

# Holly Valley Equestrian Stable

## Boarding Agreement

By this agreement, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, herein referred to as the "Owner" and Holly Valley Equestrian Stable, LLC referred to as "Stable".

I. Fees: it is hereby agreed to as follows:

Owner agrees to pay the sum of \$\_\_\_\_\_ due on the first of the month. The Stable will not allow any horse to leave on any given day later than NOON without charging one full day's board. Monthly board is to be paid in advance.

Stable requires a 30-day written notice if Owner intends to sell or move horse. Owner is responsible for a full month's board should there be no written notification prior to horse leaving Stable premises. Fees paid after the tenth of any month shall be subject to a late fee of \$25. Owner shall also pay all charges of and for special services listed hereinafter and all veterinary and medical costs that may be incurred hereinafter for the horse.

If stall is not chosen for horse, then pasture space will be provided for said horse with grain-feeding twice daily and hay provided as needed during winter months.

II. Description of horse:

Horse's name \_\_\_\_\_ Breed \_\_\_\_\_

Age \_\_\_\_\_ Color/Markings \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_

Known Vices \_\_\_\_\_

Supplements & Additional Information \_\_\_\_\_

Preferred Veterinary Provider \_\_\_\_\_

*(In event of emergency HOLLY VALLEY EQUESTRIAN STABLE, LLC uses Equine Medical Center)*

Preferred Farrier \_\_\_\_\_

III. Release & indemnity

1. If horse becomes ill or is injured, Stable shall attempt to telephone owner immediately. If the Owner does not immediately inform Stable regarding appropriate measures to be taken, or if the state of the animal's health requires immediate action, Stable is authorized to request the services of a veterinarian or to give any other attention that appears advisable and reasonable. The Owner shall promptly pay all expenses for all services relating to illness or injury.

2. The Owner agrees that Stable shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident. The Owner further agrees he/shall be responsible at all times for any and all acts of the animal including, but not limited to damage to Stable's property such as stalls, buckets, lighting, fencing, wiring, etc., and claims, injuries or loss of life that may be sustained by Owner, his/her family, invitee, agents or any other persons or their property. Stable will bill horse Owner for any damages done by horse.
3. Owner acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation; the propensity of a horse to behave in ways that may result in injury or harm to, or the death of person(s) on or near the horse or result in an injury or death to other animals, including Owner's horse, such as bucking, biting, kicking, rearing, shying, falling or stepping on person(s) or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, person(s) or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse owner not to maintain control over his/her horse or horses.

IV. Owner expressly acknowledges and assumes all risks involved in or arising from the use by owner or owner's horse, or their presence upon stable property & facilities, including without limitation; equine-related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.

1. Owner hereby releases, exonerates and absolves Holly Valley Equestrian Stable, LLC, Gwinnett Church of Christ, Central Gwinnett Church of Christ, officers, staff members, volunteers, sponsors, organizers, agents and any other representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and agrees to refrain from filing lawsuit or legal claim against them or any of them on account of or in conjunction with any claims, causes or action, injuries, damages or expenses (collectively "liabilities") arising out of the use or presence upon Stable property and facilities by Owner or Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss including consequential damages.
2. Owner hereby waives the protection afforded by any statute or law whose purpose or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person given the release does not know or suspect to exist at the time executing the release.
3. Owner agrees that boarded horse(s) will participate in Stable's worming, immunization and teeth floating programs and that horses are shod or trimmed on a regular basis (at a minimum of every eight weeks).
4. Holly Valley Equestrian Stable, LLC will set up visits from the farrier and for regular vet services needed.

## V. Right of lien

Owner hereby grants a lien on the horse for all charges resulting from boarding and rendering any other service to the animal. If such charges are unpaid for a period of thirty (30) days after due, Stable may, upon fifteen (15) days' notice in writing to Owner, sell the horse at public or private auction to satisfy the account. Owner agrees to relinquish title to any and all breed associations and/or registration papers upon enforcement of this clause. The notice may be served by registered or certified mail with return receipt requested, addressed to the Owner at the address of record (above). The proceeds of the sale, after the expenses thereof, shall be applied to liquidate the indebtedness secured by the lien including all charges accrued in caring for the animal up to the date of sale and the balance shall be paid to the Owner. If the proceeds of the sale are insufficient to cover the indebtedness, the Owner shall pay the difference to the Stable.

## VII. Services

1. The boarding fees include twice-daily feeding (up to a maximum daily limit, often quarts of feed); horse will be provided an adequate amount of hay to sustain his weight and nutritional requirements; a box or straight stall cleaned daily, bedded with sawdust in a quantity to be decided as adequate by the stable manager. Owner is permitted to pick out horse's stall; however, no boarder is to add extra sawdust to a stall without permission from the Stable manager. If stall is not chosen for horse, then pasture space will be provided for said horse with once-daily grain feed and hay provided when needed. Fresh water is provided in adequate amounts on schedule. If bucket is empty, it does not mean your horse is not being watered; he simply drank it. All horses are turned out a minimum of five (5) hours daily. No Owner or agent is to feed additional grain or hay which belongs to the Stable. Owner may supply additional hay, grain or supplement. No reduction in fees will be authorized if alternate feed is provided. Stable is not responsible for the well-being of any horse receiving amounts of feed determined unsuitable by Stable or its management.
  - a. Additional hay or grain is available for an addition charge per month;
  - b. Special feed required by older or sport horses is available for an additional charge per month;
  - c. Owners must provide supplements, or if Stable purchases supplements, Owners will be charged on monthly statement.
  - d. No Owner or designee of Owner, other than Stable staff, is to provide additional grain, hay, supplements or medications to horse without consulting with and notifying Stable management.
2. In the event that someone other than the Owner or his/her family member calls for the horse, such person must have written permission signed by the Owner or a telephone request to Holly Valley Equestrian Stable, LLC or Stable Manager to remove or ride the horse.
3. If requested by Owner, Stable will feed supplements as directed by Owner and/or veterinarian at no charge. Owner must provide feed supplements, or if Stable buys supplement(s), Owner will be charged on a monthly statement.

## VIII. Boarding rules and regulations

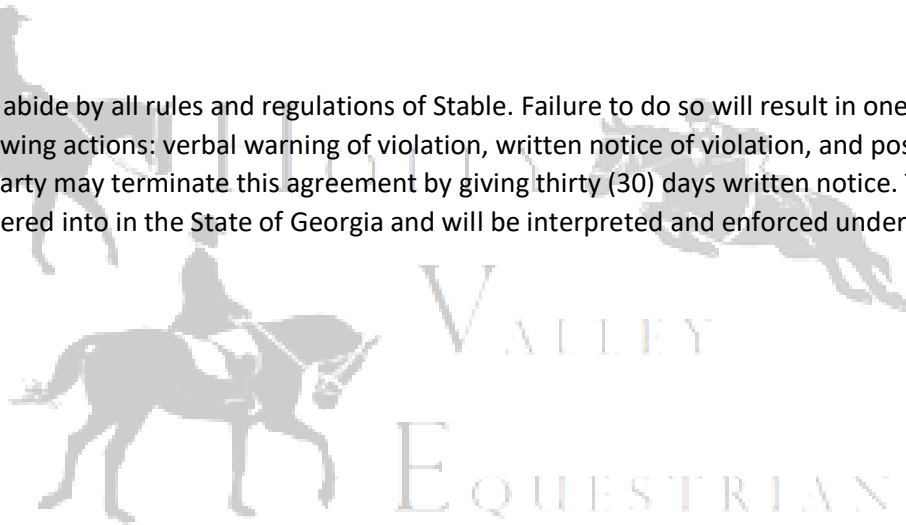
1. Barn hours are sun up to 10:00pm.
  - a. Special arrangement may be made with Stable for riding before sunrise or after 10:00pm.

- b. Owners are responsible for notifying Stable, in writing or by telephone, if horses are scheduled for shows, trips, etc. Expected date and time of departures and returns are to be conveyed to Stable. A message board is provided by Stable for communications.
  - c. Stable will determine whether horse(s) returning from outside activities need to be quarantined.
2. Individuals under the age of eighteen (18) MUST wear hard helmets when on horseback on Stable premises. For individuals older than eighteen (18), Owner strongly recommends the use of hard helmets. This includes "ALL" disciplines; Huntseat, Dressage & Western. Helmet requirement may be waived for western ONLY during approved times ex. Western Show.
3. Please clean up after yourself. Sweep the floor when done grooming your horse. Sweep hair, etc. before washing horse in wash area so drains do not clog. Pick up any manure your horse drops (even outside Stable). There are muck buckets for use at either end of the barn. Turn off all water when done, make sure that your horse's stall door is secure and latched properly.
4. Stable is not responsible for lost, stolen or damaged items. Borrowing equipment from another Owner or the Stable is discouraged without permission.
5. Stable is not responsible for personal equipment of Owner. One saddle, one bridle and one trunk per horse are recommended. Tack room should remain orderly, putting all equipment away after each use. Tack room is provided. Limited space is available for additional storage.
6. Stable does not allow the boarding of any stallions.
7. Please take proper safety precautions when handling horses. Remember that horses are animals that often act on their own. You are riding at your own risk.
8. Owner will provide annual proof of current Coggins' test. All inoculations (4 in 1 and west nile) are to be completed two times a year, spring and fall of each year. Rabies is strongly suggested for once a year. Owner requires proof of inoculation in the form of a vet bill or vet supply receipt. A booster of Rhino/Flu is also suggested. If proof is not received, Owner will inoculate horse(s) and pay vet services. Horses are to be wormed no less than every two-three months.
9. Any complaints about the care of your horse(s) or stable management issues must go directly to Owner or management. If not resolved suitably, an appeal may be made to Holly Valley Equestrian Stable, LLC; its decision will be final.
10. Any rider or handler other than Owner must contact Stable or management to sign a "Release and Hold Harmless" agreement. Agreements are kept on file.
  - a. Owners are responsible for informing any rider or handler of Stable rules and regulations. If rider or handler disregards Stable rules continuously, he/she will be asked to leave premises.

11. Unless otherwise arranged, horses are turned out overnight during summer hours when there are less insects and conditions are cooler and more comfortable for the horse(s). If Owner, rider or handles rides in evening hours, they are responsible for letting horse outside in the appropriate turnout paddock. Special arrangements may be made with Stable or management on the occasion a deviation from the schedule is requested for suitable reasons. Stable is not responsible for horses left inside if Owner chooses to deviate from Stable schedule. In winter months who will be turned out during the day.
12. Horses are turned out daily, weather permitting. If Owner, on occasion, prefers horse(s) to remain inside, Owner is responsible for leaving notice on the message board.
13. Owners who are last to leave the barn are required to turn off all lights, including bathroom, lounge, and check that all doors are secure and properly locked, including tack rooms. Gates around the Stable are to be locked properly upon departure from the premises.
14. Last person at stable MUST CLOSE GATE AT DRIVEWAY unless told otherwise.

#### VII. Termination

Owner agrees to abide by all rules and regulations of Stable. Failure to do so will result in one or more of the following actions: verbal warning of violation, written notice of violation, and possible eviction. Either party may terminate this agreement by giving thirty (30) days written notice. This agreement is entered into in the State of Georgia and will be interpreted and enforced under the laws of Georgia.



VIII. Signatures and Owner information

I, the undersigned, being of legal age and sound mind, have read and understand the foregoing agreement and release. I further acknowledge receiving a copy of this agreement.

Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

Emergency Cell \_\_\_\_\_ Emergency Work \_\_\_\_\_

E-mail \_\_\_\_\_

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**WARNING**

Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

\_\_\_\_\_  
Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Stable Owner/Management Signature \_\_\_\_\_ Date \_\_\_\_\_