

Breezy Acres Horse Farm Stable Agreement

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20_____, by and made between **Breezy Acres Horse Farm**, hereinafter referred to as "Stable," and the individual or individuals undersigned, hereinafter referred to as "Owner."

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. The boarding fee is due upon first of the preceding month.
2. **Description of Horse(s) to be Boarded.** Owner agrees to submit fully complete Owner Information Sheet for each horse boarded upon execution of this agreement.
3. **Feed Facility and Services.** Owner to provide the feed unless otherwise agreed upon. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefor are as provided by the Stable and subject to change at Stable's discretion.
4. **Risk of Loss and Standard of Care.** During the time that the horse(s) is in the custody of the Stable, Stable shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on Stable's premises. Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by Stable, including, but not limited to, such insurance for boarding or for any purposes, for which the horse(s) is covered under public liability, accidental injury, theft or equine mortality. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.
5. **Liability Insurance.** **IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN ANY AMOUNT.**
6. **Hold Harmless.** Owner agrees to hold Stable harmless from any claims arising from any damage or injury caused by said horse, Owner or his guests and invitees, to anyone, included by not limited to legal fees and/or incurred by the Stable in defense of such claims arising from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded at Stable.
7. **Emergency Care.** Stable agrees to attempt to contact Owner should Stable feel 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 secured shall be paid by Owner within fifteen (15) days from the Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.
8. **Ferrier and Worming.** Owner agrees to provide the necessary hoof maintenance and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide stable with all health records with regard to horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event the same is not accomplished and proof of the same presented to the Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be obligation of Owner, and upon presentation by Stable of bill for such services rendered, including service charges, and bill shall be paid within fifteen (15) days from the date the bill is submitted.

9. **Ownership-Coggins Test.** Owner warrants that it owns said horse(s), that there are no liens against said horse(s) express implied by law and will provide prior to time of delivery of said horse(s), to Stable, proof of satisfactory of negative Coggins test current within the twelve month period immediately preceding delivery of horse to Stable.

10. **Limitation of Actions.** Any action or claim brought by Owner against Stable for breach of this Contract or loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

11. **Changes or Terminate of This Agreement.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties.

12. **Stable Rules.** The Owner hereby acknowledges receipt and understanding of current Stable rules and regulations. Owner agrees he and his guests and invitees will be bound by these rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules.

13. **Right of Lien.** Owner is put on notice that the Stable has and may assert and exercise a right of lien, as provided for by the laws of the State of Texas for any amount due for board and keep of horse(s), and further agrees Stable shall have the right, without process of law, to attach a lien to your horse(s) after (2) months of non-payment or partial payment and stable can sell horse(s) to recover its loss.

14. **Property in Storage on Stables Premise.** Owner may store tack and equipment on premises of Stable at no additional cost to Owner. Stable shall not be responsible for the loss, theft, disappearance, or damage of tack equipment stored at Stable.

Executed on the date first set forth above.

“Owner”

SIGNATURE: _____

DATE : _____

PRINT NAME HERE: _____

Address: _____

Phone Number: _____

ACCEPTED BY: “STABLE” REPRESENTATIVE

SIGNATURE: _____

DATE : _____