




Shady Oaks Equestrian Center, INC.

Boarding Agreement

This agreement is made and effective on the date set forth below by and between **Shady Oaks Equestrian Center, INC.** located at 5116 Lower Fayetteville Road, Sharpsburg, Georgia 30277 (Herein referred to as Stable Operator) and:

Customer name: _____
(Hereinafter referred to as Horse Owner residing at:

Address:  _____

City: _____ State: _____ Zip: _____

Telephone: Days:  _____ Evenings: _____

And is made with reference to the horse described as follows:

Name of Horse: _____ Sex: _____ Value: \$ _____

Age: _____ Color: _____ Type: _____

Equine Mortality Insurance Co: _____

Last Date of Negative Cognizes: _____
(Hereinafter referred to as "horse").

“Warning! Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of the Title 4 of the Official Code of Georgia Annotated.”

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Stable Operator shall board and keep horse in stall, pasture, or paddock as Stable Operator may choose to designate.
2. Stable Operator shall board, keep, water, and care for the horse in a good and husbandlike manner and shall feed the horse as follows:

Kind of feed: _____

Amounts: Morning _____ Evening _____

Supplements (Supplied by Horse Owner) _____

(The Stable Operator may vary the above diet on account of medical or other such reasons and shall inform Horse Owner of said variation within a reasonable period of time.)

3. Basic Board fee will be \$ _____ per month in advance, due on the 1st of each month (whether or not Horse Owner receives a statement) and becomes late on the 5th. Late dates are determined by

postmark. A late charge of \$2.00 per day will be added to the next month's bill. Returned checks will be treated as non-payment, and an additional fee of \$25.00 will be charged.

4. Prior to board of horse, Horse Owner will be required to pay 1st month's board and provide a copy of a current negative coggins.
5. A thirty-day notice to terminate this agreement will be required. If horse is removed before this thirty-day notice, Horse Owner will be charged for the remaining days.
6. Horse Owner will be required, and agrees to provide parasite treatment and injections on a periodic basis and will be specified by Stable Operator.
7. In case of the foregoing services. Horse Owner shall pay Stable Operator in advance, and in addition, shall pay for all drugs and/or medications, at cost, by the first of the month following invoicing.
8. Except for its failure to maintain and care for the horse in a good and husbandlike manner, Stable Operator shall not be responsible for any loss or damage to the horse arising out of Stable Operator's maintenance, boarding, and care of the horse and Horse Owner shall not hold Stable Operator, its agents, representatives, and employees liable for any loss, injury or damage to the horse or any other property of Horse Owner nor or hereafter causing into the possession of control of Stable Operator or its agents.
9. Horse Owner shall indemnify Stable Operator, its agents, employees, lessor, and representatives against and hold them harmless from any and all claims, demands, liabilities, actions, suits, and proceedings of every kind, including the cost and expenses thereof, including, without limitation, and the use enjoyment of horse by Horse Owner's guest, agents and perimeters.
10. Horse Owner shall abide by all the rules and regulations of **Shady Oaks Equestrian Center, Inc.**, whether now in effect or later adopted, and shall comply with all laws, ordinances, and governmental regulations.
11. Horse Owner warrants and represents on the effective date hereof that the horse is in good health, free from exposure to contagious infectious diseases, and in good condition, has no unusual habits or medical problems other than those, if any, expressly supplied by Horse Owner to Stable Operator in writing. Horse Owner agrees to immediately notify Stable Operator of any health problems, illnesses or accidents which Horse Owner becomes aware of during an incident to Horse Owner's use of horse, especially such exposure as above. Horse Owner warrants that he or she is the sole owner of the horse.
12. Should the horse require the services of a veterinarian, Stable Operator will contact Horse Owner for instructions as soon as reasonably practicable. If the Horse Owner cannot be reached, Stable Operator is hereby authorized, as Special Agent for Horse Owner, to contact any licensed veterinarian of Stable Operators choice. All medical charges and fees so incurred shall be the sole and exclusive responsibility of Horse Owner and Horse Owner shall indemnify Stable Operator against all such expenses and fees for the care and treatment of the horse.
13. Stable Operator may terminate this Boarding Agreement at any time and Horse Owner shall promptly pick up the horse from Stable Operator.
14. Neither party has any right of control of the affairs of the other nor any ownership interest therein, and in no way is this agreement to be considered as creating a partnership status among them.

Horse Owner (Parent/guardian if owner is a minor)

Date

Seal

Stable Operator
Revised July 2005

Date