



The Stables at Eagle Mountain

CO-OPERATIVE BOARDING AGREEMENT

This Equine Boarding Agreement (“Agreement”) is made this _____ day of _____, 20____, by and between Sanctuary Herbals, Inc. (“Stable”) and _____ (“Owner”).

Pursuant to the following terms and conditions, Stable agreed to provide board and care for the horse(s) described in Paragraph 2.

WARNING

Under Georgia 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, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

Paragraph 1 – Owner Information

Owner hereby warrants that he/she is the lawful owner or lessee of any horse listed in Paragraph 2, and has the right to enter into this contract for board and care. Owner also warrants that there are no liens or mortgages against any horse except as provided in Paragraph 2:

Name of Owner: _____

Address: _____

Telephone Number: (home) _____ (work) _____
(cell) _____

Email Address: _____

Emergency Contact: _____ Phone: _____

Describe your experience with horses: _____

If you are inexperienced, will you agree to attend the next available series of **HorseSense** Horse Care Clinics offered by The Stables (or any comparable Horse Management course of study)? no yes; initials _____

Date Completed: _____ Stable Initials: _____

Paragraph 2 -- Horse Information

The horse(s) to be boarded under this Agreement are as follows:

Horse #1

Name of horse _____ as listed on Coggins Barn name _____ Date of Coggins: _____

Registration Number _____ Association _____

Insurance information: _____ Lien information: _____

Date of birth/age: _____ Sex: _____ Color and breed: _____ Markings: _____

Height: _____ Weight: _____ Body condition score: _____

Date of last worming: _____ Dewormer used: _____ Do you rotate dewormers? no yes, frequency: _____

Does your horse have a history of colic? no yes, frequency: _____

In the event of an emergency, do you authorize Stable to procure surgery for this horse, in agreement with Paragraph 8? Yes

No *Initials* _____

The horse will use the following local equine professionals:

Veterinarian: _____

Phone: _____

Emergency Ph: _____

Other: _____

Phone: _____

Emergency Ph: _____

Farrier: _____

Phone: _____

Emergency Ph: _____

Other: _____

Phone: _____

Emergency Ph: _____

Current feed and schedule:

Type/Amount of Hay or Forage: _____ When Fed: _____

Brand Name/Amount of Grain: _____ When Fed: _____

Type/Amount of Supplements: _____ When Fed: _____

Special feeding care required: _____

Describe your horse's recent turnout schedule: _____

Does your horse have any special turnout requirements? no yes _____

Dangerous propensities/known vices: _____

Describe your horse's behavior in a herd: _____

Ground manners: _____

Stall manners: _____

Training/Show Experience: _____

Paragraph 3 -- Services Provided by the Stable

(a) **Basic Services** -- The Stable shall provide the following items to the Owner:

- One stall per horse
- Tack room or stall space for personal supplies
- Feed room space for feed
- Hay storage space
- Bedding storage space
- Parking space for one horse trailer per Owner, except as agreed upon by Stable
- Pasture turnout space, according to the limitations provided in Paragraph 10
- Use of facilities as provided in Paragraph 9

(b) **Additional Services and Special Instructions** – Stable shall provide additional services as mutually agreed upon by Stable and Owner. These services may not be included in the Basic Boarding Fee provided in Paragraph 3, and shall be charged to the Owner as follows:

Extended Care Program: includes administration of deworming program, scheduling routine farrier and/or veterinary care, and remaining on premises during farrier or veterinarian visit as agreed upon with Owner.; \$50.00 per month; *initials* _____

convalescent care, including bandaging, therapy, or administering medications, as agreed upon with Owner, administered by Stable and billed to owner; \$10.00 per day; *initials* _____

weekly exercise program, as agreed upon with Owner; \$20.00 per session; *initials* _____

other:

_____ \$_____ per _____; *initials* _____

Paragraph 4 -- Fees and Payment

Payment of the Basic Boarding Fee of \$150.00 per month is due on or before the 5th of the month without notice or invoice. This Basic Boarding Fee can be changed at any time after this Agreement has been in effect for one year by providing thirty (30) days written notice in advance to Owner. Additional services that have been provided pursuant to Paragraph 3(b) or at the request of the Owner shall be invoiced and shall be paid within ten (10) days of the receipt of invoice. Owner shall directly pay the provider for any services received under Paragraph 8 and Owner shall indemnify Stable for the cost of any of these services. Any payment not made when due or received by the fifth of the month shall be subject to a **\$25** late fee. Any check returned by the bank to Stable for insufficient funds shall be subject to a **\$50** fee. In the event that the Basic Boarding Fee or any other fee remains unpaid thirty (30) days after it is due, Stable shall have the right to terminate this Agreement by providing written notice to Owner that Agreement has been terminated. Stable shall have a lien against any and all horses boarded by Owner for any unpaid fee. In addition to any other remedy prescribed by law, Stable shall have the right to retain any and all horses of the Owner without legal proceedings until any lien is paid in full. Stable shall be entitled to all cost of collection and/or lien foreclosure, including reasonable attorney’s fees.

Paragraph 5 -- Status of Horse and Vaccinations

Owner warrants that to the best of his/her knowledge any horse boarded pursuant to this Agreement is in good health and condition and is free from exposure to any contagious or infectious disease, and Owner agrees to notify Stable as soon as possible of any changes in the above. Any horse boarded under this Agreement shall be current on tetanus, rabies,

sleeping sickness (EEE and WEE), rhino, flu, and strangles vaccinations. Before a horse may be unloaded at the Stable, Owner must provide

1. documentation by a licensed veterinarian that any horse is current on tetanus and rabies vaccinations
2. documentation by a licensed veterinarian OR by purchase receipt from veterinary supply company that the horse is current on other vaccinations as specified above
3. a current original negative Coggins test

Owner is responsible for arranging and providing all regular and necessary veterinary care, including dental care, and any regular and necessary farrier care for any horse boarded under this Agreement.

Paragraph 6 -- Care of the Horse

Owner assumes full responsibility for the care of any horses covered by this Agreement. Owner may enter into private contracts with others to share the maintenance responsibilities for his horse. However, the Stable shall not be held liable for any actions or results of any such private contracts. Owner agrees that care of the horse includes:

- providing hay, grain, and necessary supplements in secure storage containers
- providing and maintaining all tack and equipment necessary to feed and care for the horse
- feeding and watering the horse on a daily basis
- providing stall bedding sufficient to maintain a dry surface underfoot
- removing manure and soiled bedding on a daily basis
- grooming the horse on at least a weekly basis
- blanketing the horse as needed
- deworming the horse on a regular basis
- providing and maintaining an equine first aid kit, including bandaging supplies fitted to the horse
- providing routine farrier, dental and veterinary care
- maintaining current Coggins and vaccinations as provided in Paragraph 5
- exercising the horse on at least a weekly basis
- providing all necessary trailering

Should the Stable, in its sole discretion, determine that Owner's horse has not been fed or watered, or that the horse's stall has not been cleaned, for more than two (2) days, Owner shall receive a written warning documenting Owner's failure to properly care for the horse. Any further failure to feed or care for the horse shall, at the discretion of the Stable, result in the termination of this Agreement and the immediate removal of Owner's horse from the property. Owner further agrees to maintain, on the barn premises, a Horse Record Book for any horse under this Agreement containing current information about feed, farrier, deworming, veterinary and other information necessary for the care of the horse, as requested by the Stable. The purpose of the Horse Record Book is to provide the Stable with necessary information to care for the horse in the event of an emergency, and to provide consistency in the horse's care should the Owner be unable to care for the horse himself. Owner also shall be required to provide Stable with an original current negative Coggins test at all times.

Paragraph 7 -- Horse Safety and Risk of Loss

Owner shall inspect his horse carefully on a daily basis to check for injuries or illness. Owner shall take prompt appropriate action in the event of illness or injury to the horse. Stable shall not be liable for any sickness, disease, theft, injury, disability or death of any horse boarded under this Agreement. Owner acknowledges that Stable does not carry any insurance on any horse boarded under this Agreement. Stable shall not be liable for the loss of any personal property of Owner left on the premises. Owner assumes the risk of any loss or damage to the person or property of others caused either by any horse boarded under this Agreement or the actions of Owner or Owner's guests, while on the premises. Owner agrees to indemnify and hold Stable harmless against any and all claims, including reasonable attorney's fees.

Paragraph 8 -- Emergency Care

In the event that the Stable, in its sole discretion, has reason to believe that any horse is in need of emergency care, the Stable will immediately contact the Owner. In the event that Stable is unable to reach Owner, Stable will contact the

-- BARN RULES --

GENERAL RULES, BARN MANNERS, AND THE USUAL COMMON-SENSE INSTRUCTIONS

No smoking in or around the barn. You can smoke in the parking area, but must clean up all cigarette butts.

No alcohol, illegal drugs, or guns allowed on the property. Ever. Not even once.

Your original Coggins must remain at your horse's residence at all times. We will happily provide you with copies of your Coggins for local trailering. Original Coggins are kept in your tack stall; if you must take your original for some reason, please be sure to return it to your horse's stall when you return. If you lose your original Coggins, you will have to drag out your vet to replace it immediately.

The bathroom in the barn is available to anyone who needs it, provided they don't make nasty messes.

Be sure to keep all feed containers securely closed, and sweep up any spilled grain to deter critter invasions.

Don't use other boarders' feed/hay/tack/grooming supplies/etc. without first obtaining their permission. If you do borrow somebody else's stuff, etiquette requires you to return/replenish it promptly.

If you can't stand the idea of other people touching your stuff, get a tack locker. And a lock.

If you break it, you fix it or replace it.

RIDER SAFETY

All riders under the age of 18 **MUST** ride with an ASTM-SEI approved helmet - no exceptions! Adult riders are encouraged, but not required, to use helmets when they ride, provided they have signed a release. Adults who are jumping or riding really fast should have a helmet no matter what. Anyone doubting the necessity of a helmet is invited to watch our video, "Every Time, Every Ride", starring several paraplegic former riders.

Smart riders wear barn-safe boots or sturdy shoes that cover the toes, no really loose clothing, no dangling jewelry (except small earrings), long hair tied back securely, riding gloves when it's cold, and plenty of sunscreen when it's hot.

For your own protection, please don't ride alone. Make sure that someone else will be on the premises to provide bandages and sympathy - or to dial 911 -- in case of an accident.

Check that girth or cinch! In fact, do a safety check of all your tack before you step up into the saddle.

Keep your tack clean and in good repair. Riding with unsafe tack is really dumb.

-- BARN RULES --

HORSE CARE AND SAFETY

Use a quick-release knot to tie your horse's lead rope. If you don't know how, ask for a free lesson.

Horses may not be tied in the barn aisle and left unattended for more than a minute or two. If you need to answer an urgent summons elsewhere, put your horse back in his stall.

We encourage you to use leather halters and breakaway nylon halters with leather straps, which are safer for panicked horses than all-nylon halters.

Keep your Horse Record Books updated so that we can take care of your horse properly in an emergency. This will also help anyone who needs to care for your horse when you are unable to do so.

Stalls must be mucked out daily to remove poop and wet bedding. Used bedding should be hauled out of the barn to the manure pile in a timely manner. Any manure or bedding dropped on barn floor should be cleaned up promptly, before I step in it.

GUESTS AND OTHER VARMINTS

All guests must sign an equine liability release form before they may ride on the premises. No release, no ride.

If your guests are slob, please clean up after them as required.

No dogs allowed on the premises unless firmly attached to a leash which is firmly attached to YOU.

Check to make sure your guests are wearing barn-safe footwear. If not, please keep them out of the barn and paddocks when the horses are present, or else accept responsibility for their smashed toes and exorbitant doctor's bills.

Young children must remain under adult supervision at all times. Keep their little feet away from big horse feet. Teach them to approach a horse safely, to have a healthy respect for the hind end, and to never startle a horse with sudden movements or loud noises. Children who cannot be trusted to act safely around the horses will be shot. (Just kidding. Probably.)

OUR BEST ADVICE: BE NICE, BE SAFE, BE HAPPY.