

Masterfare Equestrian Center Boarding Agreement

This agreement, dated _____ day of _____, 20____, made between Masterfare Equestrian Center, located at 10381 Green Chapel Road, Johnstown, OH 43031 hereinafter called "STABLE"; and _____ residing at _____ hereinafter called "OWNER".

1. TERMS, FEES, LOCATION

In consideration of \$ _____ per horse per month paid by owner in advance of the first day of each month, STABLE agrees to board the herein described horse at STABLE located at 10381 Green Chapel Road, Johnstown, OH 43031 commencing on _____, 20____. OWNER acknowledges and understands that the OWNER's ability to keep the horse at STABLE is a privilege and not a right. OWNER agrees to make timely payments in advance, without notice from the STABLE.

Payments for board paid after the 5th of the month will accrue a \$25.00 late charge.

If any payment runs 30 days late a \$50.00 administration fee will be added in addition to the initial \$25.00 late fee.

Partial months boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30 day month.

STABLE rates are subject to change. OWNERS will be notified in writing 30 days prior to any increase.

Termination of boarding agreement must be given 30 days in advance.

2. DESCRIPTION OF HORSE

Name: _____

Age: _____

Color: _____

Breed: _____

Sex: _____

Other:

3. RULES AND ETIQUETTE

The owner acknowledges that she/he has received, read, and understands the Stable's rules (Appendix A).

4. FEED AND FACILITIES

STABLE agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animal. Stable will provide a minimum stall size for one horse, 12X12 in size, or 12X16. One saddle rack and bridle rack will be provided. OWNER may purchase and provide one tack trunk and place it in front of the horse's stall. Tack trunks must be approved by the STABLE. Grain will be fed 2X/day and hay and water 4 to 5X/day. Supplements provided by the OWNER will be fed with grain upon OWNER'S request. Stalls will be thoroughly cleaned 1X/day, 7 days a week, and a light picking most evenings.

5. EXERCISE

The OWNER shall be solely responsible for the exercise for the horse, with the exception of paid training sessions. STABLE may occasionally offer clinics, or sessions with guest trainers or clinicians, in which the OWNERS may participate. The OWNER may NOT bring or invite any trainer or instructor to work with the horse and or the OWNER to the premises without the prior expressed permission of the STABLE. Turnout will be provided by the STABLE daily as the weather permits. OWNERS are not permitted to turnout their horse without the STABLE'S permission.

6. RISK OF LOSS

During the time that the horse 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 or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of the said horse. This includes, but not limited to any personal injury or disability the horse may receive while on the STABLE's premises. The OWNER fully understands that STABLE does not carry any insurance on any horses not owned by it for boarding or for any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance and that all risk connected with boarding or for any other reason for which the horse is in the possession of STABLE, are to borne by the OWNER.

7. HOLD HARMLESS

Owner Agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of said claims.

8. EMERGENCY CARE

STABLE agrees to contact OWNER should STABLE feel that medical treatment is needed for the said horse, but if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency veterinary and/or farrier care required for the health and well-being of said horse. All costs of such care shall be paid by OWNER immediately upon the receipt of services.

9. VACCINATIONS, DEWORMING PROGRAM AND SHOERING

A negative, current Coggins test is required for all horses arriving from **in and out** of state.

STABLE agrees to arrange for the necessary vaccinations and enrollment of the horse into the STABLE deworming program. STABLE requires that all horses are vaccinated and dewormed which will be managed by the STABLE. All will be routinely administered and billed to the OWNER.

STABLE agrees to arrange for necessary shoeing. Shoeing costs will be billed directly to the OWNER.

10. OWNERSHIP

OWNER warrant that he/she is the sole owner of the horse and that there is no lien or mortgage against the horse, that all of the information stated herein is true and correct to the best of the OWNER's knowledge.

11. VISITATION PERMISSION

The OWNER agrees in the event that someone other than the OWNER handles the horse without the supervision of the OWNER, such parties shall have a clear, written permission or other agreed upon prearranged permission from the owner to remove, handle or ride specific boarded horse. **In addition, party granted permission by the OWNER will sign a waiver to ensure that STABLE is not held liable in the event that something were to happen.**

12. PROTECTIVE HEADGEAR WARNING

The OWNER agrees that for themselves, their family members and visitors have been fully warned and advised by STABLE that protective headgear which meets or exceeds all USEF standards and are SEI certified ASTM standard equestrian helmet should be worn while riding at all times.

13. CONDITIONS OF NATURE WARNING

STABLE is not responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds, and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, wild and domestic animals, insects, irregular footing, equipment required to maintain the farm.

OWNER also understands that these are just some of the risks and agrees to assume others not mentioned above. The OWNER is not relying on the STABLE to list all possible conditions.

14. TERMINATION

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

This agreement is a month to month tenancy and may not be assumed by either party to create a lease, or a right to entry onto real property, or a right to occupy real property. Either party may terminate this agreement, for any reason or no reason at all, by giving the other party thirty days written notice thereof. STABLE shall be paid for all fees incurred up to the termination date and prior to the removal of horse. After all fees have been paid in full, this agreement is concluded.

15. RIGHT OF LIEN

The OWNER is put on notice that STABLE has the right of LIEN, as set forth in the law of the State of Ohio for the amount due for board and keep of such horse and also for such storage and shall have the right, without process of law, to retain the said horse until the amount of such indebtedness is discharged.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF OHIO

STABLE:

OWNER:

Signature

Signature

Date

Date

Address:

Address:

Telephone

Telephone

Appendix A: Masterfare Equestrian Center Rules

1. No smoking on Masterfare property.
2. All guests should check in with barn staff.
3. Everyone must read and understand the Ohio Equine Liability Law and participants must sign liability release.
4. Approved ASTM helmets must be worn at all times when mounted.
5. Sturdy boots or shoes with a heel must be worn while at facility.
6. Barn hours are 8:00 am – 9:00 pm. If you must access the barn during off-hours, please contact Carole Dunn or Krystal Blue.
7. Children must be accompanied by an adult at all times. No running or yelling in the barn or arena areas.
8. Dogs must be on a leash at all times. No animals allowed in the kitchen area.
9. Cats are not to be brought to or fed at the facility
10. Boarders may only ride and handle their own horse. You must get approval from other owners or your trainer to ride or handle any other horse.
11. Turnout and feeding schedules are the responsibility of the barn staff. Only the staff may handle grain and hay. Please do not turn out or feed any horse without approval.
12. Do not feed treats to any horse but your own unless given permission by Owner.
13. All boarders will clean up after themselves in grooming areas, tack room, arena, bathrooms and other common areas. Trash will be put in trash cans and manure will be put in muck buckets.
14. Manure in indoor arena must be picked up and put in muck bucket.
15. Persons under 18 may not ride unsupervised without trainer's and parents' permission.
16. Jumping is allowed only during instruction or with authorization.
17. If you should ride on trails at the facility, please be cautious of crossing driveways and farm equipment traffic. Please see management for trail information.
18. The speed limit on the property is 5-10 MPH for the safety of horses, riders and children.
19. Horses will be turned out in specific turnout areas only – as per management.
20. Private offices, and other staff designated areas are OFF LIMITS.
21. Please turn off the lights in the arena and barn if you are the last person riding or using the facility.
22. Do not leave your horse unattended in any area, including riding arena.