Cedar Ridge Equine, INC.
BOARDING AGREEMENT

555 Rocky Road
Bozeman, MT. 59718
(530)263-3433

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____. made by and between Cedar Ridge Equine, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 555 Rocky Road, Bozeman, MT. 59718 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

Long term Boarding Costs: In consideration of $ 23.00 per day for covered pen or $20.50 per day for pasture no shelter, 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 _____, 20__.

OR

Short term Boarding Costs: (please select one option)

- $25.00 per day individual uncovered pen, we provide hay and feed twice daily and clean pen daily.
- $15.00 per day individual uncovered pen, we provide hay and feed twice daily and horse owner cleans their pen daily.
- $10.00 per day individual uncovered pen owner provides their own hay, feeds twice a day and cleans their own pen.

Late Fees: Boarding fees paid between the 1st and sixth 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)

Horse's Name:

Age:

Color:

Registration/Tattoo

Sex:

Breed:
Number *(if applicable):*
Insurance Carrier, Policy and phone number *(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).

_____
_____
_____

4. VACCINATIONS
Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza, vaccinations is required. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly, as well as a strangles vaccine for any horses that has not had strangles/been exposed. A current negative coggins is also required for all incoming horses. A health certificate **and** 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.

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.

8. 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:

Basic Boarding Stable Rules and Boarding:

1. All students that board a horse at CRE, must enroll in a **minimum of six lessons** each month (group or private lessons).
2. A combination of training rides and lessons may also be implemented to make up the monthly minimum ride or lesson requirement.
3. Always clean up after you and your horse: manure, hair, etc., this includes any manure left behind from your horse. This includes stable areas, tie up areas, riding arenas, and round pen.
4. Please check the calendar to find out when open riding is available at the arena. Trainers/Instructors have first priority for use of the arena/s.
5. Everyone must sign a release of liability form before participating in any equine activity.
6. All minors that are on site and not signed up for a riding lesson or camp/clinic program must have adult supervision at all times.
7. All minors under the age of 18 must wear a helmet when riding.
8. All guests must sign a release of liability form before riding at the Cedar Ridge Equine, INC. facility.
9. No outside pets allowed outside of vehicle without staff consent, inside vehicle is permitted.
10. Please be respectful of our neighbors and our private road. Do not speed, please stay under posted 20 mph speed limits, pick up any manure droppings that land on road/near drives etc.
11. Please review our complete set of facility rules.

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.

9. 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.

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

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

12. 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.

13. 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: _____