

MONTHLY OPEN ARENA RIDING 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 (Horse Owner's name) _____ residing at (Horse 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 **\$ 100.00** per month for **one** horse, **\$150.00** per month for **two** horses and **\$200.00** per month for **three or more** horses paid by OWNER in advance on the First day of each month, Arena agrees to allow unlimited indoor and outdoor arena use for horse riding on a month to month basis commencing _____. Partial months shall be paid on a pro-rata basis based on the numbers of days remaining in a standard 30 day month.

Late Fees: Open Arena 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. FACILITIES

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

- Unlimited open riding availability during posted hours, limited to 6 horses per hour. Includes use of outdoor and/or indoor arenas and round pens.

3. RISK OF LOSS

During the time that horse(s) is/are at the Arena, Arena 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 on the Arena premises. OWNER fully understands and hereby acknowledges that Arena does not carry any insurance on any horse(s) not owned by Arena, 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 horse(s) is/are on the premises, are to be borne by OWNER.

4. HOLD HARMLESS

OWNER agrees to hold Arena 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 Arena in defense of such claims.

5. 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 Arena from any and all claim (s) arising out of or relating to this AGREEMENT.

6. ARENA RULES

Owner hereby acknowledges receipt and understanding of the current ARENA 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 included 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
- 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 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.
- 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 - no littering
- If you don't do it at home, don't do it at the barn. Common sense, safety and courtesy at all times.

Arena 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 Arena's sole discretion, of OWNER or OWNER's guests and invitees to abide by Arena Rules may result in Arena declaring OWNER in default hereunder and result in termination of this AGREEMENT.

7. 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 6 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 Arena 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 Arena of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

8. ASSIGNMENT

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

9. NOTICE OF TERMINATION

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

10. RIGHT OF LIEN

OWNER is put on notice that Arena 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.

11. Special Instructions to ARENA:

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

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