



EQUINE PARTIAL BOARDING AGREEMENT

This Equine Boarding Agreement (the "Agreement") is being entered into by:

Graceland Ranch:
7373 Palmer Blvd.
Sarasota, FL 34240

Here after referred to as "Stable"

And:

Name _____

Mailing Address _____

City State Zip _____

Phone Number _____

Hereafter referred to as "Boarder"

As of _____, 200__.

1. Term. The term of this agreement shall be for one (1) year 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.

2. Identification of Horse. Boarder's horse(s) to be housed by Stable **

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

b. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)
_____ (age)
_____ (Coggins number)

Additional Horses to be listed in a separate enclosure

3. Boarder's Contact Information.

Name _____

Mailing Address _____

City State Zip _____

Phone Number _____

Cell Phone _____

Emergency Contact Name Phone Number _____

Veterinarian Name and Contact Number _____

Farrier Name and Contact Number _____

Trainer Name and Contact Number _____

Level of experience with horses in general _____

Level of experience with this Horse _____

4. 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 _____

Mailing Address _____

City State Zip _____

Phone Number _____

5. Boarding Fee. The fee for **Partial Board** is \$300.00 per month and is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a \$10.00 late fee, plus \$5.00 in late fees for each additional day on which Board remains unpaid past 30 days. There will be a \$35.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

a. All checks are to be made payable to: **RECC**, and may be mailed to:
3560 Bee Ridge Road, Sarasota, FL 34239

6. Deposit. A refundable deposit of \$150.00 is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder choose to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded. Damages to Stable, its facilities and equipment in excess of the deposit will be paid in full by the Border upon receipt of a bill.

7. Stable's Services.

a. Stable agrees to provide a 1/2 acre turn out with a 12 x 12 shelter.

b. 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.

c. Use of Arena:

- 1.** General riding includes the use of the main arena and barn area only.
- 2.** Boarders are not permitted use of any of the rodeo equipment, including, but not limited to the arena shoots.
- 3.** When the Stable is sponsoring or holding any type of event, the arena will be closed to general riding. All event dates will be posted near the Stable office.

8. 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. Border must provide Stable with proof of negative Coggins and up to date vaccines upon entering this agreement.

Exceptions: _____

9. Horse's Behavior. Except as specified in this section, to Boarder's knowledge Horse currently exhibits none of the following behavioral issues: biting, kicking, striking, spooking, lying down with a rider on its back, bucking, pulling back when tied, bolting, spinning, rearing, barn or herd sourness, head shyness, refusal to jump, "cinchiness" (sensitivity to being cinched up or having the girth tightened), problems loading into a trailer, problems standing for the farrier or vet, problems being bathed, clipped or trimmed, stall weaving, stall kicking, cribbing or "wind sucking."

Exceptions: _____

10. Hours of Visitation/Access to Horse. Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule: 6AM to 8 PM daily and after hours with a 30 minute notice.

11. 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, listed at the top of this agreement. If Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian. The Boarder will be fully responsible for all veterinarian charges so incurred. There is a \$5.00 fee to hold Boarder's horse for veterinary care.

b. Boarder agrees to provide Stable with written summary of all veterinary services provided to Boarder's horse(s) at time of care.

c. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Rhino/Flu, tetanus, EEE & EEV, rabies, and any and all other worming or vaccinations as may be prescribed by attending veterinarian.

d. Boarder agrees to provide Stable with written statement of monthly or tri-monthly wormings of horses, including product used and date administered. If Stable does not receive written statement within 5 days of worming due date, Stable will administer the medication, and bill the Boarder for the product cost plus \$5.00 Stable fee.

e. Boarder agrees to provide Stable with written statement of all vaccinations administered to horse. This includes, but is not limited to, copy of current negative Coggins test. If Stable does not receive written statement within 10 days of vaccination due date, Stable will contact Boarder's veterinarian.

12. 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 listed at the top of this agreement. Boarder's farrier shall have access to Stable and Horse during normal Hours of Visitation. 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. There is a \$5.00 charge to hold Boarder's Horse for farrier care.

a. Boarder agrees to provide Stable with written statement of all farrier procedures on horse(s).

13. Trainer. Boarder's trainer is listed at the top of this agreement and shall have access to Stable and Horse during normal Hours of Visitation.

14. Prohibited Activities. Neither Boarder nor their guests or agents shall feed, turnout, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without written permission of Stable or that horse's owner.

15. Authorized Users. Stable has discretion when and under what circumstances to allow Boarder's designated Users or Guests to have access to Horse and Stable's facilities. Boarder's designated users or guests will be required to fill out an information and release of liability sheet prior to having access to the Stable. It is the Boarder's responsibility to ensure the sheet is filled out and given to the Stable for each user or guest.

16. 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 or YOUR PET'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 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. All riders under the age of 18 MUST wear a riding helmet and other appropriate gear such as jeans and boots.

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 can not 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 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: ____

17. Stable's Remedies. If Boarder breaches this Agreement, if 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 reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all transportation and alternative boarding charges so incurred.

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

19. Notice.

a. Notice to Stable. All notices must be in writing and delivered to Stable at the mailing address provided, in a manner which provides proof of delivery.

b. Notice to Boarder. All notices must be in writing and delivered to Boarder at Boarder’s mailing address listed above in this agreement, in a manner which provides proof of delivery.

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

21. 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.

22. 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.

23. Governing Law and Venue. This agreement shall be governed by the laws of Florida. Venue for resolution of disputes shall be proper in Sarasota County, Florida.

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

BOARDER:

Signed: _____

Print Name: _____

Date: _____

STABLE:

Signed: _____

Print Name: _____

Date: _____