

# **BOARDING AGREEMENT**

THIS AGREEMENT, for good and val	uable consideration receipt of which is		
hereby acknowledged, dated the	day of ,		
20 made by and between Keystone Equestrian, hereinafter referred to as			
<del></del> •	ndependent contractor, located at 1350 W		
Jordan Narrows Rd, Bluffdale, Utah, ar	•		
hereinafter referred to as OWNER, resi	ding at		
(Owner's address).			
OWNER PHONE:			
OWNER EMAIL:			
These parties warrant that they have the	e right to enter into this AGREEMENT.		
1. FEES, TERMS & LOCATION			
Indoor stalls	\$475/mo		
Indoor stalls with attached run (run not available in winter)	\$500/mo		
Individual outdoor pens with shelter	\$400/mo		
Group pens	\$350/mo		

\$475 or \$500 per inside horse and \$350 or \$400 per outside horse, per month, shall be paid in advance, by the 1st day of each month, by OWNER to Keystone.

Keystone agrees to board the herein described horse(s) on a month to month basis commencing20
TRAINING: Training services provided by Keystone at a rate of \$450 (12 sessions/month training including turn-out) \$600/mo (20x/month training including turn-out) and are due on the 1st of each month and are payable to Keystone.
TURN OUT: Turn out services are provided at a rate of \$65/mo, are due on the 1st, and are payable to Keystone.
LUNCH: In addition to morning and evening feedings, clients may choose to have a mid-day feeding provided to their horse(s) for a fee of \$30 per month.
SHOW, HAULING, AND OTHER FEES: Other miscellaneous fees incurred by the owner regarding showing, hauling, or other extra activities will be billed along with board. Show fees will be due prior to departure to any show.
Late fees: Board is due on the 1 <sup>st</sup> of each month. Keystone offers a "grace period" through the 3rd. Accounts are required to be paid in full each month. Balances paid after the 3rd of the month in which they are due shall be subject to a \$50 per horse, late fee. Returned or cancelled checks will also be subject to the same late fee. Please plan ahead. If you will be out of town on the 1 <sup>st</sup> , make arrangements in advance. Payments can be made by dropping checks in the payment box, or via Venmo, or via mail.
2. DESCRIPTION OF HORSE(S) Name:
Age:
Gender:
Color:
Breed:
Insurance carrier if applicable:

#### 3. TACK AND TRAILER STORAGE

OWNERS are permitted to store horse trailers on-site at no additional cost. OWNERS are permitted to store tack and other supplies on-site in an assigned tack storage area (based on availability). OWNERS are permitted to keep one tack trunk outside of their horse's stall. Any items that do not fit inside the single tack trunk must be stored at home or elsewhere. Storage space is limited.

#### 4. HOLD HARMLESS

OWNER agrees to hold Keystone harmless from any claim resulting from damage or injury caused by or to any boarded horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Keystone in defense of such claims. OWNER agrees to have all of his or her guests sign the Keystone liability waiver. OWNER agrees to hold harmless and indemnify Keystone for any and all illness, injury, death, damage and/or all claims or losses of any kind or nature, incurred by OWNER, OWNER'S horse(s), or any third party, whether caused by the OWNER directly or indirectly, even if caused in whole or in part by the negligence or any other fault of KEYSTONE, except willful and wanton misconduct. OWNER agrees to reimburse KEYSTONE for their attorney's fees and costs incurred to defend against any such claims. OWNER warrants that he owns the horse and will provide, prior to time of delivery, proof of a negative Coggins test. OWNER further warrants that proof of a negative Coggins test will be furnished annually when requested.

### 4. RISK OF LOSS

During the time that the horse(s) are in the custody of Keystone, Keystone 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 in Keystone's care. OWNER fully understands and hereby acknowledges that Keystone does not carry any insurance on any horse(s) not owned by Keystone, including, but not limited to, such insurance for boarding 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 boarding horse(s), or for any other reason, for which the horse(s) is/are in the possession of Keystone, are to be

borne by the OWNER.

## 5. EMERGENCY CARE

Keystone agrees to attempt to contact the OWNER, at th	e following emergency
telephone number	, should Keystone
feel that medical treatment is needed for said horse(s), pr	ovided however, that in
the event that Keystone is unable to contact OWNER wi	thin a reasonable time,
which shall be judged and determined solely by Keyston	e, Keystone is then
hereby authorized to secure emergency veterinary care a	nd/or blacksmith care,
and any licensed providers of such care who are selected	by Keystone, as
Keystone determines is required for the health and well-l	being of said horse(s).
The cost of such care secured shall be due and payable b	y the OWNER within
15 days from the date the OWNER receives notice thereo	of, provided however,
that Keystone is authorized to arrange direct billing by sa	aid care provider to the
OWNER.	_

### 6. DEFAULT

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement, including failure to pay board. Clients with overdue bills of board or other charges will be given thirty-day demand letters/notice that the account is overdue. If accounts are not made current by the date indicated in the letter, the client will be sent to collections. The client agrees to pay the fees associated with collecting the debts owed to Keystone, including any legal fees, attorney fees and court costs.

### 7. NOTICE OF TERMINATION

OWNER agrees that 30 days written notice shall be given to KEYSTONE as to the termination of this, or any part of this agreement. Changes to training and turnout schedule need to be communicated to Keystone or directly to the TRAINER via email, text, or in writing via note or some other means. OWNERS can text Rick Smith at 801-857-0729, or email him at info@keystoneteam.com or can contact their TRAINER directly. No refunds will be given for prepaid board, training, or lessons.

## 8. RIGHT OF LIEN

OWNER is put on notice that Keystone has and may assert and exercise a right of lien, as provided for by the laws of the State of Utah for any amount due for the board of said horse(s), and also for the storage or other charges due hereunder, and further agrees Keystone shall have the right, without process of law, to attach a lien to said horse(s) after three months of non-payment or partial payment and Keystone can then sell said horse(s) to recover its loss.

This Agreement is executed this	day of	20
By:	(OWNER)	
Place of Employment:		
Driver's License Number or SS#		
And: (Keystone Equestrian)		