and Venue. This agreement shall be governed by the laws of New York. Venue for resolution of disputes shall be proper in Onondaga County, New York State.

BOARDER:

Signed: _____

Name: _____

(printed)

STABLE: ROCKING S RANCH,

Signed: _____

Name: _____

(printed)

