

# Southern Equine Services, PC

N. Scott Owen, DVM

Kristin Varga, DVM

## Standard Services Agreement

This agreement, dated \_\_\_\_\_ is made by and between Southern Equine Services (SES) and \_\_\_\_\_ (Owner) and is subject to the laws of the state of Alabama.

### **Boarding Fees/Terms**

All outstanding charges must be paid in full before removing any horse from SES premises. All care charges incurred including, but not limited to, veterinary services, farrier services, special dietary services, as well as board expenses are due at the first of the month. SES has the right to maintain possession of the horse until all fees have been paid in full. SES reserves the right to request a deposit for services to be rendered.

Please check the type of board desired: (All horses will be fed twice daily. Mares foaling out must be on stall board.)

☐ Paddock-\$15/day ☐ Stall-\$17/day ☐ Foaling/Nursing Mares (Stall)-\$19/day ☐ Hospitalization-\$20/day

Reason for boarding: ☐ Breeding ☐ Foaling ☐ Boarding Only ☐ Medical Treatment Turn out for stall board?: ☐ Yes ☐ No

### **Description of Horse**

Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Reg./Tattoo #: \_\_\_\_\_ Age: \_\_\_\_\_

Sex: \_\_\_\_\_ Color: \_\_\_\_\_ Arrival Date: \_\_\_\_\_ Departure Date (if known): \_\_\_\_\_

Value of Horse: \$ \_\_\_\_\_ Blanket left with horse: ☐ Yes ☐ No Halter/lead left with horse: ☐ Yes ☐ No

Grain Type and Amount: \_\_\_\_\_

Hay Type: ☐ Alfalfa \_\_\_\_\_ flakes \_\_\_\_\_ times per day ☐ Mixed Grass \_\_\_\_\_ flakes \_\_\_\_\_ times per day

If the horse boarding is a mare and she has a foal by her side – Name of Foal: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_ Breed: \_\_\_\_\_ Value of Foal: \$ \_\_\_\_\_

### **Refunds and Right to Refuse Services**

No refunds will be given for services rendered regardless of outcome. SES reserves the right to refuse service at any time with notification to horse owner.

### **Ownership**

Owner warrants that he/she owns said horse and that there are no liens against said horse, expressed or implied by law. If said horse is registered or eligible for registration, a copy of the registration papers (or sire and dam information if not yet registered) for each horse must be provided to SES upon arrival.

### **Basic Health Maintenance**

A current negative Coggins test (within the past twelve months) and proof of current vaccinations and deworming must be provided to SES at time of delivery. If this is not provided, a new Coggins test will be drawn and the horse will be vaccinated and dewormed at the Owner's expense. Additionally, all horses will receive farrier care as necessary by the farrier of SES's choice at the owner's expense unless the owner arranges for such care at appropriate intervals.

### **Emergency Care**

SES agrees to attempt to contact Owner at the phone number(s) provided if SES feels that medical treatment is needed for said horse. In the event that SES is unable to contact Owner within a reasonable time, SES is then hereby authorized to provide emergency veterinary and/or farrier care. The cost of such care shall be due and payable by Owner with next month's board (or before said horse leaves SES premises).

### **Assignment/Risk of Loss**

Owner may not assign this agreement without the express written consent of SES. During the time that the horse is in the custody of SES, SES shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse, or any other cause of action whatsoever arising out of or connected in any way with the treatment or boarding of the

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horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on SES's premises. Owner fully understands and hereby acknowledges that SES does not carry any insurance on any horse not owned by SES, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of the horse, or for any other reason, while the horse is in custody of SES, will be borne by Owner.

Horse owner agrees to disclose this entire agreement to the horse owner's insurance company and to provide SES with the insurance company's contact information and policy number(s) associated with each horse. Failure to disclose insurance information shall be at the horse owner's risk.

## Hold Harmless

Owner and owner's respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf agree to hold harmless and release SES and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence related to any and all injuries, damages, personal property damages or losses that owner may sustain arising out of being on the premises of SES unless such injury, damage, or loss was intentional or in reckless disregard for safety. Owner and owner's respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf agree to adhere to the provisions of the Alabama State Law regarding liability risk inherent to equine activities.

## Right of Lien for Non-payment of Charges

All outstanding charges are due in full prior to removing horse from SES premises. SES accepts Visa, MasterCard, American Express, and Discover as well as cash and personal checks. After 30 days from billing date, service charges of 3% monthly will be assessed on the outstanding balance. Owner is put on notice that SES has and may assert and exercise a right of lien, as provided for by the laws of the State of Alabama, for any amount due for the board and keep of horse. Owner further agrees that SES shall have the right, without process of law, to attach a lien to said horse after two (2) months of non-payment and SES can then sell horse to recover its loss. Owner agrees to pay all reasonable collection and attorney fees incurred by SES in attempting to collect any outstanding balance.

## Credit/Debit Card To Be Held for Services

I, \_\_\_\_\_, attest that I am fully authorized to allow charges on the credit/debit card listed below for services to be rendered by SES for the above listed horse. The credit/debit card below is authorized to be held by SES and will be charged for all services rendered to the above horse for the entirety of their stay at SES if alternate form of payment is not provided.

Card Holder Name (as shown on credit card): \_\_\_\_\_

Billing Address (If different from Owner): \_\_\_\_\_

Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ Security Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

I, \_\_\_\_\_, attest that I am the owner for the above mentioned horse. I warrant and guarantee that I, the undersigned, have full authority to enter into this contract and am the party responsible for all terms and conditions hereof, including prompt payment of all charges.

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

Printed Name of Horse Owner: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_