



OVERNIGHT HORSE LODGING AGREEMENT

*****NO STUDS - CRYPT ORCHIDS OR PROUD CUT GELDINGS ALLOWED*****

Proof of current Vaccinations & current Coggins Test is REQUIRED FOR EACH HORSE RESERVATION

NO REFUNDS FOR UNANNOUNCED AND/OR EARLY DEPARTURES

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between **Hummingbird Ranch LLC**, hereinafter referred to as "**HRLLC**", providing services as an independent contractor, physically located at 6515 Green Meadow Dr, Helena, MT

59602, email address is info@hummingbirdranch.LLC and **PATRON (Print Name)** _____ residing at (Physical Address) _____, email address is _____ hereinafter referred to as "**PATRON**". These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

Term: The term of this AGREEMENT shall be on an **OVERNIGHT LODGING BASIS** commencing on _____, 20__ and ending on _____, 20__.

Lodging Fee:

Prepaid lodging fee is due upon arrival. Extra charge of \$20.00 for Draft breeds and/or Draft breed crosses

- Indoor stall with outdoor run way shall be \$35.00 per horse, per night.
- Larger outdoor electric rope pen with loafing shed & auto-water shall be \$25.00 per horse, per night.
- Dry camp \$30.00 per night; additional \$5.00 per night for extension cord electricity
- This includes use of the indoor and outdoor arenas during your stay.

2. OWNERSHIP, VACCINATION REQUIRMENTS AND DESCRIPTION OF HORSE(S)

ALL HORSES MUST BE VACCINATED, DEWORMED & COGGINS TESTED BEFORE ENTERING THE PROPERTY

"PATRON" represents and warrants the following:

a.) All horses described in this agreement have received current vaccinations for:

EEE, WEE (Eastern/Western) _____ Tetanus _____ Virus Flu – Rhino _____

Strep – Strangles (Pinnacle) _____ Equine Influenza _____ within one year and has a current Coggins Test showing negative results. Proof of the vaccinations and Coggins Test results shall be provided to "HRLLC" either through the applicable veterinarian or by some documentation (receipt).

b.) "Patron" recognizes that "HRLLC" engages in "equine activity" as such is defined in #27-1-726(3) MCA; is an "equine activity sponsor" as such is defined in #27-1-725(4) MCA. "Patron" understands that it will be engaging in "equine activity" as such is defined in #27-1-726(1) and is an equine "participant" as such is defined in #27-1-726(6) MCA. "Patron" also recognizes the "risks inherent in equine activities" as such are defined in #27-1-726(7) MCA

rev 11.23.24

Complete the following for each horse. Use back side of page if needed for additional horses.

Name & Reg#:	Name & Reg#:
Age:	Age:
Color/tattoo or identifiable markings:	Color/tattoo or identifiable markings:
Sex:	Sex:
Breed:	Breed:
Name & Number of Veterinarian:	Insurance Name & Number:

3. AUTHORITY OVER HORSE

"PATRON" represents and warrants that they are the OWNER of record of Horse, or that they have express authority of the OWNER of record to enter into this AGREEMENT and to house Horse with "HRLLC". If "PATRON" is not the OWNER of record of Horse, "PATRON" nonetheless agrees to be fully bound by the terms of this AGREEMENT, and liable for all sums hereunder. **(Sign Here)** _____

4. FEED AND FACILITIES

"HRLLC" agrees to provide an indoor stall with outside run to include water for Horse. "PATRON" understands they are responsible for feeding and caring for horse(s). ***Hay and shavings are not provided***, but are available on site for an additional fee; *Hay \$15.00 per small square bale shavings \$7.00 per bag.

*"PATRON" has examined available hay and accepts condition/content: **(Initial Here)** _____

"HRLLC" shall have 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. If blanketing is necessary, blanketing and removal of the blanket is the responsibility of the "PATRON".

5. HORSE'S PHYSICAL CONDITION

Except as specified in this section, to "PATRONS" knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care. **(Initial Here)** _____

Exceptions: _____

6. RISK OF LOSS

During the time that the horse(s) is/are in the custody of "HRLLC", "HRLLC" 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 "HRLLC" premises. "PATRON" fully understands and hereby acknowledges that "HRLLC" does not carry any insurance on any horse(s) not owned by "HRLLC" including, but not limited to, such insurance for lodging or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to lodging of horse (s), or for any other reason, for which the horse (s) is/are in the possession of "HRLLC", are to be borne by "PATRON". This also includes any trailers or tack that is left overnight on the property.

7. EMERGENCY CARE

"HRLLC" agrees to attempt to contact "PATRON", at the following emergency telephone number

(_____), should "HRLLC" feel that medical treatment is needed for said horse (s), provided however, that in the event "HRLLC" is unable to contact "PATRON" within a reasonable time, which time shall be judged and determined solely by "HRLLC", "HRLLC" 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 "HRLLC", as "HRLLC" 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 "PATRON" upon receipt of invoice provided however, that "HRLLC" is authorized to arrange direct billing by said care provider to the "PATRON".

Vet & Farrier in Case of Emergency: Veterinary Services; Montana Equine Farrier Services; Michael Lynn

***Colic Information:** I, the "PATRON", understand that there are many different manifestations of colic in a horse and that usually immediate attention and minor drugs and/or doctoring by a veterinarian will generally remedy the situation. Emergency colic surgery is not necessarily the first and only option, *however*, should I be faced with that decision as the only remedy to possibly save my horse's life (and I am not reachable) I hereby authorize you, "HRLLC", to act in the following manner on my behalf: It is understood that everything possible would be done by "HRLLC", and my chosen veterinarian to help my horse short of surgery.

_____ I authorize the procedure if my chosen vet feels that colic surgery is the only possible life-saving remedy, I also understand that this procedure is very expensive and does not guarantee my horse's survival. I will be responsible for all charges related to a colic incident.

_____ I do not authorize colic surgery for my horse but will be responsible for any other actions deemed necessary by my vet, including euthanasia. I will be responsible for all charges related to a colic incident.

8. PROPERTY RULES

"PATRON" hereby acknowledges receipt and understanding of the current "HRLLC" rules, which are incorporated by reference in full, as if fully set forth herein. "PATRON" 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.

"PATRON" acknowledges the rules include but are not limited to:

- Children under the age of 18 must be under the "PATRON'S" supervision at all times. No Exceptions!

* All guests of the "PATRON" MUST sign a waiver! No Exceptions!

- Immediate notice is required for all scheduled appointments such as vet and farrier.
- Immediate notice is to be given if "PATRON" intends to use an arena for riding.
- Dogs are not permitted loose on the premises. They must be contained in vehicle during horse drop off and pick up.
- Barn must be closed before departure.
- If using the hitching rails- or indoor arena, "PATRON" must clean up after their horse(s). Waste shall be disposed of in the labeled receptacle.
- Smoking is not permitted on the premises.
- Ensure gates are securely closed before departure.
- All persons under the age of 18 must wear a RIDING HELMET anytime they are on horseback. NO EXCEPTIONS

- Hours of operation are 9am – 8pm. Please respect these hours and inform “HRLLC” if horses are to be picked up or dropped off outside of these hours.
- **“HRLLC” may revise these rules from time to time and “PATRON” agrees any revision shall have the same force and effect as current rules. Failure, as determined in “HRLLC” sole discretion, of “PATRON” or “PATRON’s” guests and invitees to abide by “HRLLC” rules may result in “HRLLC” declaring “PATRON” in default hereunder and result in termination of this OVERNIGHT HORSE LODGING AGREEMENT.**

9. DEFAULT

Either party may terminate this OVERNIGHT HORSE LODGING AGREEMENT for failure of the other party to meet any material terms of this OVERNIGHT HORSE LODGING AGREEMENT, including but not limited to item 9 - “HRLLC” 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 “HRLLC” under this OVERNIGHT HORSE LODGING AGREEMENT shall be due and payable immediately. Failure to make immediate payment shall place “PATRON” in default hereunder.

10. ASSIGNMENT

This OVERNIGHT HORSE LODGING AGREEMENT may not be assigned by “PATRON” without the express written consent of “HRLLC”.

11. NOTICE

- All notices to “HRLLC” must be in writing and delivered to “HRLLC” at info@hummingbirdbranch.LLC to provide proof of delivery:
- All notice to “PATRON” must be in writing and delivered to “PATRONS” email address listed above in this OVERNIGHT HORSE LODGING AGREEMENT to provide proof of delivery.

12. HOLD HARMLESS, DEFEND AND INDEMNIFY

“PATRON” agrees to defend, indemnify, save and hold harmless “HRLLC” and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys’ fees, or costs that they may incur arising out of or in any way connected with use of “HRLLC” facilities while present at “HRLLC’s” facilities, horse’s conduct, “PATRON’S” use or access to horse, or “PATRON’S” agents’ actions, breaches, failures, or omissions in performing or furthering this OVERNIGHT LODGING AGREEMENT.

13. RELEASE AND WAIVER OF LIABLITY, AND ASSUMPTION OF RISK

a. I understand that it is the recommendation of “HRLLC” to utilize safety gear appropriate to my level of experience while interacting with horses. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use appropriate safety gear.

b. Horses are inherently dangerous. I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that “HRLLC” cannot control the horses lodged there, and that I shall release and hold harmless “HRLLC” from any injury arising out of or related to equine activities at “HRLLC’S” facilities.

c. I am responsible for my own conduct and that of my horse. I understand that I will handle my horse, and will conduct myself, at my own risk while I am on the “HRLLC” property.

d. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold "HRLLC", its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

(Patron Signature) _____

14. COMPREHENSION Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire OVERNIGHT LODGING AGREEMENT, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

15. GOVERNING LAW AND VENUE This OVERNIGHT LODGING AGREEMENT shall be governed by the laws of Montana. Venue for resolution of disputes shall be proper in Lewis & Clark County, Montana.

This agreement is subject to the laws of the State of Montana.

BY SIGNING THIS OVERNIGHT LODGING AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD'S OR OTHER PRESENCE AT "HRLLC", INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF "HRLLC". READ THIS OVERNIGHT LODGING AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. SIGNATURE ALSO INDICATES "PATRON" HAS VIEWED/EXAMINED ALL "HRLLC" FACILITIES, PENS, PADDOCKS, ARENAS AND DEEMED THEM FIT FOR THE "PATRON" AND HORSE(S).

Executed On _____ on this date first set forth above.

"PATRON's" Signature: _____

"PATRON's" Printed Name: _____

Address: _____

City: _____

State: _____ ZIP: _____

Phone: _____ Email Address: _____

"HRLLC" Representative Printed Name: _____ SIGNATURE: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email Address: _____