



Boarding Contract

THIS AGREEMENT, dated this _____ day of _____, 20 _____, is made between Blue Ribbon Riding Academy hereinafter referred to as "BRRR", an independent contractor located at

439 E. Sowell Road
Canton, MS 39046

and _____, designated "Owner" residing at _____.
(include area code) Cell _____, Home _____, and Work _____.

BOARD AND RIDE AT YOUR OWN RISK

Manager agrees to accept the Owner's horse for board, and it is the plan and intention of the Owner to board this horse.

DESCRIPTION OF HORSE

Name: _____ Age: _____ Color: _____
Sex: _____ Breed: _____ Registration/Tattoo No.: _____
Insurance Agency: _____
Phone #: _____ Contact Person: _____
Policy #: _____ USEF #: _____

The horse _____, is valued at (please write out amount) _____, (\$). It is highly recommended that the Owner cover his horse with Mortality and Major Medical insurance. It is not the responsibility of BRRR to cover Owner's said Horse _____, with any type of insurance. The owner and BRRR mutually agree to the following:

- A. In consideration for Blue Ribbon Riding Academy allowing Owner to board his/her horse, and other good and valuable consideration, owner agrees to indemnify, defend and hold harmless manager, agents, employees, instructors and related entities from all loss, liabilities, or damage to property, including animals, tack, trailers or vehicles brought onto the facilities or during transportation to and from horse shows and attendance at horse shows, trail rides, exhibitions of other equine events or activities.
- B. Owner agrees that it is aware of the dangers and the risks attendant to horseback riding, riding instruction, and other activities which may take place at BRRR, including but not limited to parties, camp activities, transportation in vehicles, vehicle traffic, activities in or around homes, trailers, barns and abandoned buildings, hazards of terrain, horse showing, jumping, stable management, trail rides, transportation risks, meals and the risk that horses or other mounts may kick, bite, shy, trip, stumble, fall, buck, rear, run away and thereby and otherwise cause property damage or bodily injury, death, fear and other personal injuries to Owner. With actual knowledge of all such risks and the possibility of injury, damage and/or death, and in consideration for Blue Ribbon Riding Academy allowing Owner to board its horse, and other good and valuable consideration, Owner agrees to assume all liability of such risk and release, defend and hold harmless BRRR, its owners, tenants, and employees, for all loss, damage, expense, fees, charges, including attorney's fees and medical costs, in the event any such risks, damage, injury or death occur. For the same consideration cited above, owner also agrees to indemnify and hold harmless manager, its owners, employees, agents, instructors and related entities, from all loss injury to guests invited or brought by Owner to the facilities or any event sponsored by BRRR.

- C. Owner agrees that the manager is not liable for death, sickness, theft, loss of use, injury and/or accident including acts of God or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse while in BRRRA's care, custody and control, or for any other loss, damage or special risks inherent in boarding, maintaining, conditioning, training, breeding and transporting horses. This includes, but is not limited to, consequential damages or personal injury or disability caused to the horse during the time that the horse is in care, custody and control of BRRRA. The Owner fully understands that BRRRA does not carry any insurance on any horses not owned by BRRRA or for any other purpose, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse is in the possession on the premises are borne by the Owner. In addition, Owner agrees to hold the BRRRA, their employees, and their families completely harmless and not liable for any injury whatsoever caused to the owner, his/her horse, family, guests, and/or any loss or damage to personal property. Owner certified that Owner has full liability and mortality insurance coverage for his/her horse, his/her other animals, person, family and property such as but not limited to animals, tack, automobiles, trainers, etc.
- D. Boarding services and fees are as follows. In consideration of \$450.00 for stall board with daily pasture turnout (weather permitting), or \$285 for pasture board per horse per month paid by Owner in advance on the first day of each month and a \$25.00 late fee after the fifth day of each month. Late fees of \$5.00 per day will be charged to all bills 15 days past due. A \$30.00 NSF fee will be charged for all returned checks. BRRRA agrees to board the above-described horse commencing on a yearly basis.
- E. BRRRA agrees to provide the following, in addition to normal and reasonable care required to maintain the health and well being of the animal.

STALL BOARD (\$450): Minimum size 10X10 stall up to maximum 12X12 size stall. Pasture turnout is included (weather permitting) on a daily basis. The above named horse can (___) / cannot (___) be turned out with other horses. Private paddock turn out is a seventy-five dollar (\$75.00) per month or five dollar (\$5.00) per day extra charge. Semi-private paddock turn out is a fifty dollar (\$50.00) per month or three dollar (\$3.00) per day extra charge. Horses on veterinary care who need separate turn out may be charged the per day fee. Horses that Crib on and destroy BRRRA property such as but not limited to fences, barns, or other stationary objects while turned out in the pasture will be placed in pasture turnout. NO EXCEPTIONS. BRRRA reserves the right to determine whether horses are non-social and must be placed in paddock turn out. The horse _____ will be fed a 10% protein sweet feed and/or 12% pelleted grain based feed two times per day according to individual equine nutritional requirements unless written instructions to BRRRA indicates otherwise. The horse _____ will be fed grass hay two times per day according to individual equine nutritional requirements.

STANDARD PASTURE BOARD (\$285): Includes boarding in pastures that do not contain run-in shelters. Board includes feeding two times per day of 10% protein sweet feed based feed, with access to premium grass hay when needed, clean water supply.

Please submit any *Special Needs and Care* (SNC) to Management. *Special Needs and Care* may be but are not limited to supplements, medication, cribbing collar, horse clothing such as bell boots for turn out, blankets etc.

- F. The owner is put on notice that BRRRA has a right of lien, as set forth in the law of the State of Mississippi for the amount due for the board and keep of such horse and shall have the right without process of law, to retain said horse(s) and equipment of Owner until the amount of indebtedness is discharged. Any and all attorney's fees, court costs and extemporaneous fees incurred shall be the responsibility of said Owner should matters escalate to that level.
- G. Special Needs and Care (SNC) for said horse _____ are as follows:
Please list all Supplements and Medication. For a price list of Supplement feeding please contact BRRRA. Medication must be purchased through your Veterinarian and can only be administered by BRRRA staff with a written Veterinarian Rx. For fees of SNC please see SNC Rate Sheet posted in main barn and listed in the BRRRA Equine Manual.

Joint Therapy Supplements:

Hoof Therapy Supplements:

Hormone Therapy Supplements:

GI Tract Therapy Supplements:

Weight Gain Therapy Supplements:

Skin Therapy Supplements:

Stamina, Immune System and Muscle Building Supplements:

Vitamins:

Other:

1. Please submit a list of medications that your horse is on. Include the dose, how many doses per day and at what time each day the medications are to be administered as per your Veterinarian's written Rx to BRRRA.
 2. Required equipment needed for stall care as well as pasture care. These may include but are not limited to, cribbing collar, or muzzle (all cribbers are required to have one or both items and will not be turned out with a cribbing muzzle on), fly mask, fly sheet, turn-out blankets(light and heavy), zinc oxide for sensitive areas for summer turn out, daily fly spray, standing wraps, etc. Please see the SNC Rate Sheet for fees.
- H. The horse shall be free of infectious, contagious, or transmissible disease, and must have proof of immunizations (within one year) and a current Coggins (within 12 months). If Owner's horse is found to be infectious, and Owner fails to notify BRRRA staff, and other stabled horses become infected, Owner of the infectious horse will be held liable for any and all Veterinarian bills that result from the transmission of the disease.
- I. BRRRA reserves the right to notify Owner within seven days of the horse's arrival if horse, in BRRRA staff's opinion is deemed unhealthy or dangerous for a boarding stable. In such case, Owner is responsible for recovering the horse immediately and for paying any and all fees incurred.
- J. Regular veterinarian (yearly immunizations i.e., four-way and rhino and current Coggins test are mandatory) and will be arranged by manager and invoiced Veterinarian directly to owner. Attendant fees will be charged if barn staff waits with Veterinarian.
- K. BRRRA maintains a de-worming program and all horses will be de-wormed simultaneously on an eight-week rotational schedule. BRRRA also arranges blacksmith needs as necessary. However, such expenses shall be the obligation of the Owner, and charges will appear on the bill for such services rendered, including attendant charges.
- L. Owner must notify BRRRA in writing 30 days in advance if Owner plans to move horse. If Owner fails to do so, BRRRA is not responsible for refunding any monies. All fees must be paid before horse's departure and a BRRRA management staff member must be present at the time horse is moved. NO EXCEPTIONS.
- M. This contract is non-assignable and non-transferable. In the case of the facility closing, BRRRA will give owner 30 days written notice, and BRRRA, will be held harmless.
- N. Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and all court costs incurred as a result of said default.
- O. Owner will be financially responsible for ANY and ALL damage Owner's horse inflicts on the stabling facility (i.e., kicking holes in stalls, chewing wood to shreds, cribbing, digging holes in stall floors, damage to fencing, etc.)
- P. BRRRA and its Management offer several other programs such as equine training, grooming, clipping, lessons, and horse sales and purchases. Sale horses brought and/or sold through BRRRA will incur a commission free on the final sale price. Please refer to the *Guidelines for Purchasing, Selling or Leasing a Horse Sheet* and the *Services Rate Sheet* located in the BRRRA Equine Manual.

- Q. BRRR reserves the right to add surcharges for unforeseen increased costs such as hay, grain, shavings, etc. BRRR will post notice at least 30 days prior to billing.
- R. Owner warrants that he owns said horse and that there are no liens against said horse express or implied by law.
- S. Should you have any questions regarding your statement, please contact the Financial Officer listed in your BRRR Equine Manual immediately. All monies are due upon receipt of statement. It is your responsibility to keep up with barn dates, messages and announcements.
- T. Owner must sign all waivers of subrogation along with any guests that Owner brings to the facility. Guests are required to sign out guest book located in the barn office. RIDE AT YOUR OWN RISK.
- U. BRRR agrees to attempt to contact Owner should BRRR staff feel that medical treatment is needed for said horse but if BRRR staff is unable to contact owner within a reasonable time, BRRR is then authorized to secure emergency veterinary and/or blacksmith care required for the health and well-being of said horse. Owner will pay for any costs of Veterinary/Blacksmith services required; including any cost for disposal of equine animal should death occur within or upon the premises of BRRR.

OWNER PLEASE INITIAL _____

It is understood by the parties that pursuant to state law, BRRR has a lien on said horse to secure payment for services to be provided by BRRR hereunder, and that if Owner does not pay same that BRRR may sell said horse at private or public auction pursuant to state law. I understand and agree to all terms and conditions of the above contract. Please make all checks payable to MIAMHA, Inc.

OWNER

DATE

PARENT OR GUARDIAN IF OWNER IS UNDER 18 YEARS OF AGE

DATE

MANAGER

DATE

WARNING

Under Mississippi law, an equine activity sponsor or equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant R.S.9;2785.1.