

# BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ made by and between **Hillview Arena, LLC**, hereinafter referred to as "STABLE", providing services, located at **8406 Hillview Dr., Helena, MT 59602** and (Owner's name) \_\_\_\_\_ residing at (Owner's address) \_\_\_\_\_, 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 **\$ 325.00** per horse per month paid by OWNER in advance on the First day of each month, Hillview Arena agrees to board the herein described horse (s) on a month to month basis commencing \_\_\_\_\_ (minimum 3 months commitment). 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:		Name:	
Age:		Age:	
Color:		Color:	
Brand (if applicable)		Brand (if applicable)	
Sex:		Sex:	
Breed:		Breed:	
Reg. # (if applicable)		Reg. # (if applicable)	
Insurance Carrier/Policy # and Phone: (if applicable)		Insurance Carrier/Policy # and Phone: (if applicable)	

## 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):

Horses will be fed twice daily (grass/alfalfa mix), automatic waterers, shelter with run, daily cleaning, **Owners are responsible for providing any grain/supplements. Board includes use of 80x180 indoor arena, 125x250 outdoor arena, round pens, individual tack storage.**

#### **4. VACCINATIONS**

Upon arrival of horse to STABLE proof of current vaccinations is 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, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

#### **7. LIABILITY INSURANCE**

STABLE 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 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 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.

#### **9. STABLE RULES**

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated 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 include but are not limited to:

- All riders or persons handling a horse must sign a release before riding and/or boarding any horses in any way. Boarders are responsible for having guests sign releases

- Boarders will have access to indoor/outdoor arena and round pen (if applicable) for riding during posted times.
- Lessons and training services are to be solely provided by Hillview Arena sanctioned trainers. No outside trainers are permitted unless approved by management, typically in circumstances such as clinics and horse shows. Proof of insurance is required by all trainers, clinicians, and judges providing services while on the property.
- Barn Hours: OPEN ARENA - Sunday – Saturday 8:00am – 10:00pm (unless otherwise noted)
- No more than 6 horses in arena during open riding times at any given time.
- NO Smoking on property at any time
- No dogs or pets on the property without being on leash
- Speed limit is 5 mph
- Children 14 and under must be supervised by an adult at ALL times
- No treats or feed to be given to horses other than your own, unless approved by owner.
- Horses will be stalled and turned out in specific turn out areas only – as per management
- No horses are to be turned out or free lunged in the arenas
- Please turn off lights in the arena
- Do not leave your horse unattended in any area, including riding arenas
- Please clean up after yourself
- If you don't do it at home, don't do it at the barn. Common sense, safety and courtesy at all times.

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.

#### **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, 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.

#### **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 as to the termination of 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 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.

**14. Special Instructions to STABLE :**

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

Executed at 8406 Hillview Dr., Helena, MT 59602 on the date first set forth above.

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

**Rena Carlson, Owner  
Hillview Arena, LLC**

<b>By:</b>	
<b>Owner's Name:</b>	
<b>Address:</b>	
<b>City, ST, ZIP</b>	
<b>Day Phone:</b>	
<b>Evening Phone:</b>	
<b>Cell #:</b>	
<b>Email Address:</b>	