



Boarding Agreement

WITNESS THE AGREEMENT this ____ day of _____, 20____, by and between Nashwa Farms, LLC referred to as "Stable" and the individual or individuals undersigned, hereinafter referred to as "Owner"

In consideration of \$ _____ per month paid by Owner, Stable Agrees to board the herein described horse(s), Owner agrees to PAY MONTHLY, on the first day of each month by check, please mail to:

Nashwa Farm c/o Tonya Wiertzema
2120 W. Encanto Blvd.
Phoenix, Arizona 85009

1. **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 be daily, weekly or monthly. Payment shall be issued on or before the arrival of horse (s). Owner agrees to pay Stable on or before the 1st day of each month, that this Agreement is in effect, for the cost of boarding, feeding and maintaining the stall or corral in which the Horse is located, any additional services, including but not limited to such as veterinary care, medical and/or farrier expenses will be the Owner. **Late Fees of \$35 will be enforced for any board payments received later than the 5th of the month.**

In the event the Horse is removed from the premises 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 if the Horse, in the 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 immediately upon receipt of said notice and for payment of all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon payment of all fees.

2. **DESCRIPTION OF HORSE (S) TO BE BOARDED:** Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of the Agreement. The Terms and conditions set forth herein shall be applicable to each animal.
3. **FEED, FACILITIES AND SERVICES:** Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and wellbeing of the Horse(s). Owner acknowledges Owner has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefore are as stated in the rate schedule and are subject to change at the Stable's discretion.
4. **RISK OF LOSS AND STANDARD OF CARE:** During the time that the horse(s) is/are in the care, custody and control of the Stable, Stable shall not be liable for any sickness, disease, astray, theft, or death or injury which may be suffered by the Horse(s) or any other cause or action,

whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of the Stable, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability that the horse Owner, or Owner's guest, may receive on the Stable premises.

The Owner fully understands that Stable does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the Horses(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject Horse(s) by Owner.

5. **HOLD HARMLESS:** Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by said 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. 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 blacksmith care required for the health and well-being of said horse(s). All costs of such care required for the health and well-being of said horse(s) shall be paid by Owner within fifteen (10) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agents, to arrange direct billing to Owner.

STABLE MUST KNOW THE OWNERS DISIRES REGARDIDNG SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, STABLE MUST BE INSTRUCTED IN ADVANCE OR ON OWNER'S INFORMATION SHEET, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs on 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 regarding the health, wellbeing, and/or medical treatment of the horse(s).

6. **SHOEING, WORMING AND MEDICAL CARE:** Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. The Horse(s) must be current on all inoculations and worming AT THE TIME IT IS DELIVERED to Stable as evidenced by a current Veterinary Certificate. Horse(s) not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at the expense of horse owner.
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 Farrier 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 ten (10) 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. **OWNERSHIP-COGGINS TEST:** Owner warrants that he/she owns the horse(s) and will provide proof negative Coggins test upon ARRIVAL if horses have resided out of the state of Arizona have travelled out of state in the last 30 days.

9. **STABLE RULES:** Owner hereby acknowledges receipt (see attachment) 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. 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.

10. **TERMINATION OF THIS AGREEMENT:** It is agreed by the Parties, that this Agreement may be terminated by Stable upon seven (7) days' notice. Owner may terminate this Agreement with a (30) days' notice. All notices MUST be issued in writing unless otherwise agreed upon by the Parties. Failure to notify the Stable of termination of this agreement within 30 days will result in the Owner owing the Stable boarding fees for 1 additional month past departure date.
 Initials

11. **RULES AND REGULATIONS:** The Owner agrees to abide by all the rules and regulations of the Stable and acknowledges receipt of same. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by Owner to obtain said horse(s).

12. **RIGHT OF LIEN:** The boarding fee is due upon the first day of the month. In the event said payment becomes overdue by more than sixty (60) days from the first day of the month, Stable shall be entitled to exert a lien against said horse and any other property of the owner upon the premises as 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 Arizona without process of law. Stable shall retain said horse(s) and other property and also retains the right to demand that all indebtedness be paid in cash, cashier's check or money order.

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) once the amount due is later than 60 days. The Stable may exercise its lien rights as above-described for non-payment. This agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said horse(s) upon affidavit by Stable's compliance with foreclosure procedures as required by law. In the event collection of the 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.
initials

13. **STORAGE ON STABLE'S PREMISES:** Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner's risk. Stable shall not be liable for the theft, loss or disappearance of any tack or equipment taken off site or to horse shows or clinics.

14. **ENTIRE AGREEMENT:** This Contract represents to entire agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. The Contract is made and entered into in the State of Arizona shall be enforced and interpreted in accordance with the Laws of said State.

15. **ENFORCEABILITY OF CONTRACT AND SEVERABILITY:** 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.

Owner Signature: _____ Date: _____
Email Address: _____ Phone # _____
Mailing Address: _____ City: _____ State _____
Zip Code: _____

Stable Owner/Representative Signature: _____
Date: _____