

Ariatti Equestrian Services LL Boarding Agreement

NAME OF OWNER: _____

DATE: _____ NAME OF HORSE: _____

COLOR: _____ AGE: _____ SEX: _____

OWNERS ADDRESS: _____

OWNERS PHONE: HOME: _____ WORK _____

EMERGENCY: _____

The owner agrees as follows with respect to the above described horse:

1. All horses will be kept on Ariatti Equestrian Services LLC vaccination schedule. Horse owner will provide AES with current vaccination information and bring into compliance with AES schedule at horse owner's expense.

INITIAL: _____

2. Horse owner has signed and agrees to require each of his or her guests to sign a LIABILITY RELEASE (exhibit "A").

INITIAL: _____

3. Horse owner has signed and agrees to abide by all rules of the stable (exhibit "B") and follow the Safety Protocol Agreement.

INITIAL: _____

4. Horse owner has completed a HORSE HEALTH INFORMATION AND AUTHORIZATION FORM (exhibit "C"), and all veterinary information forms.

INITIAL _____

5. If the animal becomes ill or injured, the stable owner, or the stable owner's agent shall endeavor to notify horse owner for instructions. If horse owner cannot be informed or does not answer the notice or the horse's health requires immediate attention, horse owner authorizes stable, or the stable owner's agent to use his/her judgement connected with measures to be taken for the welfare and health of the horse at horse owner's expense. The measures include (but are not limited to) veterinary care, surgery, humane destruction, transportation, shoeing or purchase of special equipment.

INITIAL _____

6. The horse owner shall be personally liable for the cost of any care, such as (but not limited to) veterinary care for the horse, and shall pay all charges promptly.

INITIAL _____

7. Horse owner assumes full responsibility for all equipment stored at the stable. Any equipment left in or around arena, work sheds or in aisle without permission, will be the possession of barn.

INITIAL _____

8. Horse owner hereby releases stable owner from any and all liability for any injury or damage to person or property, including any injury or damage to the horse itself, which may occur in or about the stable owner's premises or elsewhere. This release includes, but is not limited to, loss by theft, fire, running away, injury by another horse, death, or injury by or to any person or property.

INITIAL _____

9. Horse owner shall be solely responsible for maintaining insurance on horse including public liability, accidental injury, theft and equine mortality insurance. All risks, including but not limited to, sickness, disease, astray, theft, death, and/or injury connected with training, boarding, handling and/or transporting horse, are to be borne solely by horse owner.

INITIAL _____

10. Horse owner shall indemnify and hold harmless Ariatti Equestrian Services LLC, its owners, successors, assigns and their employees, independent contractors and agents.

INITIAL _____

11. The stable owner and agents shall not be liable for any damage which may occur from any cause growing out of or as a result of the boarding of said horse, including, but not limited to, loss by fire, theft, running away, death, injury to person or horse on or off property.

INITIAL _____

12. Horse owner agrees to pay in advance \$ _____ per month payable on or before the first of each month.

INITIAL _____

13. A 10% late charge will be added to any payments made after the 15th of the month. A \$25 fee will be charged for all checks returned by the bank.

INITIAL _____

14. Horse owner agrees to pay all bills incurred while at Ariatti Equestrian Services LLC, including but not limited to training, vet, and shoeing expenses.

INITIAL _____

15. In the event of a boarder leasing his or her horse out, the boarder is still responsible for all board payments.

INITIAL _____

16. Horse owner agrees to pay all bills before the horse is removed from the premises. Stable owner may retain possession of horse until all bills are paid in full.

INITIAL _____

17. The stable owner is hereby granted a lien and of any successor statute of similar effect, for a. all boarding charges; and b. for all charges that may be incurred under paragraph 14 above.

INITIAL _____

18. Stable owner may exercise his lien rights 15 days after written notice to the horse owner at the address set out above and may dispose of said horse for the unpaid charges at private or public sale; and the horse owner hereby waives all other legal notice. In the event sale does not secure a price sufficient to pay all unpaid charges incurred in connection with the horse, as well as all legal expenses and other charges of enforcing said lien, the horse owner shall be liable to stable owner for the difference. Any sum realized over and above described cost and charges shall belong to the horse owner.

INITIAL _____

19. Horse owner agrees to give stable 30 days notice prior to moving horse permanently from premises, a 30 day minimum boarding fee will be charged for failure to give such notice. Should your horse become actively for sale, notify the barn in writing and other arrangements can be made.

INITIAL _____

20. Horse owner will notify stable in writing of any change of address or phone number and provide stable with appropriate emergency information should owner be out of town.

INITIAL _____

21. In the event any one or a combination of Ariatti Equestrian Services LLC, it's successors and assigns, engages the services of an attorney(s) to enforce the terms of this agreement, horse owner shall pay all costs and reasonable attorney's fees incurred by Ariatti Equestrian Services LLC, it's successors or assigns, whether or not suit is brought.

INITIAL _____

22. This agreement is entered into Shelby County. Shelby County shall be the legal forum for any dispute connected with this document.

INITIAL _____

23. This agreement constitutes the entire Agreement between parties and cannot be modified except in writing signed by both parties.

INITIAL _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day and year written above.

HORSE OWNER: _____

By: _____

Ariatti Equestrian Services LLC
4065 Webb Road
Simpsonville, KY 40067

By: _____

Title: _____