

# Horseplay Equestrian Center

## Boarding Contract

Contact: *Cyndy Emond* (808) 345-4696 Owner/Manager

THIS HORSE BOARDING CONTRACT is made on \_\_\_\_\_, 2009, between Cyndy DeMeter dba HORSEPLAY and \_\_\_\_\_ (Owner/ Agent).

Owner/Agent Name \_\_\_\_\_

Name of Horse: \_\_\_\_\_

Registered Name of Horse: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

Owner/Agent Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Insured ? \_\_\_\_\_ Declared Value: \$ \_\_\_\_\_

Condition, Obvious Defects or Special Remarks: \_\_\_\_\_

Special Medical Instructions: \_\_\_\_\_

Veterinary Care Provider: \_\_\_\_\_

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

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

### BOARDING FEES:

1. All new horses must show current record of worming and vaccinations in writing to the farm manager.
2. HORSEPLAY shall provide choice of available feeds twice daily. Stall and paddock turnout on a rotational basis with turnout minimum 2 hrs per day, 5 days per week. Ground and fencing conditions to be inspected by owner/agent and approved for all conditions of safety. Should a horse need stall confinement, arrangements will be made at owner/agent's request based on availability. Additional charges for increased labor may apply.
3. OWNER/AGENT agrees to pay HORSEPLAY \$675.00 per month from \_\_\_\_\_ until further notice. All fees are to be paid in advance directly to HORSEPLAY on the first day of each month until this Boarding Contract is terminated. Boarding Fees become delinquent after 7 (seven) days and are subject to a \$35.00 late charge, and interest at 1.5% per month. Returned check fees are \$40 per occurrence.
4. Boarded horses will not be allowed to leave premises unless a 30 day advance written notice is given and all bills have been paid in full. No stall credit is given when a horse is absent from the Horseplay premises. Board may be prorated when notice is given 30 days in advance.

**5. IF THE HORSE BECOMES ILL OR IS INJURED, the owner / agent shall be notified at the above telephone numbers for instructions. If owner cannot be informed or does not answer the notice and the horse's health requires immediate action, HORSEPLAY shall reserve the right to use its best judgment regarding measures to be taken in the health and welfare of the horse.**

**\*ANY MEDICAL FEES INCURRED SHALL BE PAID IN FULL BY THE OWNER/AGENT OF SAID HORSE. HORSEPLAY SHALL HAVE NO LIABILITY THEREOF FOR THE OUTCOME OF THE TREATMENT.**

**6. HORSEPLAY, It's agents, and it's employees shall not be liable for any damage which may occur from any cause or as a result of fire, theft, running away, state of health, Injury to person, horse, or property.**

**7. OWNER / AGENT of said horse agrees to abide by all of the rules and regulations of HORSEPLAY. No horse will be allowed to be removed from the stable unless the bill is paid in full.**

**8. OWNER / AGENT agrees to keep all immunizations and worming current and to make sure that the horse is kept in good health. If said horse is not being properly taken care of, HORSEPLAY reserves the right to ask you to leave within 7 days of notification. If requested, HORSEPLAY will include worming of Owner's horse on a 60-day rotation for an additional fee.**

**9. OWNER /AGENT agrees to assume all responsibility and risk arising out of engaging or participating In equestrian activities or for the loss of property at HORSEPLAY and hold it's instructors, trainers, assistants, working students and all employees harmless from all damages or liability for any Injury to person, horse or property arising for any reason whatsoever.**

**10. IN THE EVENT OF NON-PAYMENT, HORSEPLAY may exercise it's lien rights and 10 (Ten) days after written notice to the owner/agent at the address above Horseplay will initiate the process to dispose of said horse for the unpaid charges at private or public sale and the owner waives all other legal notice. OWNER / AGENT hereby agrees that, under these conditions, OWNER/ AGENT will turn over all legal papers on the horse properly signed. In the event that sale does not secure a price sufficient to pay costs and charges, the OWNER / AGENT shall be liable for the difference.**

**11. OWNER / AGENT AGREES: Any damage to premises or property caused by horse, owner/agent or guests of owner/agent will be the financial responsibility of the owner/agent. HORSEPLAY will bill owner/agent for time, materials & other costs incurred for repairs & replacement of damaged property.**

**12. All riders under 18 years must wear an ASTM/SEI approved riding helmet when riding. All riders must maintain personal medical injury insurance on themselves and liability insurance on their horse (Referrals provided upon request).**

**13. No jumping will be allowed without an attendant approved by Horseplay management. Use of Horseplay equipment & jumps is subject to approval by Horseplay management.**

**14. Good sportsmanship and humane treatment of animals is expected at all times.**

**15. Horseplay reserves the right to terminate this contract at any time for cause.**

**I have read this agreement and agree to all terms and conditions therein.**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.**

**Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_**

**OWNER / AGENT**