



## BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_; entered into by and between The King's Arena of ChristAM LLC, hereinafter referred to as "**STABLE**", providing services as an independent contractor, located at 50 Foothills Lane, Great Falls, MT 59405 and (Owner's Name) \_\_\_\_\_ residing at (Owner's Address) \_\_\_\_\_,

hereinafter referred to as "**OWNER**". The 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, STABLES agrees to board the herein described horse(s) on a month to month basis beginning \_\_\_\_\_, 20 \_\_\_\_\_. Partial months boarding shall be paid on a pro-rata basis on the numbers of days boarded in a 30 day month. Boarding price is subject to change.

**Late Fees:** Boarding fees paid after the fifteenth day of the month due will be subject to a late fee of 15%.

### 2. DESCRIPTION OF HORSE(S)

Horse's Name:

Age:

Color:

Registration/Tattoo:

Sex:

Breed:

Number (if applicable):

Insurance Carrier, Policy Number and phone number of Insurance Agent:

### 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).

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### 4. VACCINATIONS

Upon arrival of horse at STABLE, proof of current tetanus, sleeping sickness, an influenza vaccination is required. Owner agrees to vaccinate annually and worm on a routine basis and will show proof to STABLE of doing so. A negative current COGGINS test is required for all horses.

### 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 cause at receive while on STABLE's premises. OWNER fully understand 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 of 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 the responsibility of the OWNER.

## **6. HOLD HARMLESS**

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury cause 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.

## **7. LIABILITY INSURANCE**

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

## **8. 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 farrier 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.

## **9. STABLE RULES**

Owner hereby acknowledges receipt and understanding of the current STABLE rules, which are incorporated herein by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these rules, and accepts responsibility for the conduct of his guests and invitees according to these rules. OWNER acknowledges the rules including but are not limited to:

1. Always clean up after your and your horse: manure, hair, etc., this includes any manure left behind in the arena from your horse.
2. Please check the calendar to find out when open riding is available at the arena. King's Arena events, practices and trainers have first priority for the use of the arena/s.
3. Everyone must sign a release of liability form before participating in a King's Arena event.
4. All guests must sign a Release and Hold Harmless Agreement form before riding at the King's Arena facility.
5. All dogs must be on a leash when on the premises of the King's Arena.

STABLE may revise these rules from time to time and OWNER agrees that any revision shall have the same force and effect as the current rules. Failure, as determined in STABLE's sole discretion, of OWNER and 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.

## 10. DEFAULT

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 item 9 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, in 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.

## 11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

## 12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE to terminate this AGREEMENT.

### 13. 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 Montana 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 that 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 the horse(s) to recover its loss.

### 14. SPECIAL INSTRUCTIONS TO STABLE

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

Executed at \_\_\_\_\_ on the date first set forth above.

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

Veterinarian Name: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

Farrier Name: \_\_\_\_\_  
Contact Number: \_\_\_\_\_