

HORSE BOARDING AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, is made by and between Rolling Hills Stables, LLC, 6348 55th Ave, Norwalk, Ia, herein referred to as “Stable,” and _____, hereinafter referred to as “Owner.”

1.0 FEES AND LOCATION. The horse may be pasture boarded, stall boarded or Private pasture boarded. Please select one of the three options below.

- A. Option 1: Pasture Board. A pasture boarded Horse is kept in the pasture at all times. During the Summer months (Summer is considered to be roughly from May to October, depending on weather and at the sole discretion of the Farm) will not be fed hay. During the Winter months (Winter is considered to be roughly from October to May) will be fed hay.

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To select pasture boarding: In Consideration of \$150.00 per horse per month paid by Owner in advance on the first day of each month, (16 hands and above is \$165.00 per) Stable agrees to board the herein described Horse on a month-to-month basis commencing _____, 20____. Partial months shall be paid on a pro-rata basis based on the number of days boarded in a standard 30-day month.

- B. Option 2: Stall Board. Stable agrees to provide 10x10 stall. All hay, grain, bedding and chores of Stall and horse are of the Owners.

To select stall boarding: In consideration of \$125.00 per horse paid by Owner in advance on the first day of each month, Stable agrees to board the herein described Horse on a month-to-month basis commencing _____, 20____. Partial months shall be paid on a pro-rata basis based on the number of days boarded in a standard 30-day month.

- C. Option 4: Combination Board. Stable agrees to rent a single stall for the sole use of Owner. Owner is responsible for all care and keep of stall not limited to bedding, hay, grain and mucking of stall. Stable also agrees to pasture board horse with access to pasture hay during winter months.

To select Combination Boarding. In consideration of \$_____ 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 _____, 20____. Partial months shall be paid on a pro-rata basis based on the number of days boarded in a standard 30-day month.

Rolling Hills Stables, LLC
6348 55th Ave
Norwalk, IA 50211

1.1 Stable requires 30 days notice, in writing, if Owner intends to sell or move horse.
Owner is responsible for a full month's board should there be no notification payable prior to horse leaving Stable premises.

1.2 **Late fee** of fifteen dollars (\$15.00) if not paid in full by the 10th of the month will be charged.

Information on horse to be boarded:

Name of Horse: _____ ID# _____

Breed: _____ Color: _____ Sex: _____

Age: _____

Name of Horse: _____ ID# _____

Breed: _____ Color: _____ Sex: _____

Age: _____

Name of Horse: _____ ID# _____

Breed: _____ Color: _____ Sex: _____

Age: _____

Name of Horse: _____ ID# _____

Breed: _____ Color: _____ Sex: _____

Age: _____

2.0 RELEASE AND INDEMNITY.

2.1 If horse becomes ill or is injured, Stable shall attempt to telephone owner immediately. If the Owner does not immediately inform Stable regarding measures to be taken, or if the state of the animal's health requires immediate action, Stable is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The Owner shall promptly pay all expenses for all services relating to this illness or injury.

2.2 The Owner agrees that Stable shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident. The Owner further agrees he/she shall be responsible at all times for any and all acts of the animal including, but not limited to damage to Stable's property such as stalls, buckets, lighting,

fencing, wiring etc. and claims, injuries or loss of life that may be sustained by Owner, his/her family, invitee, agents or any other persons or their property.

- 2.3** Liability Insurance. Owner shall have sole responsibility for maintaining insurance coverage for and with respect to Owner's horse and other personal property, including without limitation appropriate policies of property and liability insurance.
- 2.4** Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of the Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.
- 2.5** Owner hereby releases, exonerates and absolves Rolling Hills Stables, LLC, 6348 55th Ave and 6320 55th Ave, officers, staff members, volunteers, sponsors, organizers, agents and any other representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and agrees not to sue them or any of them on account of or in conjunction with any claims causes or action, injuries, damages, or expenses (collectively "Liabilities") arising out of the use or presence upon Stable property and facilities by Owner or Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.
- 2.6** Hold Harmless. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting,, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animals or failing to act in a manner consistent with the person's abilities.

3.0 RIGHT OF LEIN. The owner hereby grants a lien on the horse(s) and property to include but not limited to tack, equipment and/or trailer for all charges resulting from boarding and rendering any other services to the animal. It is agreed upon enforcement of this clause all horse(s), tack, equipment or trailer shall remain at Stable premise. If any such charges are unpaid for the period of 30 days after they come due, Stable may, upon 10 days notice in writing to Owner, sell the horse(s), tack, equipment or trailer at public or private auction to satisfy the account. Owner agrees to relinquish title to any and all breed associations, registration papers and motor vehicle title/registration on any trailer/equipment upon enforcement of the clause. The notice may be served by registered or certified mail with returned receipt requested, addressed to the owner at the address stated above. The proceeds of the sale, after paying the expenses thereof, shall be applied to liquidate the indebtedness secured by the lien including all charges accrued in caring for the animal up to the date of sale and the balance shall be paid over to the Owner. If the proceeds of the sale are insufficient to cover the indebtedness the Owner shall pay the difference to the Stable.

3.1 Legal Fees. Owner understands and agrees to pay all legal fees that arise from any action from Stable for arbitration and/or to litigate the terms of this agreement.

4.0 SERVICES

4.1 In the event that someone other than the Owner or his/her family member calls for the horse, such person must have written permission signed by the Owner to remove or ride horse.

5.0 BOARDING RULES AND REGULATIONS.

5.1 Hard Helmets: Individual under the age of 18 years must wear hard helmets when on horse back on Stable premises unless signed release from parent/guardian.

My child(ren) _____ may ride on horse listed herein with no riding helmet I hold Stable not responsible for any injury sustained if above listed child(ren) sustain injury in the result thereof.

_____Date_____

- 5.2** Bareback riding is to be done with bridle and in enclosed areas. Individuals under the age of 16 must have adult supervision.
 - 5.3** Management requires anyone under 17 to be supervised by an adult.
 - 5.4** Please clean up after yourself. Sweep the floor when done grooming your horse. Pick up any manure your horse drops while tied off and riding in parking or driving areas. Turn off all water when done, make sure that your horse's stall door is secure.
 - 5.5** Stable is not responsible for anything lost, stolen, or damaged. Do not borrow equipment from anyone, including Stable, without first receiving permission.
 - 5.6** Stable is not responsible for the theft, loss, damage or disappearance of any of your equipment or tack. Put all equipment away after each use. Limited space may be available for additional storage.
 - 5.7** No smoking in buildings, by haystacks or other combustible materials.
 - 5.8** No alcoholic beverages.
 - 5.9** Tie horses to hitching posts with lead ropes. Do not use reins to tie off horse.
- 6.0 TERMINATION** Owner agrees to abide by all the rules and regulations of Stable. Failure to do so will result in the following action; 1) verbal warning of violation, 2)written notice of violation, 3) possible eviction Either party may terminate this agreement by giving thirty days written notice.

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I, THE UNDERSIGNED, BEING OF LEGAL AGE AND SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSAND THE FOREGOING AGREEMENT AND RELEASE.

Please print:

Owner: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____

Emergency Phone Number: _____

Emergency Contact Name: _____

Signature of Owner: _____ Date _____

Signature of parent or guardian if owner is under 18 years of age:

Email: _____

Stable signature: _____ Date: _____

Payments are to be made payable to Julie Davis or Rolling Hills Stables.

515-669-5506

515-669-5165

Rollinghills1@live.com

