

**BOARDING AGREEMENT
LUTHERANCH EQUESTRIAN PROGRAM
NOVUSWAY MINISTRIES**

**342 McGinnis Road Tallapoosa, GA 30176
404-583-4591 gahrens@novusway.org**

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Lutheranch Equestrian Program on behalf of Lutheranch and NovusWay Ministries, hereinafter referred to as "STABLE", providing services at 342 McGinnis Road, Tallapoosa, Georgia 30176
And (Horse Owner's Name)

_____ ,
residing at (Horse Owner's Address)

_____ ,
hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

FEES and TERMS

1. In consideration of **\$500.00 per HORSE per month** Boarding Fee paid by OWNER in advance on or before the first day of each month, STABLE agrees to board the herein described HORSE on a month-to-month basis commencing on (fill in date) _____. Partial months boarding shall be paid on a pro-rated basis based on the number of days boarded in a standard 30-day month.
Initial _____

2. \$500/HORSE/month Boarding Fee includes feed and hay, per agreement, twice daily blanket/sheet changes per owner's instructions, approximately 12 hours in a paddock and approximately 12 hours in a stall each 24 hour period (weather permitting). Holding a HORSE for vet or farrier visit is not included in Boarding Fee and must be arranged a week in advance (unless it is mutually agreed as an emergency) and will incur a \$25/hour fee billed to OWNER to be paid with next month's boarding fee. Training is not included in \$500/HORSE/month Boarding Fee and requires a separate contract. Initial _____

3. OWNER agrees to give STABLE thirty days written notice prior to moving HORSE permanently from premises. A 30 day minimum Boarding Fee will be charged for failure to give such notice. Initial _____

4. In the event of OWNER leasing his or her HORSE out, OWNER is still responsible for all boarding payments.
Initial _____

5. OWNER agrees to pay all bills before the HORSE is removed from the premises. STABLE may retain possession of HORSE until all bills are paid in full. Initial _____

LATE FEES

1. Boarding fees received by STABLE after the tenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the fifteenth day of the month will be subject to a late fee of \$25.00. Initial _____

SECURITY DEPOSIT

1. A \$250 security deposit is required upon signing of this contract. Deposit may be used by STABLE to cover any damage to STABLE's facilities beyond normal wear and tear (e.g. severe wood chewing or kicking) including, but not limited to, fencing, stalls or bale rings. If no damage is incurred, deposit will be returned should OWNER choose to leave STABLE. Should damage exceed the security deposit amount, OWNER will be responsible for paying the balance to repair the damage. Initial _____

RIGHT OF LIEN

1. 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 Georgia for any amount due for the board and keep of HORSE 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 HORSE after two (2) consecutive months of non-payment or partial payment and STABLE can then sell HORSE to recover its loss. Initial _____

2. STABLE may exercise its lien rights fifteen days after written notice to the OWNER at the address set out above and may dispose of said HORSE for the unpaid charges at private or public sale; and OWNER hereby waives all other legal notice. In the event sale does not secure a price sufficient to pay all unpaid charges incurred in connection with the HORSE, as well as all legal expenses and other charges of enforcing said lien, OWNER shall be liable to STABLE for the difference. Initial _____

NAME OF HORSE (hereinafter referred to as "HORSE")

COLOR _____ AGE _____ SEX _____

REGISTERED NAME

DISTINCTIVE MARKINGS

TATTOO (IF APPLICABLE) _____

INSURANCE POLICY (IF APPLICABLE)

HORSE OWNER'S NAME _____

ADDRESS _____

PHONE (PRIMARY) _____

(SECONDARY) _____

OWNER agrees as follows with respect to the above-described HORSE:

1. HORSE will be kept on STABLE vaccination schedule which includes: Flu and Rhino bi-annually, and EWT, West Nile, Strangles, and Rabies, annually (March of each year). Proof of negative Coggins must be provided prior to bringing HORSE on property and annually in March. HORSE must be wormed MINIMALLY in the spring and fall with ivermectin. OWNER will provide STABLE with current vaccination information, bring HORSE into compliance with STABLE schedule and maintain annual compliance at OWNER's expense.

Initial _____

2. If HORSE becomes ill or injured, the STABLE, or the stable's agent, shall endeavor to notify OWNER for instructions at the following number: _____ . If OWNER cannot be reached or does not answer the notice, an attempt shall be made to contact the secondary emergency contact who is hereby given permission to make decisions on behalf of OWNER.

Name: _____ Number: _____

If the HORSE's health requires immediate attention, OWNER authorizes STABLE, or stable's agent, to use his/her judgment connected with measures to be taken for the welfare and health of the HORSE at OWNER's expense. These measures include (but are not limited to) veterinary care, surgery, humane destruction, transportation, shoeing or purchase of special equipment.

Initial _____

Exceptions to this policy:

Initial _____

3. OWNER will notify STABLE in writing of any change of address or phone number and provide STABLE with appropriate emergency information should owner be out of town.

Initial _____

4. STABLE agrees to provide HORSE up to 12 pounds per day of Seminole wellness feed (split into two feedings), free choice grass hay or grass while on turnout and up to 25 pounds of grass hay per 12 hours of stall time. Additional grain, non-grass hay (alfalfa or peanut), or supplements must be provided by OWNER and will be fed by STABLE at OWNER's direction. STABLE agrees to provide shavings in stall. OWNER shall be personally liable for the cost of any additional care including (but not limited to) veterinary or farrier care for the HORSE, training fees or lessons and shall pay all charges promptly to the appropriate party. Initial _____

5. OWNER agrees to pay all bills incurred while at Lutheranch, including but not limited to training, vet and shoeing expenses. Initial _____

6. OWNER has completed a HORSE HEALTH INFORMATION AND AUTHORIZATION FORM (attached). Initial _____

7. OWNER assumes full responsibility for all equipment stored on the STABLE's premise. Initial_____

LIABILITY AND RULES

1. OWNER has signed and agrees to require each of his or her guests to sign a LIABILITY RELEASE Initial_____

2. OWNER hereby acknowledges receipt and understanding of the current STABLE Rules, attached to this contract. 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/her guests and invitees according to these 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 at 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. Initial_____

3. OWNER hereby releases STABLE from any and all liability for any injury or damage to person or property, including any injury or damage to the HORSE itself, which may occur in or about the stable owner's premises or elsewhere. This release includes, but is not limited to, loss by theft, fire, running away, injury by another HORSE, death, or injury by or to any person or property. Initial_____

4. OWNER shall be solely responsible for maintaining insurance on HORSE including public liability, accidental injury, theft and equine mortality insurance. All risks, including but not limited to, sickness, disease, theft, death and/or injury connected with training, boarding, handling and/or transporting HORSE, are to be borne solely by HORSE owner. If OWNER chooses not to maintain liability or HORSE mortality insurance, OWNER understands they are NOT covered by STABLE. Initial_____

5. During the time that the HORSE is in the custody of STABLE, STABLE shall *not* be liable for any sickness, disease, theft, death 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 on STABLE's premises. The STABLE, stable owner and agents shall not be liable for any damage which may occur from any cause growing out of or as a result of the boarding of said HORSE, including, but not limited to, loss by fire, theft, running away, death, injury to person or HORSE on or off property. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any HORSE not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the HORSE is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of HORSE, or for any other reason, for which the HORSE is in the possession of STABLE, are to be borne by OWNER. Initial _____

6. OWNER shall indemnify and hold harmless STABLE, its owners and board of directors, employees, successors, assigns and their employees, independent contractors, volunteers, board members and agents. Initial _____

7. In the event any one or combination of STABLE, it's successors and assigns, engages the services of an attorney(s) to enforce the terms of this agreement, OWNER shall pay all costs and reasonable attorney's fees incurred by STABLE, it's successors or assigns, whether or not suit is brought. Initial _____

8. This agreement is entered into in Haralson County, Georgia. Haralson County shall be the legal forum for any dispute connected with this document. Initial _____

9. This agreement constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties. Initial _____

10. Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to abiding by STABLE Rules and complying with vaccination requirements. 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 AGREEMENT shall be due and payable by the first 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. Initial _____

11. This AGREEMENT may not be assigned by OWNER to another person without the express written consent of STABLE. Initial _____

12. This AGREEMENT constitutes the entire agreement between OWNER and STABLE. Any modifications or notices shall be in writing and must be signed and dated by OWNER and STABLE to be valid. Initial _____

By: _____ (OWNER) Date: _____

By: _____ (STABLE staff) Date: _____

HORSE HEALTH INFORMATION AND AUTHORIZATION FORM

HORSE'S NAME:

OWNER'S NAME:

DESCRIPTION OF HORSE,:

CURRENT LIVING SITUATION:

HAS HORSE LIVED IN A MIXED HERD?

IF YES, ANY ISSUES?

AGE: HT: SEX:

LAST SHOEING/TRIM DATE:

NUMBER AND TYPE OF SHOES/PADS:

SPECIAL INSTRUCTIONS:

FARRIER NAME:

PHONE:

IN THE EVENT MY PREFERRED FARRIER IS UNAVAILABLE, IN CASE OF LOST SHOE OR OTHER HOOF NEEDS, I GIVE LUTHERANCH PERMISSION TO USE FARRIER OF THEIR CHOOSING AT MY COST (circle one)

YES

NO

LAST WORMING DATE:

WORMED WITH:

LIST VACCINES GIVEN THIS PRESENT YEAR-SPRING AND FALL:

DATE:

VACCINES GIVEN:

DATE:

VACCINES GIVEN:

DATE OF LAST NEGATIVE COGGINS TEST:

PLEASE ATTACH A COPY OF CURRENT COGGINS AND VACCINE RECORDS

HAS YOUR HORSE EVER COLICKED?

DATE:

PREFERRED VET'S NAME:

PHONE:

SECONDARY VET NAME:

PHONE:

*IN THE EVENT, MY PREFERRED AND SECONDARY VET ARE UNABLE TO BE REACHED, I GIVE PERMISSION FOR LUTHERANCH TO SECURE VETERINALRY CARE WITH VETERINARIAN OF THEIR CHOICE AT MY COST. (circle one).

YES

NO

THE ANIMAL IS INSURED BY

POLICY#

INSURANCE CO. PHONE #

THE ANIMAL IS NOT INSURED (check if applicable) _____

AUTHORIZATION FOR COLIC SURGERY

IN THE EVENT THE UNDERSIGNED CANNOT BE CONTACTED WITH REASONABLE EFFORT, I/WE (check one)

DO AUTHORIZE _____, DO NOT AUTHORIZE _____

SURGICAL CORRECTION OF AN INTESTINAL OBSTRUCTION (COLIC SURGERY). I/WE UNDERSTAND THAT THE COST OF COLIC SURGERY CAN COST IN EXCESS OF \$100,000.00. I UNDERSTAND THAT AFTER SUCH A SURGERY, THE HORSE WILL NOT BE ABLE TO BE RIDDEN FOR SEVERAL MONTHS.

NAME (print)

SIGNED

DATE

LIST ANY OTHER VET CARE RECEIVED WITHIN THE LAST FIVE YEARS:

LIST ANY SUPPLEMENTS/SPECIAL DIETARY NEEDS OF YOUR HORSE:

LIST ANY KNOWN ALLERGIES YOUR HORSE HAS:

HAS HORSE EVER CHOKED? YES NO

DOES HORSE REQUIRE SOAKED FEED? YES NO

HAS HORSE EVER FOUNDERED? YES NO

DOES YOUR HORSE REQUIRE A FLY SHEET OR SPECIAL TYPE OF FLY
SPRAY? IF SO, PLEASE LIST:

IN CASE OF EMERGENCY, CONTACT:

NAME: _____

PHONE 1: _____

PHONE 2: _____

SECONDARY CONTACT: _____

PHONE 1: _____

PHONE 2: _____

I UNDERSTAND THAT PRIOR TO SECURING CARE FOR MY HORSE, A REASONABLE EFFORT WILL BE MADE TO REACH ME. IN THE EVENT I AM UNABLE TO BE REACHED, I GIVE PERMISSION FOR MY PRIMARY OR SECONDARY EMERGENCY CONTACT TO APPROVE CARE FOR MY HORSE AT MY EXPENSE. IF THE HORSE'S HEALTH REQUIRES IMMEDIATE ATTENTION, I AUTHORIZE STABLE, OR STABLE'S AGENT TO USE HIS/HER JUDGEMENT CONNECTED WITH MEASURES TO BE TAKEN FOR THE WELFARE AND HEALTH OF THE HORSE AT OWNER'S EXPENSE, AS STATED IN BOARDING CONTRACT.

SIGNATURE: _____

DATE: _____

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION PROVIDED IS CORRECT AND UP TO DATE.

OWNER NAME (printed): _____

SIGNATURE: _____

DATE: _____