

Hunter's Ridge Equestrian Center at J&S Ranch

Horse Pasture Board Agreement

Between Hunter's Ridge or Sarah Simpson (Manager) and Owner (herein called Owner)

OWNER INFORMATION

Owner's Name _____

Address _____

City _____ State _____ Zip _____

Phone(s) _____

Email _____

Emergency Contact (if you cannot be reached) _____

Others with permission to access Owner's horse(s) *without* Owner's presence (must sign Release and Waiver of Liability as a Guest): _____

HORSE INFORMATION

	Horse 1	Horse 2
Name		
Date of Birth/Age		
General Description		
Sex		
Breed and Registration/ Tattoo#		
Last Coggins (copy req'd)		
Last Deworming		

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Last Vaccinations	EWTT RF West Nile Rabies Strangles	EWTT RF West Nile Rabies Strangles
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MONTHLY BOARDING OPTIONS AND FEES (*I've read and agree to this section.*

_____ *Owner's Initials*) The basic monthly fee depends on your boarding needs as discussed with management. Note that your boarding option can be changed at any time with a written agreement with Hunter's Ridge Equestrian Center Manager

_____ **Pasture Plus Board:** \$425 month. Pasture only, use of amenities. Hay fed in winter months. This boarding options includes grain fed to horse daily.

_____ **Regular Pasture Board:** \$275 month. Pasture only, use of amenities. Hay fed in winter months.

Overnight Stall board: \$15/day on top of pasture board. Hay, feed, shavings, stall cleaning included. management permission require beforehand.

In consideration of \$275-\$425 per month (not including any occasional stall use or extra service fees) paid by Owner in advance on or before the 1st of each month, Hunter's Ridge agrees to board the herein described horse(s) on a month to month basis commencing _____ 20____. Partial month's boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

RIGHT OF LIEN (*I've read and agree to this section.* _____ *Owner's Initials*)

Owner understands that a \$15 late fee per month applies to late payments, and that Hunter's Ridge has the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment for any amounts due plus late fees, if any, and Hunter's Ridge can then sell the horse(s) to recover its loss or retain the horse(s) until the indebtedness is satisfactorily paid in full.

FEEDING AND MANAGEMENT PRACTICES (*I've read and agree to this section.*

_____ *Owner's Initials*) Hunter's Ridge Equestrian Center agrees to provide adequate forage and facilities for normal and reasonable care required to maintain the health and well being of the animals.

–The herds are checked regularly, and Owner or Emergency Contact is contacted immediately, if possible, if any serious health-related concerns are noticed.

–Salt and water are provided by Hunter's Ridge. Square-baled and Round baled fescue hay is fed daily from October thru March, or as the pasture growth indicates.

–Herds are rotated between pastures regularly. Other regular pasture maintenance includes dragging, mowing, weed-killing, overseeding, fertilizing, and liming.

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Owner is responsible for storing and providing their own feed at their cost and feeding any grain or supplements to their horse. No personal feeds or supplements may be stored in the Hunter's Ridge Equestrian Center's Feed Room. Stall use is not available to Pasture Boarders. \$15 will be added to owners invoice if horse is found in stall.

Owner is responsible for cleaning up after himself/herself. This includes removing manure, hoof pickings, mud, or hay left by his/her horse and keeping his/her things put away in their designated places and following the other "barn-keeping" rules as noted in the Hunter's Ridge Rules.

STANDARD OF CARE (*I've read and agree to this section.* _____ *Owner's Initials*)

All boarded horses must be kept in good health, including regular grooming, hoof care, deworming, vaccinations, and coggins testing. Owner must provide Hunter's Ridge Equestrian Center's manager with a copy of current negative coggins to keep on file. Owner agrees that boarded horses will participate in Hunter's Ridge's deworming and immunization programs, as described below. Hunter's Ridge will remind Owner of required health care due. For the health of the Owner's horse(s) and the other horses at Hunter's Ridge, **Owner must take care of the required care within the time frame given and notify Hunter's Ridge Equestrian Center of care given or Hunter's Ridge will automatically assume responsibility for care and will charge Owner a service fee for needed care.** Also, please note that, if necessary, Hunter's Ridge will take reasonable action to remedy a horse's further neglect, at the Owner's expense.

All horses must be vaccinated on Vet Day in March and again in September, per our veterinarian's recommendation. Required vaccinations, per the vet's recommendation, are as follows: EWTT, RF, Strangles, Rabies, and West Nile.

For effective parasite control, **all horses must be dewormed between the 1st and 5th of every third month**, per the following schedule, with the product indicated. For Owner's convenience, Heritage Farms provides the dewormer each time, simply adding the cost of the dewormer to that month's invoice.

Hoof Care-Owner is responsible to schedule a farrier for their horse's hoof needs

Other Care Hunter's Ridge recommends scheduling regular teeth care and sheath cleaning (geldings) when the vet comes out in March.

EMERGENCY CARE (*I've read and agree to this section.* _____ *Owner's Initials*)

If emergency medical treatment is needed (including necessary care due to neglect), Hunter's Ridge will attempt to contact the Owner, but in the event that the Owner is not reached, Hunter's Ridge Equestrian Center's Manager has the authority to provide care and/or secure emergency veterinary and/or farrier care. The Owner is responsible to pay all costs relating to this care. Hunter's Ridge is authorized as the Owner's agent to arrange billing to the Owner.

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DAMAGES AND RISK OF LOSS (*I've read and agree to this section.* _____ *Owner's Initials*)

Owner agrees to hold Hunter's Ridge Equestrian Center harmless from any claim resulting from damage or injury caused by horse(s), Owner or his/her family, guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Hunter's Ridge in defense of such claims. Owner will pay Hunter's Ridge for damages (beyond reasonable wear and tear) to Hunter's Ridge Equestrian Center's premises or property, however caused by Owner, Owner's horse(s), or Owner's family, guests, and invitees.

Owner understands and is aware that natural and manmade conditions, including but not limited to weather conditions, water, wild and domestic animals, insects, and the existence of potential hazards in the natural terrain or manmade objects (including but not limited to holes, barbed wire, and other hazards) may potentially cause his/her horse(s) injury and/or death. ***Owner acknowledges that Owner has inspected the facilities at Hunter's Ridge Equestrian Center to his/her satisfaction and finds them sufficient for the well-being of Owner's horse(s).***

Hunter's Ridge Equestrian Center shall not be responsible for any damage, sickness, disease, theft, injury, or death suffered by the Owner, the Owner's horse(s), the Owner's tack and equipment, the Owner's family, guests, or invitees, or any person on or off the premises of Hunter's Ridge, howsoever caused. This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on Hunter's Ridge Equestrian Center at J & S Ranch's premises. Owner fully understands and hereby acknowledges that Hunter's Ridge does not carry any insurance on any horse(s) not owned by Hunter's Ridge Manager, 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 Hunter's Ridge, are to be borne by Owner. The Owner agrees to indemnify Hunter's Ridge, its owners, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from all claims arising in respect to this paragraph. All risks are assumed by the Owner. All costs, no matter how catastrophic, connected with boarding are borne by the Owner.

The horse(s) and all tack and equipment of the Owner and lodged on Hunter's Ridge Equestrian Center's premises shall be at the sole risk of the Owner, who assumes all responsibility for insuring his/her horse(s), tack and equipment.

Is your horse insured? Yes No

If yes: Name of Insurance
Company _____

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Policy

Number _____

RULES AND REGULATIONS (*I've read and agree to this section.* _____ *Owner's Initials*)

The Owner agrees to observe all necessary safety precautions and general rules while on the premises of Hunter's Ridge, including, but not limited to, the posted Farm & Safety Rules. Owner agrees he/she and his/her family, guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his/her guests and invitees according to these Rules. Hunter's Ridge 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 at Hunter's Ridge Equestrian Center's sole discretion, of Owner or Owner's guests to abide by Hunter's Ridge rules may result in Hunter's Ridge declaring Owner in default hereunder and result in termination of this Agreement.

GUESTS AND FOR-PAY SERVICES (*I've read and agree to this section.* _____ *Owner's Initials*)

The Owner accepts full responsibility for the safety of any person (which includes anyone not on this Agreement, even another Hunter's Ridge boarder, student, or volunteer) he/she invites onto the premises of Hunter's Ridge, whether or not that person handles or rides Owner's horse(s). The Owner is responsible to ensure that *all* family, guests, and invitees (herein after collectively referred to as "guests") sign a Release and Waiver of Liability (can be printed from our website under printable forms www.huntersridgestn.com) and follow all Farm Rules. In the event that such Waiver is not executed by Owner and/or Owner's guests, Owner shall be solely responsible for injury or damage to the Owner or the Owner's guests, and Owner shall defend, indemnify and hold harmless Heritage Farms and its officers, agents and employees, from

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any and all liability, claims, demands, or actions for injury or death to Owner, Owner's guests, or injury to property of the Owner or Owner's guests which are in any way connected with activities engaged in by Owner or Owner's guests.

For the security of Owner's horse(s) and for the safety of all, if Owner chooses to allow another party private access to his/her horse(s) when Owner is not present who is not already noted on this Agreement, Owner must first receive permission from Hunter's Ridge, then provide a written notice of the arrangement to Hunter's Ridge Equestrian Center.

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Owner is not allowed to provide services for pay to anyone (i.e. lessons, pony rides, etc.) without prior written permission from Heritage Farms management.

TERMINATION (*I've read and agree to this section.* _____ *Owner's Initials*)

The Owner agrees to give Hunter's Ridge two (2) week's written notice prior to the termination of this Agreement and the removal of the Owner's horse(s). Any and all outstanding charges must be paid in full by the Owner before the horse(s) may leave Hunter's Ridge. The Owner cannot assign this Agreement unless Hunter's Ridge agrees in writing. Furthermore, Hunter's Ridge reserves the right to terminate this Agreement if Owner defaults on any part of this Agreement.

Hunter's Ridge Equestrian Center reserves the right to terminate this boarding agreement as follows:

- A. If, in the opinion of Hunter's Ridge, the horse is deemed dangerous or undesirable for the Hunter's Ridge boarding facility, Owner agrees to remove the horse(s) from Hunter's Ridge within seven (7) days of receipt of written or verbal notice from Hunter's Ridge Equestrian Center. In such case, the Owner shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to Hunter's Ridge in advance to be returned to Owner upon termination of this Agreement.
- B. Without cause, Owner agrees to remove the horse(s) from Hunter's Ridge within seven (7) days of receipt of written or verbal notice from Hunter's Ridge. In such case, the Owner shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to Hunter's Ridge in advance to be returned to Owner upon termination of this Agreement.
- C. With cause. Actions such as stealing, use of alcohol or narcotics, flagrant damage or destruction of Heritage Farms property, flagrant violation of Hunter's Ridge rules, abuse of animals, physical or verbal abuse of Hunter's Ridge personnel or other boarders will not be tolerated and will result in immediate expulsion from the premises and termination of this Agreement. In such case, Owner agrees to remove horse(s) from Hunter's Ridge within seven (7) days of receipt of written or verbal notice from Hunter's Ridge Equestrian Center's Manager of said violation. In such case, Owner agrees that any and all advance fees paid to Hunter's Ridge will be retained as liquidated damages.

RELEASE OF LIABILITY

I, the undersigned Owner, am at least 18 years of age, and agree for myself, my heirs, personal representatives and assigns to release and hold harmless Hunter's Ridge Equestrian Center, its owners, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures (herein after collectively referred to as "associates") from any and all liability, claims, demands, actions and causes of action, and legal liability

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whatsoever, whether the same be known or unknown, anticipated or unanticipated, due to Hunter's Ridge and/or its associates ordinary or gross negligence; and I do further agree I shall not bring any claims, demands, legal actions and causes of action against Hunter's Ridge and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss by death of the boarded animal(s) and/or sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of Hunter's Ridge, to include being near horses owned by or in the care, custody and control of Hunter's Ridge whether on or off the premises of Hunter's Ridge Equestrian Center at J&S Ranch.

I, the Owner, have read and agree to everything in this document, as well as the Release and Waiver of Liability Agreement and the Hunter's Ridge Equestrian Center's Safety Rules, which I have also signed.

I additionally grant Hunter's Ridge Equestrian Center permission and all rights to use any photograph of Owner and Owner's horse(s), taken on Hunter's Ridge premises or at any Hunter's Ridge activity, in any Hunter's Ridge Equestrian Center promotion or marketing effort.

Owner's Signature

Date _____