

The Law Offices of Bing I Bush located in San Diego, CA and Lexington, KY, as a service to our clients offers some of the most commonly used forms for use as "boiler plate" documents. These forms are obtained from various sources and we strongly recommend you confer with counsel to insure this document is appropriately reviewed to meet your legal needs. For more information go to [www.horselawyers.com](http://www.horselawyers.com), or call 800.745.9336.

## BOARDING AGREEMENT

This Agreement is made between \_\_\_\_\_ (hereinafter referred to as "Stable") and \_\_\_\_\_ (hereinafter referred to as "Owner"), owner of horse(s) described in Paragraph 3.

### **1. Fee:**

(A) In consideration of \$\_\_\_\_\_ per horse per month paid by in advance on the first (1<sup>st</sup>) day of each month, Stable agrees to board said horse beginning \_\_\_\_\_ on a month-to-month basis. In the event payment is not received by Stable by the Tenth (10<sup>th</sup>) day of each month, late fees will accrue in the sum of five dollars (\$5.00) per day until full payment plus late fees accrued are paid in full.

(B) Options to the basic fees paid in a timely fashion are available as listed below. Each additional requested service must be circled and initialed by Owner. The options can be changed at any time Stable receives written notice from Owner. The fees are subject to change given thirty (30) days written notice by Stable.

- |           |          |
|-----------|----------|
| (1) _____ | \$ _____ |
| (2) _____ | \$ _____ |
| (3) _____ | \$ _____ |

### **2. Right of Lien:**

Stable has the right of lien as set forth in the law of this State of California for the amount due board and late fees and additional agreed upon services; and shall have the right, without due process of law, to retain said horse until the indebtedness is satisfactorily paid in full.

### **3. Description of Horse:**

Name: \_\_\_\_\_

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

Color/Markings: \_\_\_\_\_

Height: \_\_\_\_\_ Tattoo: \_\_\_\_\_

### **4. Special Instructions**

Stable agrees to provide normal hay, stall, or pasture and to follow the special instructions of Owner below:

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

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**5. Turn Out Care/Exercise/Training:**

Owner will be expressly responsible for all grooming, care, turn out, exercise, or training, unless the option above (par. 1) is circled. If Owner does not give the horse adequate grooming, care, turn out exercise or training, Stable may, but is not obligated to, provide necessary care within Stable's discretion, at Owner's expense.

**6. Shoeing/Deworming:**

Stable agrees to implement a shoeing and deworming program, consistent with recognized standards. Owner is obligated to pay the expenses of such services, including a reasonable stable charge. Such bill shall be paid within fifteen (15) days from the date it is submitted to Owner by the vendor or within five (5) days from the date it is submitted by Stable.

**7. Emergency Care:**

If emergency treatment is needed, Stable may attempt to contact Owner but in the event Owner is not reached, Stable as the authority to secure or emergency veterinary, farrier and/or other care, however, Stable has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. Stable is authorized as Owner's agent to arrange billing to Owner.

**8. Ownership /Coggins Test/Health:**

Owner warrants that he/she owns the horse and there are no liens, or encumbrances on the horse. Also, Owner will provide , prior to delivery, proof of a negative Coggins test to Stable. Further owner warrants that the horse has no known medical conditions, allergies, or contagious disease at the time the horse enters the property.

**9. Property Damage:**

Owner agrees to pay for damage to stalls, or other property caused by Owner's horse(s), over and beyond normal wear and tear.

**10. Risk of Loss:**

While the horse is boarded at Stable, Stable shall not be liable for any injury, sickness, death or theft suffered by the horse. Owner fully understands that all risks are assumed by Owner. Owner agrees to hold Stable harmless from any loss or injury to said horse(s). All costs, no matter how catastrophic, connected with boarding or for any other reason for which the horse is on the premises of Stable, are to be borne by Owner.

**11. Hold Harmless/Defend/Indemnify:**

Owner agrees to hold harmless, defend, and indemnify Stable and/or any of Stable's agents, contractors, employees for any claim or action resulting from any accident, injury, death, or property damage to any person, or property arising from any equine – related activity to the absolute fullest extent permitted under the laws of the State of California.

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**12. Termination/Removal of Horse**

Either party may terminate this Agreement given thirty (30) days notice to the other. In the event of "good cause," Stable may terminate this Agreement with 48 hours notice. "Good cause" includes but is not limited to any breach of this Agreement, or failure to abide by Stable Rules.

Under any circumstance, including short-term removals and permanent removal of Owner's horse(s) from Stable property, Owner shall first give 24 hours notice to Stable.

**13. Attorneys' Fees/Costs:**

In the event of a default, or in the event Stable must retain an attorney to enforce the terms of this Agreement, Stable shall have the right to recover attorney's fees and costs from Owner.

**14. Successors/Assigns:**

Owner cannot assign this agreement unless Stable agrees in writing. The terms, conditions and covenants of this agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

**15. Severability:**

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid, or illegal.

**16. Governing Laws:**

Any dispute concerning this agreement shall be resolved in accordance with the laws of the State of California.

**17. Notices:**

Whenever under this Agreement a provision is made for any demand, notice or declaration of any time, it shall be in writing and served either personally or send by U.S. mail, postage prepaid, addressed at the addresses as set forth below:

TO THE STABLE AT:

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TO THE OWNER AT:

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**16. Incorporation of Prior/Concurrent Agreements:**

This Agreement contains all Agreements of the parties with respect to any matter mentioned herein. Neither prior nor concurrent Agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified only in writing, and assigned by the parties in interest at the time of such modification.

**EXECUTED BY:**

**STABLE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number