**HORSE BOARDING AGREEMENT**

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, dated the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ made by and between Little Britain Stables, LLC, hereinafter referred to as "STABLE," providing services as an independent contractor, located at 5309 Idlewild Road, Burlington, Kentucky 41005 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[1]](#footnote-1) (and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ legal guardian of owner/co-signor financially responsible), residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[2]](#footnote-2), hereinafter referred to as "OWNER." These parties state that they have the right to enter into this AGREEMENT.

**Fees, Terms, Liens**

Rent is due in advance or on the 28th day of each and every month prior to the month of service at the rental rate of $\_\_\_\_\_\_\_\_\_ per month, beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[3]](#footnote-3), made payable to Little Britain Stables, LLC and mailed or personally delivered to 5309 Idlewild Road, Burlington, Kentucky 41005. Rent will be considered late if not received on the 2nd day of each month. A late fee of $25 **per day per stall** on any unpaid portion of rent will be applied beginning on the 2nd and will be deemed as additional rent.

If said payment is not received by the 15th, Stable shall be entitled to exert a lien against said horse and personal property remaining on the property as 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 Commonwealth of Kentucky. Owner understands that on the 15th day, Stable has the right to lock and secure horse(s) stall and Owner’s possessions until said payment is received. If Owner deems the cost of maintaining the animal to be greater than the value of the animal, Owner may euthanize the animal, and does not waive any action for collection of fees owed for care, treatment or board.

Owner agrees to relinquish title to any and all breed association and/or registration papers upon enforcement of this cause. The notice may be served by registered or certified mail with return receipt requested, addressed to the Owner at the address stated above. The proceeds of sale, after paying expenses thereof, shall be applied to liquidate the indebtedness secured by lien including all charges accrued in caring for the animals up to the date of sale and the balance shall be paid over to the owner. If the proceeds of the sale are insufficient to cover the indebtedness, the Owner shall pay the difference to the Stable.

The Stable will not allow any horse to leave on any given day later than noon without charging one full day’s board. Stable requires a 30 day notice, in writing, if owner intends to sell or move horse. Owner is responsible for a full month of board should there be no notification payable prior to horse leaving Stable property. Owner shall pay all charges of and for special services listed hereinafter and all veterinary and medical costs that may be incurred hereinafter for the horse. There is a $50.00 returned check fee plus all bank fees incurred in the event of non-honored payment.

Prior to boarding at the facility, Owner shall deposit a security deposit in the amount of $200. Owner shall not use the security deposit to pay any month’s rent. Stable may withhold from the security deposit only such amounts which are reasonably necessary to remedy any of Owner’s defaults, including but not limited to: past due rent, repair damage to the stall or facility either by Owner’s horse or Owner, exclusive of ordinary wear and tear.

If an animal is removed from the property for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. 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 responsible for removing the horse within five (5) days of said notice and for all fees incurred during the horse's presence upon the property. This contract shall be deemed terminated and concluded upon the payment of all fees. This agreement is a month-to-month term and shall automatically renew on the last day of each month.

**Feed and Services**

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. Owner acknowledges Owner has inspected the facilities and finds said facilities in safe and proper condition.

Please choose the level of care, which corresponds to the Little Britain Stables Board Rate Sheet:

* Full Premium Board
* Basic Board
* Partial Board
* A la carte services:

Stable agrees to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[4]](#footnote-4) board as selected above. A detailed explanation of these services are defined in the Little Britain Stables Board Rates attached to this agreement.

Equine will be provided with a stall. Equine will be fed stable’s standard maintenance feed.

Stable will administer supplements provided by Owner for an extra charge. If Horse requires a special feed, hay, or grain other than what is normally provided by stable, it must be purchased at Owners expense. Horse will always be provided with fresh clean water.

Stable has the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable has the right to refuse to muck horse’s stall or provide turnout time.

Hours of visitation: Owner, their veterinarian, farrier, visitors/guests, etc., have access to Horse and Stable during the hours of 6 AM  to 11 PM  daily. If you would like access afterhours, please notify Stephanie.

**Stable Rules**

Owner agrees to abide by all the rules of the stable. 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 that he/she has read the attached 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 Stableʼs sole discretion, of Owner or Ownerʼs guests and invitees to abide by Stable Rules may result in Stable declaring Owner in default hereunder and result in termination of this Agreement.

**Personal Property on Stable’s Property**

 Owner may store tack and riding equipment on the property of the stable at no additional charge to owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable. All property stored on the Stable’s property is at the Owner’s risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment. Upon termination of this agreement Owner must remove all tack and equipment from the stable within 7 days. Owner agrees that any tack or equipment left at the Stable after 7 days will become property of the Stable.

**Hold Harmless**

KRS 247.4027 states:

**“WARNING:** Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.”

Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

The Owner agrees that Stable shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident. The owner further agrees he/she shall be responsible at all times for any and all acts of animal including, but not limited to damage to the Stables property such as stalls, bucket, lighting, wiring, fencing, etc. and claims, injuries or loss of life that may be sustained by Owner, his/her family, invitee, agents or any other persons on stable’s property.

**Emergency**

If the equine becomes sick or injured, Stable will attempt to call the owner immediately. If the Owner does not immediately inform Stable regarding measures to be taken, or if the state of the animal’s health requires immediate action, the Stable is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The Owner shall promptly pay all expenses for all services relating to this illness or injury. Owner agrees that Stable is authorized, as Owner’s agent, to arrange direct billing to Owner.

If the Owner wishes to use a veterinarian other than one routinely employed by the stable in the event of a non-emergency, identify said veterinarian, address, and phone numbers. Bills will still be paid directly by the owner of the animal to the vet.

|  |  |
| --- | --- |
| Veterinarian Name: |  |
| Veterinarian Address: |  |
| Veterinarian phone#: |  |

**Limits of Care**

Owner understands that in the event that they are unable to be reached during an equine emergency that it is their responsibility *in advance* to have made arrangements with their veterinarian for the care of their animal, and the costs to be incurred.

If an animal is insured for emergency care (ie colic surgery) it is Owner’s responsibility to so inform Stable and their veterinarian.

**Insurance**

Owner shall have sole responsibility for maintaining insurance coverage for and with respect to Owners horse and other personal property, including, but not limited to appropriate policies of property insurance and liability insurance.

Little Britain Stables, LLC does not carry insurance covering boarded horses and equipment. Owner understands and agrees to board the animal under these circumstances.

**Equine Health Care**

Owner will provide proof of current Coggins and health certificate upon moving onto the property.

**Owner Responsibilities**

Owner understands that it is their responsibility to maintain control of their animal, and to ensure that the animal is well-trained and safe for others to be around and to be handled. If an animal is deemed unsafe by Stable then Owner must remedy the problem pursuant to Stable’s request.

Owner further understands that they must abide by Stable Rules, as attached hereto and as posted on the bulletin board outside Stable office. Changes in Rules will, from time to time, be provided to Owners.

Owners and all visitors must dress appropriately in the barn. All riders under 18 MUST wear protective helmets. All adults who choose not to wear protective helmets must sign a helmet waiver.

All horses and children shall be under the control of an adult Owner at all times. No child shall enter the arena or barn without being under the direct supervision of Owner. Children under 12 shall remain within arm’s length of an adult Owner at all times.

**Payment of Legal Fees of Stable**

If a dispute arises between the parties, which includes, but is not limited to, late payment of boarding fees, Owner agrees to pay for the Court costs, expenses and attorney fees of the Stable.

**Security Interest**

Stable has a secured interest in the horse to guarantee payment for services provided by the stable and for unpaid out-of-pocket expenses and that the stable may sell the horse, either at a public auction or privately to recover the unpaid balance.

**Termination**

Owner agrees to abide by all the rules and regulations of Stable. Failure to do so may result in the following action, which are under the discretion of the Stable:

1. Verbal warning of violation

2. Written notice of violation and/or possible eviction.

Either party may terminate this agreement by giving 30 days written notice, for any reason or no reason at all.

This agreement is entered into in the Commonwealth of Kentucky and will be interpreted and enforced under the laws of Kentucky and the venue for all legal proceedings arising hereunder shall be Boone County, KY.

**Written Permission of Owner**

If someone other than the Owner, including his/her family member, wishes to be in contact or ride the horse, such person must have written permission signed by the owner to remove or ride horse.

**Waiver**

No waiver by Stable, its agents, representatives, or employees of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach of default in the performance of the same or any other covenant condition or term hereof.

**Change of Terms**

All terms of this Agreement, including, but not limited to daily rental, monthly rental, conditions of occupancy and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE to Owner. If changed, the Owner may terminate this Agreement on effective date of the change by giving Stable THIRTY (30) DAYS PRIOR WRITTEN NOTICE to terminate. If the Owner does not give such notice, the change shall become effective and apply to his/her occupancy.

**Notice**

Written Notice to Owner is defined as a written notification posted on the bulletin board in front of Stephanie England’s office.

**Subletting, Assignment and Access**

No subletting of the Stable or any portion thereof or assignment of this Agreement may be made by Owner without first obtaining written permission from Stable in advance. Additionally, any third party given access to the Stable by Owner, as named in this Agreement, shall be added as an accommodation to Owner and shall have no rights under this Agreement. Owner agrees that Owner shall at all times be liable for any and all actions of any party authorized by Owner to have access to the stable and property.

**Severability**

If any part or provision of this Agreement for any reason is declared invalid, void or unenforceable such provision shall not affect the validity of the balance of this Agreement and the parties agree that this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid part or provision eliminated.

**Disclaimer**

The agents and representatives of Stable are not authorized to make warranties about the Stable, property, and/or recitals referred to in this Agreement. Stable’s agents’ and employees’ ORAL STATEMENT DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by Owner, nor shall any of said statements be considered a part of this Agreement. It is further understood and agreed that Owner has been given an opportunity to inspect, and has inspected, the Stable and Property and that Owner accepts said Stable and Property “AS IS” and “WITH ALL FAULTS.”

**Incorporation of** **Release and Waiver of Liability,**

**Assumption of Risk and Indemnity Agreement**

The parties hereto agree that a certain Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, as executed by the parties, shall be incorporated by reference herein and made a part of this agreement as if fully set forth at length, whether annexed hereto or not annexed hereto as an Exhibit.

**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 Kentucky, and shall be enforced and interpreted in accordance with the laws of said State.

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-signor (18+):

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OWNER INFORMATION**

|  |  |
| --- | --- |
| Name of Boarder: |  |
| If Minor, parent/guardian (financially responsible) |  |
| Age: |  |
| Street Address: |  |
| Mailing Address, if different: |  |
| Cell Phone#: |  |
| Home Phone#: |  |
| Work/Alt Phone#: |  |
| Email address: |  |
| Emergency Contact if Owner / Boarder cannot be reached, Name: |  |
| Emerg. Contact - Cell Phone#: |  |
| Emerg. Contact - Alternative Phone#: |  |

**APPROVED HANDLERS**

|  |  |
| --- | --- |
| List anyone other than you who is permitted to handle your horse. |  |
| Management approval of additional handler: |  |

**INSURANCE INFORMATION**

|  |  |
| --- | --- |
| Is this horse insured? |  |
| What is the value of your horse? |  |
| Type of Insurance |  |
| Name of Ins. Carrier: |  |
| Carrier’s Address: |  |

**Description of Animal**

|  |  |
| --- | --- |
| Name of Horse: |  |
| Name of Owner: |  |
| Age: |  |
| Color: |  |
| Markings: |  |
| Registration/Tattoo: |  |
| Sex: |  |
| Breed: |  |
| Number: |  |
| Height: |  |
| Weight: |  |
| Other Identifying Marks: |  |
| Other: |  |

**MEDICAL HISTORY OF ANIMAL**

|  |  |
| --- | --- |
| Colic: |  |
| Method of Treatment: |  |
| Founder: |  |
| When: |  |
| Method of Treatment: |  |
| What do you prefer your horse be fed: |  |
| Any known food allergies: |  |
| Habits/Vices: |  |
| Does your horse have a history of escaping from stalls, or other enclosures: |  |

|  |  |
| --- | --- |
| Farrier: |  |
| Farrier phone#: |  |
| Veterinarian: |  |
| Veterinarian phone#: |  |

|  |  |
| --- | --- |
| Arrival Date: |  |

**I agree that all the information above is accurate to the best of my knowledge:**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-signor (18+):

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Horse Owners Name [↑](#footnote-ref-1)
2. Horse Owner’s address [↑](#footnote-ref-2)
3. Date service to begin – must be 1st of month, [↑](#footnote-ref-3)
4. Name of horse [↑](#footnote-ref-4)