

D Bar D Ranch
2765 Shaker Road
Franklin, OH 45005

937-746-4355



Where Horses Are Family

STANDARD BOARDING AGREEMENT

This AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20__ made by and between D-D Ranch, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at 2765 Shaker Road Franklin OH, 45005 hereinafter referred to as 'PREMISES' and

residing at _____

hereinafter referred to as 'OWNER' (owner of the hereinafter-described horse).

These parties warrant that they have the right to enter into this AGREEMENT.

1. Fees, Term and Location

In consideration of \$ _____ per horse per month paid by OWNER in advance on the first (1st) day of each month, STABLE agrees to board the herein described HORSE on a month to month basis commencing _____, 20__.

Partial months boarding shall be paid on a pro-rata basis based on the number 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.

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2. Description of horse

Name: _____

AGE: _____

Color: _____

Sex: _____

Breed: _____

Registration/Tattoo Number (if applicable): _____

Value of Horse: \$ _____

Insurance Carrier: _____

Insurance Agent Telephone Number: _____

Insurance Policy Number: _____

NOTE: In the event OWNER requests boarding for multiple horses, a separate AGREEMENT is required for each animal.

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 animal:

- Stall _____ (#, Size)
- Turn-Out _____ maximum number of horses pastures or paddock (turn-out) on a daily basis.
- Grain:
 - _____ Brand/Type (i.e Purina Strategy Healthy Edge)
 - _____ Pounds of grain per feeding
 - _____ Feedings per day
- Hay:
 - _____ Flakes of hay per feeding
 - _____ Feedings per day
- Shoeing/Worming: STABLE (circle one) will/will not agree to provide the necessary shoeing and worming of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of

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OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

4. Grooming

STABLE (circle one) shall/shall not provide reasonable grooming for said HORSE, fees for which (circle one) shall/shall not become part of and be included within the aforesaid fees.

Special Instructions to STABLE

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, officers, agents and/or family members.

5. Exercise

The OWNER shall be solely responsible for the exercise of the horse and it is expressly understood by OWNER that the horse (circle one) WILL/WILL NOT be turned out.

6. Ownership

OWNER warrants that he/she owns said horse, that there are no liens against said horse express or implied by law. OWNER further warrants that he/she has the sole authority to make any and all decisions relative to the services requested from STABLE.



7. Vaccinations//Testing

All vaccinations and testing are the sole responsibility of OWNER, unless other arrangements have been made in writing and agreed to by STABLE. OWNER warrants that said horse is in good health to the best of their knowledge and agrees to provide STABLE with full documentation as proof of the following vaccinations and test a minimum of 24 hours prior to delivery of said horse to STABLE:

- Influenza (Required Twice Yearly)
 - Date Vaccinated: _____
- Tetanus (Required Annually)
 - Date Vaccinated _____
- Sleeping Sickness (Required Annually)
 - Date Vaccinated _____
- Coggins Test (Required Annually)
 - Date Vaccinated _____

Should any of these vaccinations or required tests expire while horse is under the care of STABLE, OWNER agrees to notify STABLE within 24 hours and seek to resolve the issue within 48 hours. In the event OWNER fails to notify STABLE of vaccination or test expiration, OWNER may be declared in default and STABLE reserves the right to quarantine said horse (on or off PREMISES at sole discretion of STABLE) at additional cost to OWNER.

8. Risk of Loss

During the time that the horse is 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 on PREMISES.

OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of STABLE, are to be borne by OWNER.

D Bar D Ranch
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9. 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.

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

11. Emergency Care

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number _____, should STABLE determine that medical treatment is needed for said horse, 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. 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 OWNER.

12. Stable Rules

Owner hereby acknowledges receipt and understanding of the current STABLE Rules (under separate copy) 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:

- STABLE Safety Rules
- STABLE Hours of Operation
- Notice of Required Release and Waiver for minors

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- Statement of Applicable state equine liability laws
- Required Veterinary care

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.

13. 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 items in section titled "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.

14. Assignment

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

15. Notice of Termination

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT. Stable, at its sole discretion (verbally or in writing), may give notice to OWNER to remove horse from PREMISES immediately in the event STABLE management determines horse is a danger to itself, staff, guests or other animals on PREMISES. In such event, OWNER agrees to remove horse from PREMISES within 24 hours of notice by STABLE.

16. 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 Ohio, for any amount due for the board and keep of horse, and also for any storage or other charges due

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hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to said horse after two (2) months of non-payment or partial payment and STABLE reserves the right to then sell horse to recover its loss.

17. Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS – located at 118 Irvine Rd Lexington, KY 40502) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS.

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

Executed at _____am/pm on the date first set forth above.

OWNER

By: _____

Print Name Above: _____

Address: _____

Telephone: _____

STABLE

By: _____

Staff Position: _____