

**BOARDING AGREEMENT**

**Cross Creek Equestrian Center  
2031 Millville-Shandon Road  
Hamilton, Ohio 45013  
513-738-4142 513-503-0261**

This agreement is made on \_\_\_\_\_ between Cross Creek Equestrian Center, Owners and Managers, Robert and Rebecca Meador (referred to as "Stable ")

And \_\_\_\_\_ (referred to as "owner/lessee") residing at \_\_\_\_\_ owner of the horse described in Section

2. Owner certifies that they have full and complete authority for and ownership of the horse described in Section 2.

Please read, and initial that you understand each section.

1. Fees:

In consideration of \$\_\_\_\_\_per month paid by Owner/Leassee in advance or on the first day of each month, the Stable agrees to board, and to feed, said horse beginning \_\_\_\_\_ until\_\_\_\_\_. Board may increase during the year if costs dictate. Thirty (30) days notice will be given. A new contract will be required at the start of each successive year. The Owner may not assign this agreement unless the Stable agrees in writing.

A \$5.00 per day late fee is charged for each day after the 3<sup>rd</sup> of the month in which board is due. If board and appropriate late fees are not paid in full by the 15<sup>th</sup> day of the month due, the horse will be turned out on pasture until board is settled in fu

2. Description of the Horse:

Name: \_\_\_\_\_  
Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Height: \_\_\_\_\_  
Registration Number or tattoo #: \_\_\_\_\_  
Value: \_\_\_\_\_

Please indicate the care level requested by checking and signing the box of the desired care level indicated below.

	Full Care: \$375/month Plus hay surcharge of:  Temporary board: Under 3 months: \$400/mo. Plus hay surcharge	Stable includes: Stall cleaned once daily with bedding (except on holidays), hay and grain twice daily. Horse turned out daily at Stable's discretion, weather permitting.
	You Care Plus: \$250/month	Service includes, Stall, bedding, turnout (as weather permits), feeding of Owner provided hay and grain. Owner is responsible for providing daily set-up of hay and grain and for daily stall cleaning.
	You Care: \$175/month: NOT AVAILABLE AT THIS TIME	Service includes: Stall in: "old barn". Owner/Leassee supplies hay, grain and bedding. Owner/Leassee is responsible for AM/PM feeding, turnout (weather permitting) and daily stall cleaning. NOTE: "You Care" boarders must clean their stall(s) a minimum of every other day. If stall is not cleaned on this basis, the stall will be cleaned by the Stable at a charge of \$10/per stall/day + cost of bedding. Min.\$6.00 per bag of shavings.

Optional special instructions:

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3. Veterinary, Worming, and Hoof Care Service:

Owner/Leassee is responsible for all veterinary, worming, and hoof care service. Proof of annual vaccinations must be on file with the Stable.

If Owner/Leassee wishes to specify providers for horse care, complete the following:

Veterinary Service\_\_\_\_\_

Name:\_\_\_\_\_ Phone:\_\_\_\_\_ Emergency#:\_\_\_\_\_

Alt.Vet:\_\_\_\_\_ Phone:\_\_\_\_\_ Emergency#:\_\_\_\_\_

Farrier Service:\_\_\_\_\_

Name:\_\_\_\_\_ Phone:\_\_\_\_\_ Emergency#:\_\_\_\_\_

Owner/Leassee must arrange for direct billing and Owner agrees to pay for all such services/care, to include prepayment for Farrier.

4. General Fees:

Use of facility by non-boarder      \$15.00    Must sign release and have coggins

Lunging or hand walking              \$10.00    per 15 minutes

Riding	\$25.00 per ride	
Administration of meds (other than twice a day)	\$5.00 per dose	NO PENICILLIN
Vet/ Farrier help	\$10.00	
Emergency care:	Examples: Walking colicing horse, banamine injection, bandaging and etc. per 15 min. and replacement of supplies	\$10.00
Feeding more then twice a day:	\$5.00 each additional feeding	

5. Arena and Turnout Rules:

Riders and lunge liners have priority of usage over turnouts in both indoor and outdoor arenas. No riding, lunge liners, or turnouts will be permitted if arena has been leased or rented by an outside group, organization or clinic. The dates of closed arena times will be posted on the "Chalk Board." Owner is responsible for any manure left by their horse(s). It is understood that the horse will be turned out and will be pastured with other horses.

6. Blankets:

Owner is responsible for blanketing of their horse.

Please make sure that all blankets are "turn-out" type and provide waterproof protection for the horse.

Stable is not responsible for blanketing or damage or loss of blankets, halters, bell boots, etc .

7. Risk of Loss:

Stable will provide reasonable care, custody and control. Stable shall not be liable for any sickness disease, theft, death or injury suffered by the horse or any person(s), for any other cause of action arising from or connecting to the boarding of the horse(s). All risk is assumed by Owner. The Owner agrees to hold Stable harmless from any loss or injury to said horse or person(s). All costs, no matter how catastrophic, connected with boarding are assumed by Owner. The Owner also agrees to hold Stable harmless from any lost or stolen equipment left on Stable premises. Only a reasonable amount of equipment can be left at the stable.

8. Inherent risk of an equine activity:

Means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- (a) The propensity of an equine to behave in ways that may result in injury, death or loss to persons on or around the equine.
- (b) The unpredictable nature of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals;
- (c) Hazards, including, but not limited to, surface or subsurface conditions;

- (d) A collision with another equine, another animal, a person, or an object
- (e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

Indemnity:

Owner agrees to hold Stable harmless from any claim caused by said horse and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage to property or persons caused by said horse.

Emergency Care:

If medical treatment is needed, Stable will attempt calling Owner, but in the event that Owner is not reached, Owner hereby grants Stable power of attorney to act on behalf of Owner in emergency situations for health care. This includes securing emergency veterinary and/or farrier care. Owner is responsible to pay for all costs related to this care.

If provided, the 2<sup>nd</sup> emergency contact listed below will be notified of health emergency.

Emergency Contact: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

If Stable is required to provide assistance for a non-emergency medical or hoof treatment, a services charge may be charged to the owner by the Stable.

Owner warrants that they own the horse and will provide prior to the time of delivery, proof of a negative Coggins test and new health certificate.

9. Termination:

Either party may terminate this agreement with 30 days advance notice in writing. In the event of a default, either party has the right to recover attorney fees and court cost, resulting from the failure of either party to meet a material term of this agreement.

10. Right of Lien:

Owner hereby grants Stable full power of attorney for any matter concerning this horse including selling, moving or other disposition, if Owner becomes more than 30 days in arrears of any payment due Stable. Stable has the right of lien as set forth in the law of the State of Ohio for amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full, including each daily services incurred. If Stable sells the horse, stable will be entitled to both payment of amount due and reasonable cost accrued in selling horse. Any amount (from sale) remaining after Stable has recovered its costs, will be forwarded to the Owner's last known address.

11. Owner Liability:

Owner is asked to have liability insurance and keep on file at Stable, a copy of their policy covering the Owner's horse. In the event the Owner decides not to acquire insurance, Owner assumes full responsibility for any cost, and holds Stable harmless from any claim. Owner must

notify Stable in advance, and Stable must agree to same, before anyone other than Owner, vet, or farrier have any access to Owner's horse.

12. Owner Responsibility:

Owner is to be present at all times when horse is being handled for training and ridden by any persons other than Owner. At no time will any exceptions by Stable be granted unless a liability release form is signed and on file at Stable. Owner will assume all liabilities on person(s), and horse associated with this signing. Owner and anyone acting on Owner's behalf agree to obey all properly posted instructions and rules and to immediately obey any instructions from Stable personnel while on premises.

Damages caused by horse beyond normal wear and tear will be the responsibility of the Owner. Examples of such damage include broken fence boards, gates, waterers, buckets, stalls.

13. Minors, Children and Pets:

ALL minors and children should be accompanied by a parent or guardian at all times. All minors, from the driving age of 16, will be an exception as long as there is a release signed by a parent or guardian on file at the Stable in case of a medical emergency.

Stable management discourages pets from accompanying Owners to the facility as it may interfere with normal operations. If it is absolutely necessary, owner is responsible for continuous control and animal must remain leashed.

14. Stable hours and Speed Limit:

Stable will be accessible to Owner seven days a week until 10:00 PM. Arena lights must be turned off by 9:30 PM. For access after 10:00 PM, Owner must notify Stable for permission before arrival. Owner agrees to provide advance notice to Stable before removing the horse, even if only for a brief or temporary period, such as local riding. If advance notice cannot be made, Owner will provide such notice by message on answering machine or note on stall and office. This will help ensure the safety and well being of all persons and horses alike.

A 5 mph speed limit is required for safety and courtesy.

If any provision of this contract is found to be invalid in a court of law, all other items will remain fully enforceable. This contract is the entire agreement between Stable and Owner. Any changes must be in writing, agreed to and signed by both parties and attached to this contract. This Agreement is subject to the laws of the State of Ohio.

The parties have executed this agreement on.

**Stable:**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

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**Owner(s):**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Owner name: \_\_\_\_\_ phone: \_\_\_\_\_ e-mail \_\_\_\_\_

**Lessee:**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Owner name: \_\_\_\_\_ phone: \_\_\_\_\_ e-mail: \_\_\_\_\_