

FIRST LOVE FARMS

Home of APHA Champion, *Sonny Dee Summer*, standing at stud
10032 US Hwy 150, West Terre Haute, IN 47885
(812) 230-0697 deb@firstlovetfarms.com www.firstlovetfarms.com

BOARDING STABLE AGREEMENT

WITNESS THIS AGREEMENT this ____ day of _____, 20__ by and between First Love Farms, hereinafter referred to as "STABLE", and the individual and individuals undersigned, hereinafter referred to as "OWNER."

- Fees, Terms and Location.** Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates are daily, weekly or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsibly for removing the horse within fifteen (15) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first day of the preceding month and late on the fifth. **A late fee of \$ 20 per horse will apply for payments received after the five day grace period along with a \$ 5 per day per horse fee until such payments have been received.** Payment shall be hand delivered and/or mailed to 10032 US Hwy 150, West Terre Haute, IN 47885. **Checks shall be made payable to Deborah Shahadey.** Payment may also be paid with credit card through Paypal to deb@firstlovetfarms.com (a **4% processing fee shall be added for this option**). In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Indiana.

2. Description of Horse(s) to be Boarded:

Horse #1:

Registered Name: _____
Barn Name: _____
Breed: _____ DOB: _____ Age: _____
Height: _____ hands Sex: Male/Female Color: _____
Registration No: _____ Tatoo #: _____
Markings, if any: _____
Insurance Company Name, phone number and policy #: _____

Horse #2:

Registered Name: _____
Barn Name: _____
Breed: _____ DOB: _____ Age: _____
Height: _____ hands Sex: Male/Female Color: _____
Registration No: _____ Tatoo #: _____
Markings, if any: _____
Name, phone number and policy #: _____

3. **Schedule of Boarding Services.** Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided are to be checked and initialed by both parties as one of the following:

_____ **PASTURE ONLY (\$ 150 per month per horse):** Said Horse(s) will be left out to pasture with other horses on premises. No stall included, however a run-in shed will be provided for shelter. Stable agrees to provide adequate twice-daily grain (max 10 lbs per day)/hay (max 4 flakes per day)/free choice water, and free choice mineral salt for normal and reasonable care required to maintain the health and well-being of the animal(s). Additional feeding fees shall be based on \$ 1.00 per one (1) pound of grain or two (2) hay flakes.

_____ **PASTURE AND STALL Full Board (\$ 250 per month per horse):** Stable agrees to assign stall for said horse(s) on premises. Stable agrees to provide bedding and daily cleaning of stall, twice-daily grain (max 10 lbs per day)/hay (max 4 flakes per day)/free choice water, and free choice mineral salt for normal and reasonable care required to maintain the health and well-being of the animal(s). Additional feeding fees shall be based on \$ 1.00 per one (1) pound of grain or two (2) hay flakes. Optional services are available and shall be provided only after a written request of such desired services has been received by the Stable from the Owner. The Owner shall be solely responsible for the exercise of the horse and it is expressly understood by Owner that the horse will be turned out in selected groups as decided by the Stable management. Furthermore, it is expressly recognized and understood that the boarding of said horse, as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by Stable or its employees, agents and/or family members.

_____ **PASTURE AND STALL Extra Care Board (\$ 300 per month per horse):** Includes: same as full board plus blanketing and fly masking (provided by Owner), daily basic grooming, normal vet and farrier holdings (farrier + vet charges extra and to be paid by Owner).

Extra Services Available: Owner must request these extra services in writing to Stable.

- Bandaging \$ 5.00 per day
- Basic grooming: \$ 5.00 per day
- Lungeing: \$ 10 per half hour

Turn Out Information:

Please help Stable determine Owners horse needs, so Stable can maximize their comfort at 10032 US Hwy 150, West Terre Haute, IN 47885.

Has your horse been out on pasture before? _____ Is your horse injury prone when turned out? _____
Is your horse at risk on pasture (founder/colic)? _____ Have other horses injured your horse? _____
Has your horse ever been out all night? _____ Is your horse aggressive to other horses? _____
Is your horse trained to electric fence? _____ Been turned out with geldings? _____ Mares? _____
Additional comments: _____

Has your horse had any health problems we should be aware of? _____

Any injury or lameness problems we should be aware of? _____

Does your horse have any stable vices? (Cribbing horses must wear a Miracle Collar – provided by owner - at all times when stalled.)

_____ Biting _____ Kicking _____ Pawing _____ Other

Is there anything else we should know about your horse? _____

4. **Risk of Loss and Standard of Care.** During the time that the horse is in custody of Stable, Stable shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Stables premises. In the unlikely death of

the horse, Owner is responsible for any and all charges of removal and burial of said horse. The standard of care applicable to Stable is that of ordinary care of a prudent horse owner and not as a compensated bailee.

The Owner fully understands that Stable does not carry any insurance on any horses or personal belongings not owned by it for boarding or for any other purposes, 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 in the possession on the premises of the Stable, are to be borne by the Owner. Owner is strongly encouraged (**but not required**); therefore, to carry reasonable insurance for public liability, accidental injury, theft, mortality insurance not only for your horse but also for any personal property, tack, etc, stored on property.

5. **Hold Harmless.** Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse.

Termination: Either party may terminate this Agreement given thirty (30) days written notice to the other. In the event of a default, the wronged party has the right to recover reasonable attorneys' fees and court costs resulting from failure of either party to meet a material term of this Agreement. Owner cannot assign this Agreement unless Stable agrees in writing.

6. **Veterinary Information and Emergency Care.** Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, and farrier care required for the health and well-being of said horse(s). Owner shall pay all costs of such care secured within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS IF OWNER CANNOT BE REACHED DURING AN EMERGENCY.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

Owner agrees to have horse treated for the following at Owners expense:

- **Coggins Test.** Proof of a negative Coggins test performed on your horse at a minimum of every twelve months. (copy must be furnished to Stable)
- **Worming.** Stable agrees to worm Owners horse every 8 weeks with a rotating paste wormer program. Obligation of such expenses shall be the Owner's.
- **Vaccinations.** Eastern/Western Encephalitis, Tetanus, Rhinopneumonitis, Influenza and West Nile vaccines are required yearly. If Owners horse is a routine/regular traveler (more than 5 trips per month), vaccinations for rhino and flu viruses are required every six calendar months. Stable **strongly** encourages Owner to look into Strangles Nasal vaccination for their horse or at least to speak with their Veterinarian about his/her recommendations on these matters. Owner may use Stable's veterinarian or one of their choosing, or may administer such medications themselves (proof must be shown to Stable).

For horse, contact: _____ Phone # _____

For rider, contact: _____ Phone # _____

Physician: _____ Phone # _____

Hospital preference: _____

Does your horse have medical insurance: _____ If so, company: _____

Policy # _____ Phone # _____

(Please provide us with a copy)

Additional comments: _____

7. **Farrier Information:**

Stable agrees to implement a trimming program consistent with recognized standards with either Jesse Merriman 217-201-0619 or Keith Caughran 812-887-5179 whom the Stable will schedule visits with. Owner is obligated to leave payment for such services in advance of visit. Owner has the right to choose another farrier but agrees to take full responsibility in scheduling and paying farrier. All horses must be seen by a farrier at least every 9 weeks.

Preferred farrier: _____ Phone #: _____

8. **Changes or Termination of This Agreement.** It is agreed by the parties that this Agreement may be changed or terminated by the Stable upon thirty (30) days written notice, regardless of the rental period. All notices must be issued by the Stable in writing. The posting of updated rate schedules in a conspicuous or open place in Stable shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

9. **Rules and Regulations.** The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s). The rules are currently as follows:

- First Love Farms is a place for happy disciplined horses and friendly disciplined people. We expect everyone who works for us, boards with us or attends any event here to be cordial to everyone else.
- The Owner agrees there shall be **NO smoking anywhere on the premises.**
- Your feline and canine friends are not welcome on the property. They represent a safety risk for our equines.
- Clean up and pick up after yourself and your horse inclusive of the aisle ways, feed rooms and tack rooms.
- We ask that all barn lights be turned off and all water spickets be shut off when not in use. If a gate or door is open, please leave it open. If a gate or door is shut, please shut it behind you.
- No equipment or tack is to be stored in the aisle way. Quick access in any emergency is a MUST without falling/stumbling over items stored in the way. Hardware of any kind is not to deface the stall fronts inclusive of any nails, hooks or staples.
- Anyone at First Love Farms who is involved with cleaning stalls, feeding, turning out, mounting and riding horses, etc is required to execute a Liability Release before commencing with any equine activities.
- The Owner agrees that upon entering the premises, using the facilities, or using another person's horse, is at their own risk, and the Owner holds the Stable harmless, and assumes full responsibility, in the event of any accident or injury to themselves and/or to their guests.
- The Owner agrees to wear an approved helmet **at all times** when riding to safeguard against horse-related injuries.
- The Owner is responsible and liable for the conduct of all family members, visitors, minors, instructors, or trainers they bring or invite onto Stable property. Anyone not in this mentioned contract must sign a waiver before mounting Owner's horse.
- Minors 12 years old and under who Owner brings or invites onto Stable property will be under Owner's direct supervision or under the direct supervision of an adult designated by the Owner. The Stable is not responsible for supervising minors.

10. **Right of Lien.** The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Indiana, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

11. **Limitation of Actions.** Any action or claim brought by Owner against Stable for breach of this contract for loss due to negligence must be brought within six (6) months of the date such claim or loss occurs in Vigo Co, Indiana.

12. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine(s) reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals, certain hazards such as surface and subsurface conditions, collisions with other animals, the limited availability of emergency medical care, and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Owner expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

WARNING!!

Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

13. **Entire Agreement.** This Contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This Contract is made and entered into in the State of Indiana, and shall be enforced and interpreted in accordance with the laws of said State.
14. **Enforceability of Contract.** In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

THIS AGREEMENT IS SUBJECT to the laws of the State of Indiana executed at this _____ day of _____, 200__.

“STABLE” First Love Farms by:

Deborah Shahadey
10032 US Hwy 150
West Terre Haute, IN 47885
(812) 230-0697 or (812) 230-0825
deb@firstlovesfarms.com
www.firstlovesfarms.com

OWNER by:

Signature

Printed Name

Address: _____

Phone: _____

Email: _____

Equine Activity Release and Hold Harmless Agreement

1. I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with First Love Farms and owners Joe & Deborah Shahadey understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Company, its owners, officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by First Love Farms.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
4. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
5. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

Date: _____

Company Representative Signature: _____

Person voluntarily entering into this Release and Hold Harmless Agreement: _____

Signature

Printed Name

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement: _____

Signature

Printed Name