



THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20__ made by and between Stable Days Youth Ranch, also known as Stable Days East (SDE), hereinafter referred to as 'STABLE', providing services as an independent contractor, located at:

SDE 35902 210th Street So. West, Fisher, MN 56723

Boarder Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____ Emergency phone: _____

Hereinafter referred to as 'OWNER' of the hereinafter-described horse.

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

STABLE Hours of Operation:

Monday – Saturday 10:00 AM - 9:00 PM

Sundays Noon – 9:00 PM

*Arrangements can be made to be at the facility during our closed hours if the needs of your horse warrant such arrangements.

1. Fees, Term and Location

\$225.00 Paddock Board

\$300.00 Cold Stall Board

\$350.00 Heated Stall Board

In consideration of \$ _____ per horse per month paid by OWNER in advance on the **FIRST** day of each month, STABLE agrees to board the herein described horse on a month to month basis commencing _____, 20__.

Board is always due on the first day of the month and is considered late after the fifth day of the month. After 5pm on the fifth a \$5 per day per horse late fee will be accessed. If board remains past due, on the 60th day legal action will be taken. (Additional details can be found in the Right of Lien section)

Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

2. Description of Horse

Name: _____ AGE: _____ Color: _____
Sex: _____ Breed: _____
Registration/Tattoo Number (if applicable): _____

Value of Horse: \$ _____ (If valued at over \$5000.00 an equine appraisal is required)

3. Feed and Facilities

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and wellbeing of the animal.

Outside Boarders, paddock # _____
Stall # _____ Heated / Non Heated
Turn-Out in paddock # _____ on a daily basis
**Turn out location may change as deemed necessary by the SDE staff.*

Oats are available at no additional cost (n/a paddock boarders) up to 1 scoop 2x daily. OWNER is responsible for listing this with feed directions.

OWNER is responsible for supplying any and all additional supplements. Arrangements can be made with STABLE, at no extra charge, to feed additional supplements up to 2 times per day.

OWNER is responsible to update all feed boards and stall cards.

Shoeing, Hoof Trimming

STABLE _____ will or _____ will not agree (s) to provide the necessary shoeing and trimming 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 will notify all OWNERS of dates when our choice of Farrier will be on location. OWNERS are free to make their own arrangements as needed.

De-Worming

STABLE _____ will or _____ will not agree (s) to provide the necessary quarterly de-worming of the horse. Provided however, such expense for same shall be the obligation of OWNER here under. 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.

Special Instructions to STABLE

Furthermore, it is expressly recognized and understood that the boarding of said horse, 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. Grooming and Exercise

The OWNER shall be solely responsible for the grooming and exercise of the horse. Grooming and exercising can be contracted. See boarders Service Menu.

5. Ownership/Coggins Test and Vaccinations

OWNER warrants that it owns said horse, that there are no liens against said horse, express or implied by law, and will provide prior to time of delivery of said horse, to STABLE, proof satisfactory of a negative Coggins test and proof of current vaccinations within the twelve month period immediately preceding delivery of the horse to STABLE.

STABLE agrees to organize Veterinary visits each spring and fall.

6. Risk of Loss

During the time that the horse 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 not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is/are in the possession of STABLE, are to be borne by OWNER.

7. 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. OWNER agrees to that all riding by them and any guests is done AT YOUR OWN RISK.

8. Liability Insurance

It shall be the OWNER's sole responsibility to provide liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

9. 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, 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 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. 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.

Continued Risk and Assumption:

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

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 Stable Rules. 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 or partial payment shall not constitute a waiver of subsequent due dates or determinations of default

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

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 Minnesota, 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 after two (2) months of non-payment or partial payment and STABLE and after three (3) months of non- payment or partial payment has the right then sell the horse to recover its loss .

Mediation/Arbitration by Equine Dispute Resolution Service In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Minnesota.

_____ I have received, read, understand and agree to the **SDE Safety and Stable Conduct Rules**

Executed at _____ on the date first set forth above.

"STABLE" By: _____ Date: _____

"Owner" By: _____ Date: _____