

**RMS Ranch, LLC - A Full-Service Equine Facility**  
 19410 SW 25th Place Dunnellon, Fl 34431  
 845-518-1239 / 352-512-8284

**BOARDING CONTRACT**

THIS BOARDING CONTRACT, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between RMS RANCH, LLC, hereinafter designated "STABLE" and \_\_\_\_\_ hereinafter designated "OWNER" and if Owner is a minor, Owner's parent or guardian \_\_\_\_\_.

Stable agrees to accept Owner's horse(s): \_\_\_\_\_, for boarding; and it is the plan and intention of the Owner to board the above mentioned horse. These parties warrant that they have the right to enter into this CONTRACT.

Owner and Stable mutually agree as follows:

**1. FEES, TERMS AND LOCATION**

In consideration of \$ \_\_\_\_\_ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing \_\_\_\_\_, 2016. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

**2. DESCRIPTION OF HORSE(S)**

<b>Name</b>	
<b>Age</b>	
<b>Color</b>	
<b>Tattoo/Brand</b>	
<b>Sex</b>	
<b>Breed</b>	
<b>Registration &amp; Number</b>	
<b>Insurance (Carrier, Policy &amp; Phone)</b>	

**3. FEED AND FACILITIES**

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

	Included	Extra Charge	Charge
<b>Stall</b>	<input type="checkbox"/> Pasture <input type="checkbox"/> Barn		
	<input type="checkbox"/> Bedding <input type="checkbox"/> Cleaning		
	<input type="checkbox"/> Fans <input type="checkbox"/> Salt/Mineral Block		
<b>Daily Care</b>	<input type="checkbox"/> Feedings ___/day		
	<input type="checkbox"/> Grain <input type="checkbox"/> Hay		
	<input type="checkbox"/> Supplements <input type="checkbox"/> Medicine		
	<input type="checkbox"/> Pasture Use <input type="checkbox"/> Turning out <input type="checkbox"/> Shared Pasture <input type="checkbox"/> Private Pasture		
<b>Grooming</b>	<input type="checkbox"/> Bath <input type="checkbox"/> Brushing		
	<input type="checkbox"/> Clipping <input type="checkbox"/> Show <input type="checkbox"/> Body		
<b>Other</b>	<input type="checkbox"/> Worming		
	<input type="checkbox"/> Vet/Farrier Scheduling <input type="checkbox"/> Vet/Farrier Handling		
	<input type="checkbox"/> Blanketing		
	<input type="checkbox"/> Exercising <input type="checkbox"/> Tacking Up <input type="checkbox"/> Cooling Down		
	<input type="checkbox"/> Tack Cleaning		
	<input type="checkbox"/> Lessons <input type="checkbox"/> Private <input type="checkbox"/> Group <input type="checkbox"/> Semi-Private		
	<input type="checkbox"/> Trailer Parking		

Other Services: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Special Instructions to STABLE

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. HEALTH/VACCINATIONS**

Horse shall be free from infectious, contagious or transmissible disease.

Upon arrival of horse to STABLE proof of current negative Coggins Test, Veterinarian Health Certificate, health worming and immunization record for the previous year which includes current tetanus, sleeping sickness, and influenza vaccinations is required. Stable reserves the right to refuse horse if not in proper health upon arrival.

A negative current Coggins Test is required for all horses yearly.

STABLE reserves the right to notify OWNER within 30 days of horse's arrival if horse, in STABLE'S opinion, is deemed dangerous, sick or undesirable for a boarding stable. In such case, OWNER is responsible for removing

horse within 14 days and for all fees incurred during the horses stay. After all fees have been paid, this Contract is concluded.

#### 5. RISK OF LOSS

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death, accident 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 of STABLE's premises. OWNER fully understands and hereby acknowledges 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 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 of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER. In addition, OWNER agrees to hold STABLE and all of its staff (volunteer and employees) completely harmless and not liable for any injury whatsoever caused to OWNER, and/or any loss or damage to personal property.

#### 6. HOLD HARMLESS

OWNER agrees to hold STABLE and all of its staff (including any employees or volunteers) harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. OWNER agrees to have all family, friends or other guests sign the STABLE liability release located in the Feed Room immediately upon arrival.

#### 7. LIABILITY INSURANCE

It is the OWNER'S responsibility to carry full and complete insurance coverage on OWNER, OWNER'S horse and all of OWNER'S personal property which includes liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this CONTRACT.

#### 8. ROUTINE & EMERGENCY CARE

Regular veterinarian and farrier attention will be arranged by \_\_\_\_\_Stable and invoiced to Owner on a monthly basis or \_\_\_\_\_Owner and owner directly pays veterinarian or farrier.

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (\_\_\_\_\_), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

#### 9. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

##### STABLE RULES

1. Children under 12 years of age must be under adult supervision at all times.
2. No running or screaming in the barn. No fence climbing.
3. All children under 18 years of age must wear an ASTM/SEI certified helmet. Helmets are strongly recommend for adults. Proper foot wear is required at all times.
4. All riders must sign a release form before riding. All guests must sign a liability release form.
5. Well mannered dogs are welcome but no barking chasing, biting, killing of any animals is permitted. See Barn Rules for more dog rules.

6. If you or your horse did it, please clean the mess up before someone steps in it. Clean up after yourself and your horse and return all stable supplies to their appropriate place.
7. No smoking
8. All gates/stall doors are to be closed and latched securely.
9. All OWNERS must sign the RMS Barn Rules.

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. DEFAULT

Either party may terminate this CONTRACT for failure of the other party to meet any material terms of this CONTRACT, including but not limited to item 9 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this CONTRACT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This CONTRACT may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this CONTRACT.

If the horse dies, is sold, or upon 30 days written notice to the STABLE after this date \_\_\_\_\_, Owner may terminate this contract for any reason. In such case, Stable shall be paid for all fees incurred up to the date the horse leaves the Stable.

13. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Florida for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder; and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Florida. Executed at \_\_\_\_\_ on \_\_\_\_\_, 2016. Commencement of this Contract shall begin on \_\_\_\_\_, 2016 and be concluded on or about \_\_\_\_\_ and/or when the Stable or Owner give 30 day written notice to conclude the contract.

Owner: \_\_\_\_\_ Stable Representative: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Cell: \_\_\_\_\_

Owner: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Cell: \_\_\_\_\_

Owner Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone : \_\_\_\_\_

Email: \_\_\_\_\_

STABLE RECEIVED

Negative Coggins dated: \_\_\_\_\_ CVI \_\_\_\_\_ Worming Record \_\_\_\_\_ Vx Record \_\_\_\_\_

Owner Initials \_\_\_\_\_

July 2016

Page 5 of 5