**HORSE BOARDING AGREEMENT**

* **Please read all information carefully before signing**

**THIS AGREEMENT** entered into this **\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_,** by and between **Silver Creek Stables, LLC,** a Nebraska Limited Liability company (henceforth understood as ‘**Manager**’) and **APPLICANT** (henceforth understood as ‘**Horse Owner’**)

**Name of Horse Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Boarding**: At the commencement of this Agreement, Horse Owner hereby engages Manager to undertake the boarding of the horses (s) listed and set forth on Exhibit ‘A’, attached hereto, and to provide other incidental services according to the terms and conditions set forth. Boarding shall either be inside or outside at the Horse Owner’s option, subject to availability. Horse Owner agrees to pay Manager the sum of:

\_\_\_\_\_\_\_\_\_\_$595.00 per month for each horse boarded in an inside stall

\_\_\_\_\_\_\_\_\_\_$525.00 per month for each horse boarded in an inside stall/run combo

\_\_\_\_\_\_\_\_\_\_$425.00 per month for each horse boarded in an outside run

\_\_\_\_\_\_\_\_\_\_$375.00 per month for each horse boarded in an outside group lot/pasture (no grain).

\_\_\_\_\_\_\_\_\_\_$35.00 per day for each horse boarded in overnight accommodations.

\*Draft horse breeds may require an additional monthly charge based on weight and size.

**Late fees- Board payments are due on the 1st day of each month.** Fees paid between the 6th and 15th day of the current month due will be subject to a late fee of $15.00 per stated horse. Fees received after the 16th of the month will be subject to a late fee of $30.00 per stated horse. Monthly charges for boarding and other incidental services are due on the 1st of each month prior to boarding. All expenses incurred by Manager for veterinarians, farriers, shoeing, or other out-of-pocket expenses, Manager shall bill after the incurrences thereof upon the next monthly billing cycle.

1. **Boarding services**: Manager can provide the following services for an additional fee. Please check those that apply.

\_\_\_\_\_\_\_\_\_\_ Daily turn-out Monday through Friday at a rate of $10.00 per day (stall horses only)

*\*SCS currently permits training, lesson and clinic rights to one resident trainer approved by owner/manager. SCS does not allow non-resident trainers to conduct paid lessons, training or clinics on SCS property.*

1. **Other Services**: Exercise and conditioning of the horse(s) is the responsibility of the Horse Owner. If Manager feels the Horse Owner’s horse(s) have been or are being neglected, then Manager will report to the Horse Owner that the horse(s) are being neglected. If the care or service is not provided for Horse Owner’s horse within 2 days, then manager will provide the needed services for a $25.00 per service fee. Handling for farrier or veterinarian visits, de-worming, vaccinations or short-term medical care shall be $10.00 per occurrence plus the cost of service (excluding spring and fall vaccinations performed by NEVC).

If Manager is requested to transport Horse Owner’s horse(s) for the care or removal to another facility, there will be a $50.00 transport fee or $2.00 per mile from Manager’s facility, whichever is greater. Owner shall hold Manager harmless for any loss or damage, which results from transportation, except for the willful or gross negligence of Manager. \*Health Certificate and current Coggins must be provided at the time of transport.

1. **Term**: This Agreement shall be for the term of month-to-month
2. **Definitions**: The term ‘Horse Owner’ shall mean the owner, part owner, or lessee of the horse(s) which are contracted to be boarded under this Agreement. ‘Horse Owner’ shall also include the children of the owner, spouse of the owner, part owner, or lessee, as the case may be. The term ‘Manager’ shall include employees of manager. The terms ‘horse(s)’ and ‘horse’, shall refer to all equine species, and also to the specific animal to which this Agreement refers.
3. **Boarding of Horses**: Manager shall board the horse(s), as set forth on Exhibit ‘A’, in accordance with generally accepted standards in the horse-boarding field. The Manager will exercise reasonable care for the protection of the horse(s). Manager will provide suitable facilities and care for the horse(s) in an adequate manner with feed being determined by Manager. Horse Owner shall submit an information sheet (Exhibit A) for each horse on the premises belonging to Horse Owner to Manager before delivery/arrival of horse(s) to Silver Creek Stables property. The information sheet shall include any and all information on each horse that will aid the Manager in the care and boarding thereof. The information sheet should disclose medical conditions, dangerous or bad habits, personality traits, physical condition of the horse(s), and how horse(s) will get along with other horses and persons.
4. **Payment of Invoices**: Invoices submitted to Horse Owner are payable with cash or check upon receipt. Upon completion of the Agreement, Horse Owner shall immediately pay any and all fees and expenses outstanding. The horse(s) will not be released until such fees and expenses have been paid in full. In the event any payment required hereunder by Horse Owner to Manager is overdue by 15 days, manager shall be entitled to a lien against such horse(s) and any equipment or tack stored upon Manager’s premises. Enforcement of such lien is at manager’s discretion, including sale of the horse(s) and/or equipment.
5. **Horse Health Warranty**: Horse Owner warrants to Manager that each horse is up to date and current on the following immunizations, and the horse(s) have been effectively de-wormed. Horse Owner shall provide the following up-to-date documents to Manager prior to entry of the horse(s) onto Silver Creek Stables LLC property.

**DATE OF LAST VACCINATION OF HORSE:**

1. **14 DAY Veterinarian Health Certificate & Current COGGINS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **STRANGLES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Has Horse previously tested positive for strangles? Y OR N: \_\_\_\_\_\_\_\_\_\_\_\_**
3. **INFLUENZA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
4. **RHINO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
5. **TETANUS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
6. **SLEEPING SICKNESS: \_\_\_\_\_\_\_\_\_\_\_\_ Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
7. **WEST NILE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
8. **RABIES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of last worming and type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Thereafter, manager will schedule Nebraska Equine Vet Clinic (NEVC) for spring vaccinations, (EWT-WNV-Rhino-Flu-Strangles-Rabies) and fall vaccinations (Rhino-Flu) for ALL horses being boarded at Silver Creek Stables LLC and each horse owner will be billed directly from NEVC.

Horse Owner states that horse has no known contagious illness and is not being treated for any of the above vaccinated illnesses.

1. **Manager’s Right to Refuse Service**: Manager reserves the right to refuse the continuation of boarding services of any horse(s) for any reason, including but not limited to, horse(s) poor health or unsoundness, dangerous propensities, habits or vices, Horse Owner’s refusal to obey stable rules or to cooperate with manager, on reasonable requests relative to the management, boarding, welfare and safety of horse(s) and persons on the premises. In such event, Manager may give Horse Owner 7 days written notice to remove the horse(s) form Silver Creek Stables property. After all fees and costs have been paid, and the horse(s) have been removed, this Agreement shall be terminated.

1. **Sale or Death of Horse(s**): It is hereby agreed that in the event of the sale of the horse(s) or the death of the horse(s), Manager has the option of accepting another horse(s) or owner, in accordance with the terms and conditions of this Agreement.
2. **Emergency Care**: Manager agrees to attempt to contact Owner should Manager determine veterinary treatment is needed for the well-being of Horse Owner’s horse(s), but if Manager is unable to contact Horse Owner, Manager is authorized to secure emergency veterinary and farrier care, required for the health and well-being stated horse(s). All costs of such care incurred shall be paid by Horse Owner within 15 days from the date Horse Owner receives notice thereof. Manager is authorized to arrange direct billing of Horse Owner. Manager may presume that Horse Owner desires surgical care if recommended by a veterinarian, in the event of colic, or other life-threatening illness or injury, unless Manager is, or has been, instructed by Horse Owner or previously recorded on Horse Owner’s information sheet that the horse(s) is/are not surgical candidates. Horse Owner agrees to notify Manager of ANY and ALL changes of address, emergency telephone numbers or other information deemed reasonably- necessary to contact Horse Owner in the event of an emergency. In the event Horse Owner departs for vacation, or is to be otherwise unavailable, Horse Owner shall notify Manager of the person or entity which is authorized to make decisions in the Horse Owner’s absence.
3. **Inherent Risks and Assumption of Risks**: **This Agreement is null and void unless Exhibit ‘B’, duly executed by Horse Owner, is attached and signed hereto.**
4. **Risk of Loss and Standard of Care**: During the time that the horse(s) is/are in custody of Manager, Manager shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of willful negligence on the part of manager, it’s agents, and/or employees. This includes, but is not limited to, any personal injury or disability the Horse Owner may sustain on Manager’s premises. The Horse Owner fully understands that Manager does not carry any insurance on any horse(s) not owned by Silver Creek Stables LLC 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 horse(s) in the possession of, and on the premises of Manager’s are to be borne by the Horse Owner. The standard of care applicable to Manager is only that of ordinary care of a reasonably prudent horse boarding manager and not as a compensated bailee. In no event shall Manager be held liable to Horse Owner for equine death or injury in an amount in excess of $3,000.00 per horse. Horse Owner is responsible for obtaining equine insurance for any and all horses valued in excess of $3000.00. Horse Owner agrees to disclose this entire agreement to Horse Owner’s insurance company and to provide Manager with the name, address and policy number of said insurance company. Failure to disclose insurance information shall be at Horse Owner’s risk and shall not constitute any waiver by Manager of the requirements of this section.
5. **Direct Loss to Personal Property Warning**: Horse Owner is hereby warned that direct loss or damage, theft, injury or disappearance of Horse Owner’s horse, tack, equipment, horse trailer or other property is not covered by Manager’s insurance and Manager shall not be held liable for the Horse Owner’s horse(s), tack, equipment or other personal property.
6. **Owner Acceptance of Responsibility**: Horse Owner has inspected the Manager’s premises and/or has in some other way satisfied himself/herself that the conditions of the premises and the facilities will provide adequate and a reasonable level of safety for Horse Owner’s horse(s). Horse Owner further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the horse(s) while in the control of the Horse Owner, Horse Owner’s family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous and destructive behavior not disclosed to the Manager by Horse Owner. Horse Owner is also responsible for any accidents, injuries, and loss of life sustained by Horse Owner, Horse Owner’s family members, invitees and agents caused by or in relation to the Horse Owner’s horse(s).
7. **Right of Termination**: Upon 30 days of written notice to the Manager and after a minimum boarding period of 30 days, the Horse Owner may terminate this Agreement for any reason. Manager shall be paid in full for all fees incurred up to the termination date. After all fees have been paid in full, this Agreement shall be null and void.
8. **Entire Agreement Governing Law**: This Agreement, and the attachments hereto, represent the entire Agreement between the parties. This Agreement may only be modified or amended in writing, signed by both parties. This Agreement is governed by, and subject to, the laws of the **State of Nebraska**.

**Signature of Horse Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibit ‘A’**

*Horses(s) Boarded at Silver Creek Stables, LLC*

Name:

Address:

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_ Zip:

Phone#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner’s Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #:

Name of Horse:

(Barn Name) (Registered Name)

Brands and/or Scars:

Year of birth: \_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_ Color/Markings:

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shod: (Y or N) \_\_\_\_\_\_\_

Veterinarian of Choice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Veterinarian’s Phone#:

Farrier of Choice:

Farrier’s Phone#:

Current Coggins: (Y or N) \_\_\_\_\_\_\_\_\_\_\_ Current Health Certificate: (Y or N)

Current Vaccination Record: (Y or N)

Date of Last De-Worming:

Horse Health History: (Previous Injury, Colic, Illness or Surgery)

Horse Behavioral Habits: (cribbing, head-shy, biting, etc.)

*\*It is the* ***Horse Owner’s responsibility*** *to keep current and* ***notify Manager*** *of any and all medical, behavioral and/or injuries and health changes with regards to the horse(s) under contract and pursuant to this application as requested above.*

Is horse insured? (Y or N) \_\_\_\_\_\_\_\_ Insurance Carrier:

Insurance Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Phone#:

Insurance Contact for Emergencies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Contact Phone#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Storing Trailer on SCS Property: (Y or N) \_\_\_\_\_ Plate #:

Make and Model of Trailer:

Main Vehicle for Pulling Trailer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Plate #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Silver Creek Stables LLC requires the following to be completed and returned before boarding at SCS:**

* **Boarding application**
* **Barn Rules form signed by Horse Owner**
* **Current Vaccination and De-Worming Record**
* **14-day Health Certificate and current Coggins**
* **Safety Helmet Waiver**
* **Release and Waiver of Liability**
* **First Month’s Board Payment**

**Exhibit ‘B’**

**RELEASE OF LIABILITY**

In consideration of Manager undertaking the boarding and incidental services under the terms set forth herein, I, the undersigned Horse Owner, do agree to hold harmless and release the Manager, Manager’s family members, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and insurers, and others acting on Manager’s behalf, (hereinafter, collectively referred to as ‘Associates’), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Manager’s and/or Manager’s Associates ordinary negligence; and I do further agree that, except in the event of the Manager’s gross negligence or willful and wanton misconduct, I shall not bring any claims, demands, legal actions or causes of action, against the Manager and Manager’s Associates as stated above in the clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the horse(s), and/or my minor child or legal ward, or any guest whom I invite and bring on to the property, in relation to the premises and operations of the Manager.

The parties hereto have executed this Agreement on the day/year listed above;

**HORSE OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MANAGER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

3/30/2020