



## BOARD CONTRACT

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between ANDERSON STABLES, LLC and its employees, hereinafter referred to as "Stable" and \_\_\_\_\_, hereinafter referred to as "Owner," and if Owner is a minor, Owner's parent or guardian. Stable agrees to accept Owner's horse \_\_\_\_\_, Reg. No. \_\_\_\_\_ for board, and it is the plan and intention of the Owner to place this horse into full care board. It is understood and agreed that the events or purpose for which the horse as above-described is accepted for board are as follows:

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1. Fees, Term, and Location. Owner shall pay the Stable for professional services and board as described below, the fee of \$\_\_\_\_\_ per month or \$\_\_\_\_\_ per day. All fees for board shall be payable thirty (30) days in advance. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days notice to Owner.

2. Payment of Invoices. Invoices are sent out the last week of every month and are payable by the first of the month (for the upcoming month). Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from Stable's possession until all expenses are paid in full. In the event payment is overdue by seven (7) days, Stable shall be entitled to a 10% late fee. Each additional week of non-payment will incur an additional 5% late fee (compounded). In the event payment is overdue by 30 (30) days, Stable shall be entitled to a lien against the horse and/or equipment stored upon Stable's premises in the full amount due. Enforcement of said lien shall be at the discretion of Stable who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State of Tennessee.

3. Description Of Horse(S)

Name:

Age:

Color:

Registration/Tattoo

Sex:

Breed:

Number (if applicable):

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

Morning Feed:

Evening Feed:

4. Feed. 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).

- Feeding of high-quality grass hay twice daily (maximum of 16lbs a day; additional or other varieties available for an upcharge on an individual basis)
- Pasture turnout \_\_\_\_\_ days/week (max 4 days a week, weather permitting)  
or
- Dry Lot turnout \_\_\_\_\_ days/week (max 4 days a week, weather permitting)
- Basic Grain (morning and evening; owner provided and pre-bagged, minimum two-week supply provided at a time)  
\*\*Stable will store pre-bagged grain; no other grain storage will be provided\*\*
- Blanketing (blankets provided by owner)
- Monthly horse laundry (twice monthly for a \$50 upcharge)

5. Facilities (and use thereof). Stable is a private board and training facility. No outside trainers are permitted on the premises (no exceptions). All riders and observers/spectators shall sign an Anderson Stables, LLC liability release form immediately upon entering premises.

Owner has use of the following:

- Wash Rack
- In-stall crossties
- Farrier Bay
- Dry lot turnouts (1hr max; 30 min if others are waiting)
- Indoor and Outdoor arenas
  - If you or your horse are disruptive or are unable to work with other horses in the arena, you may be asked to leave by Stable or Trainer until lesson or work session is complete.
  - Stable holds the right to close use of arenas for inclement weather, maintenance, or special events.
- Boarder Tack Room
  - One saddle rack
  - Two bridle hooks
  - Two blanket hooks
  - Floor space for groom box and one medium-sized equipment tote
    - If tack room is left unkept, excessively dirty, or disorganized, guilty party will be given one opportunity to correct the issue. A second warning will not be given and a \$50 cleaning fee will be added onto the following month's board.

\*\*Owners are not authorized to ride their horses around or off of the property. Riding is authorized in the arenas or around the outdoor arena (weather permitting) only. At no time are owners permitted to ride a horse off of the property. All horses entering or leaving the property will do so in a horse trailer unless expressly permitted by Stable.\*\*

6. Vaccinations. Upon arrival of horse to Stable proof of current rabies, EEE/WEE, tetanus, West Nile Virus, and flu/rhino vaccinations is required unless written exemption is given by a licensed veterinarian. Proof of Core vaccinations are required once yearly and flu/rhino twice yearly. A negative current Coggins test is required for all horses arriving from out of state. Owners will be offered to join a twice-yearly vaccination clinic managed by Stable. Wormer is

highly recommended for all horses based on fecal tests.

7. Risk of Loss and Standard of Care. During the time that the horse(s) is/are in custody of Stable, Stable shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of Stable, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Stable's premises.

The Owner fully understands that Stable does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner.

The standard of care applicable to Stable is that of ordinary care of a prudent horse owner and not as a compensated bailee. Owner is advised to obtain equine insurance for mortality and/or major medical expenses. Owner agrees provide Stable with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

8. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases Anderson Stables, LLC from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents, or employees.

### **WARNING**

**You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.**

9. Hold Harmless. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable. Stable reserves the right to notify owner within seven (7) days of the horse's arrival if said horse, in Stable's opinion, is dangerous or unhealthy. Upon such

notification, Owner shall immediately quarantine and/or remove said horse immediately and all expenses incurred for the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated.

10. Emergency Care. Stable agrees to attempt to contact Owner should Stable determine veterinary treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner; Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

Stable shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Stable is instructed herein by Owner or on Owner's Information Sheets, that the horse(s) is/are not surgical candidates.

Initials: \_\_\_\_\_

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

11. Limitation of Actions. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

12. Changes or Termination of This Agreement. It is agreed by the Parties that this Agreement may be changed or terminated by Owner or Stable upon thirty (30) days notice, regardless of the board period. In extreme cases, Stable reserves the right to terminate this contract (effective immediately) and remaining board balance will be refunded to the Owner. All notices must be issued in writing unless otherwise agreed upon by the parties.

13. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

14. Right of Lien. The Owner is given notice that Stable has a right of lien as set forth in the laws of the State of Tennessee, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of

\$500.00 will be assessed.

15. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Stable and shall be enforced and interpreted in accordance with the laws of said State. **Stable reserves the right, in their sole professional judgement, in their own sole discretion, to terminate any contract/relationship for any or no cause.**

16. Enforceability of Contract and Severability. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT)

By \_\_\_\_\_  
OWNER'S PARENT OR GUARDIAN (IF  
OWNER IS A MINOR)

By \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Special Instructions To Stable:

Description Of Horse(S)

Name:

Age:

Color:

Registration/Tattoo

Sex:

Breed:

Number (if applicable):

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

Morning Feed:

Evening Feed:

Description Of Horse(S)

Name:

Age:

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