

RMR HORSE SANCTUARY

BOARDING AGREEMENT

THIS AGREEMENT is hereby acknowledged, dated _____ made by and between **RMR Horse Sanctuary**, hereinafter referred to as "STABLE", providing services as an independent contractor, located at Red Mule Road, Fiddletown, California and (Owner's name) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this **AGREEMENT**.

1. FEES, TERMS AND LOCATION

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 (s) on a month to month basis commencing _____, 2008. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

Name: _____.

Age: _____ **Color:** _____ **Sex:** _____

Registration/Tattoo _____ **Breed:** _____

Name: _____.

Age: _____ **Color:** _____ **Sex:** _____

Registration/Tattoo _____ **Breed:** _____

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Pasture horses will be fed alfalfa and/or grass hay twice daily unless other feeding arrangements have been agreed upon when the pasture grass is insufficient.

4. ROUTINE FARRIER AND VETERINARY CARE

You are required to provide the necessary routine farrier and veterinary care of the horse as is reasonably necessary. Such expense for same shall be the obligation of OWNER hereunder.

The STABLE policy asks that OWNER (S) remove horse's shoes prior to arrival unless medically required to prevent lameness.

Upon arrival of horse to STABLE proof of current worming, tetanus, sleeping sickness, and influenza vaccinations is required. Vaccines against West Nile Virus and Strangles are recommended but not required.

A negative current Coggins test is required for all horses arriving from out of state

5. RISK OF LOSS

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

6. 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.

Please note that it is a requirement for all OWNERS and GUESTS to sign the separate HOLD HARMLESS agreement upon arrival to STABLE .

7. 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 (s), 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 and/or blacksmith care, and 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 (s). 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.

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.

8. DEFAULT

Either party may terminate this **AGREEMENT** for failure of the other party to meet any material terms of this **AGREEMENT**. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. 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 payment shall not constitute a waiver of subsequent due dates or determinations of default.

9. NOTICE OF TERMINATION

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

10. 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 California 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 (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of California.

Executed at _____ on the date first set forth above.

By: _____
RMR Horse Sanctuary

By: _____
(O w n e r ' s S i g n a t u r e)

Owner's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Day Phone : _____

Cell Phone : _____

Evening Phone : _____