

Shoeman Road Family Farm Stall Boarding Agreement

Boarder / Lessee _____ Horse's Name _____
Street Address _____ Veterinarian _____
City, State Zip _____ Veterinarian's Phone _____
Home Phone _____ Coggins _____
Work Phone _____ Last Wormed _____
Emergency _____ Shots _____

Is this horse insured? Yes No Company _____

Optional: Exercise (20 minutes at \$4) 1 / week 2 / week ___ / week

Grooming (20 minutes at \$4) 1 / week 2 / week ___ / week

Blanketing (\$4 per instance) yes no

Fetching from pasture for any purpose (\$4 per instance with one hour notice, please)

1. I (We) agree to stall board the above horse for \$500 per month, payable in advance. Lease to be renewable/cancelable on a monthly basis. I (We) do understand that the quoted sum above for lease of pasture and related use of horse facilities is a monthly lease, that it entitles the lessee to use the indoor arena, outdoor arena, round pen, ground floor observation room (but not upstairs observation room), tack area, bathroom, and wash rack, and that this sum applies to all or any part of a month. (____ initials)

2. I (We) do understand and agree that I (we) shall make payment for the lease of said facilities on the ____ day of each month, that a \$15 late fee per day applies to late payment, and that Shoeman Road Family Farm has the right to place a lien on any horse or tack in the event of non-payment for any amounts due plus late fees, if any. I (we) also understand and agree that my (our) possession of the horse(s) can only be reobtained when I (we) have paid in full to the Shoeman Road Family Farm the sum that is demanded by them for feed and their services rendered. All costs incurred collecting delinquent charges, attorney's fees and court costs shall be the responsibility of the owner of the horse(s). (____ initials)

3. I (We) understand and agree that if I (we) intend to terminate this lease that I (we) will give a minimum of ten days notice to the Shoeman Road Family Farm of said termination of lease. I (We) also understand and agree that if my (our) horse(s) are removed from the premises for any length of time (for show purposes, breeding, school breaks, etc.) that said lease is still in effect and that no refund shall be made for said time the horse(s) is (are) removed. (____ initials)

4. I (We) understand and agree that I (we) will make payment to the Shoeman Road Family Farm

for damage (beyond reasonable wear and tear) to said premises incurred by myself (ourselves) or by my (our) horse(s). Cribbing by horses is not considered reasonable or typical and I (we) are subject to damage caused from a horse's cribbing. (____ initials)

5. I (We) do understand and agree horses and everything connected with them involve inherent risks that very frequently results in injury, often serious injury, and sometimes death. I (We) do further understand and agree that I (we) will not hold the property owners responsible for any disease, illness, injury or death to my horse(s) or myself or to my friends, relatives, or acquaintances on the owner's property incurred by riding or otherwise engaging in any equestrian activity, the condition of the property, water, electricity, snow, ice, hail, fire, building structure, building structure defect, wind, act of carelessness, agricultural chemical, negligence, vandalism, misjudgment, hunting accident, errors with feeding or supplements, or any other act of God. In addition, I have read and understand the Statute Limiting Liability for Horse Activities in the State of Michigan and the Horse Riding Agreement and Liability Release Form which are incorporated herein by reference. I (We) understand that the intent of this paragraph is to eliminate owner's liability for any one of innumerable injuries, accidents, or mistakes (foolish or otherwise) that can result from a person choosing to keep his or her horse at someone else's property and under his or her care. I (We) further understand that any conflicts between this agreement and those documents incorporated by reference are to be resolved by adopting that language which provides the most protection to the Shoeman Road Family Farm. (____ initials)

6. I (We) understand that Shoeman Road Family Farm or any other person shall not be liable for any injury to the horse(s) or damage to any property should the said horse(s) escape from the enclosure or while on the property. (____ initials)

7. I (We) do hereby give permission to the stable owners to call the above designated veterinarian. I (We) also understand that I (we) will be contacted if possible if the property owners feel that a veterinarian is necessary due to accident, injury, disease or illness and I (we) also understand that all services rendered by the veterinarian will be at my expense, and that an extra charge will be added to the board if extra attention or care is necessary for my horse(s). (____ initials)

8. I (We) understand and agree that my (our) dog(s) are restricted from the property and that I (we) will honor all safety rules in effect now or in the future. (____ initials)

9. I (We) understand that building construction and maintenance may briefly make the facilities unusable, inconvenient or risky at various times and that these conditions may be unavoidable and do not entitle the lessee to a pro-rata reduction in the monthly fees due. (____ initials)

10. I (We) understand that the normal hours of operation for the Shoeman Road Family Farm are 7 a.m. to 10 p.m.

11. I (We) understand that the minor children of the owners or other minor children may perform some of the services under this Agreement and that they may (and most likely do) lack the experience or judgement of an adult. (____ initials)

12. This agreement, and the Horse Riding Agreement and Liability Release Form which has been signed as a condition of entering into this agreement, represents the entire agreement of the parties and no other agreements, oral or otherwise shall be binding and enforceable unless in writing and signed by all of the parties.

13. Should a court of competent jurisdiction determine that any portion of this agreement is unenforceable or should any portion of this agreement be otherwise unenforceable in any way, then the remainder of this agreement shall continue in full force and effect.

14. I (We) acknowledge that we have toured and observed all the facilities in their current condition (or voluntarily decided to skip such a tour at my own risk) and understand the services being offered under this agreement.

15. _____

Signature of Lessee

Date

Shoeman Road Family Farm
5820 Shoeman Road
Haslett, MI 48823
517-655-6804

Date