

Horse Boarding Agreement

This Horse Boarding Agreement (the "Agreement") is being entered into by **Three Hanging D's LLC, d/b/a 3 Hanging D's** ("Stable") and _____ ("Boarder") as of _____, 20_____.

1. Term

The term of this agreement shall be on a month-to-month basis commencing on the date set forth above, and shall renew automatically for successive periods hereafter unless canceled with 30 days' written notice by either party. Stable reserves the right to terminate this Agreement immediately upon Boarder's breach, including but not limited to, non-payment, violation of Stable Rules under Section 23 of this Agreement, or if Horse poses a danger to persons or property.

2. Identification of Horse

Boarder's horse(s) to be housed by Stable:

a. Barn Name: _____

Registered Name: _____ Sex: _____

Breed: _____ Color: _____ Age/DOB: _____

Markings: _____

Brand/Tattoo Number (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable):

Value of Horse: \$ _____

Attach Photo

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b. Barn Name: _____

Registered Name: _____ Sex: _____

Breed: _____ Color: _____ Age/DOB: _____

Markings: _____

Brand/Tattoo Number (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable):

Value of Horse: \$ _____

Attach Photo

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c. Barn Name: _____
Registered Name: _____ Sex: _____
Breed: _____ Color: _____ Age/DOB: _____
Markings: _____
Brand/Tattoo Number (if applicable): _____
Insurance Carrier, Policy and phone number (if applicable):

Value of Horse: \$ _____ **Attach Photo**
(Attach additional pages as needed for additional horses)

3. Boarder's Contact Information

Name: _____
Street Address: _____
City: _____, State: _____ Zip Code: _____
Mailing Address: _____
City: _____, State: _____ Zip Code: _____
Cell phone: _____ Home phone: _____
E-mail: _____
Driver's License: _____ State _____

If Boarder's information changes, or Boarder is going to be unavailable for a period of time, Boarder will notify Stable as soon as possible.

Alternate contacts in event Boarder is unavailable:
(name) _____
(phone) _____
(name) _____
(phone) _____

Boarder agrees to promptly notify Stable in writing of any changes in contact information or other information reasonably necessary to contact Boarder in an emergency.

4. Ownership of/Authority over Horse

a. Boarder represents and warrants that they are the Owner of record of Horse, or that they have express authority of the Owner of record to enter into this Agreement and to

house Horse with Stable. If Boarder is not the Owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder. Boarder agrees to indemnify and hold harmless Stable from any claims arising from disputes over ownership or authority.

b. **Identification of Owner of Record if Different Than Boarder.**

If Boarder is not the Owner of record of Horse, the Owner of record is:

Name: _____

Street Address: _____

City: _____, State: _____ Zip Code: _____

Cell phone: _____ Home phone: _____

E-mail: _____

5. Boarding Fee

Boarding fee for Horses described above will be \$_____ per horse per month for Dry Lot/Pasture boarding (circle one), paid in advance. First month fee will be pro-rated to the 1st of the month based on a standard 30-day month. Board payment is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a **\$5 late fee, plus \$5 in late fees for each additional day** thereafter on which Board plus accrued late fees remain unpaid. There will be a **\$50 charge for returned checks**. Payments shall first be credited to accrued late fees, interest, and returned-check charges.

a. Boarding Fees Include

- Pen/pasture
- Hay (limited to big rounds/squares)
- Water

Price will be assessed annually based on market hay prices

b. Additional Fees (circle all that apply)

- Trailer Parking: \$25/mo/trailer.

c. Discounts

- Hay Purchase and Procurement: \$50/head/month
- Hay Feeding: \$25/head/month (no equipment use allowed)

Stable does not feed small squares currently, subject to change

6. Deposit

A refundable deposit of \$_____ per horse per month (1 months boarding fee) is required at the commencement of this Agreement. Unpaid board or late fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expenses incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. **If Boarder chooses to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded. If the deposit is insufficient to cover such amounts above, Boarder shall pay the balance within ten (10) days of demand.**

7. Stable Services

- a. Stable agrees to provide a covered shelter for Horse(s) which will be mucked routinely, weather depending.
- b. Pasture Boarding horses will be provided with turn-out time as grass and weather permits. However, Stable cannot guarantee a given schedule for turn-out.
- c. Horse will be fed nutritional hay in free choice nets when grass is not available. All other supplements or different feed options are responsibility of Boarder. Additional cost of hay will be assessed annually based on local hay costs.
- d. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable need not muck horse's stall. If Horse continues to exhibit dangerous behavior for a period of not more than 2 weeks, Stable has the right to request Boarder to remove said Horse from the Stable and the deposit, less damages and fees, will be refunded.
- e. Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain Horse's health and well being, but Boarder acknowledges he/she has inspected the facilities and finds them safe and proper. The standard of care applicable to Stable is that of a prudent horse owner, not a compensated bailee.

Boarder acknowledges that Stable does not insure Boarder's Horse(s), tack, or property, and Boarder is solely responsible for obtaining adequate insurance coverage at their expense; Boarder assumes all risks inherent in equine activities and releases Stable from all liability for any loss, injury, death, damage, or theft, agreeing to indemnify and hold Stable harmless from thirdparty claims.

8. Horse’s Physical Condition/Special Care

Except as specified in this section, to Boarder’s knowledge, Horse is currently sound, disease-free, in good condition, and not in need of any special care.

Exceptions: _____

9. Horse’s Behavior

Boarder states that the Horse exhibits the following behavioral traits:

10. Hours of Visitation/Access to Horse

Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse **between the hours of 6am to 10pm**. Additional times available upon request (i.e.- rodeo/hunting season where you may be leaving outside hours). If accessing the property outside daylight hours, it is Boarders responsibility to do so safely.

11. Veterinary Care

a. Boarder agrees and understands that it is Boarder’s responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder’s horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder’s veterinarian, identified as Dr. _____, with _____ (Clinic), at phone numbers (Office) _____, (Other) _____, and (E-mail) _____.

If Boarder’s veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred. Stable shall not be held liable for any decisions made regarding veterinary care made in good faith. Stable shall assume that Boarder desires surgical care if recommended by a veterinarian in the event of colic or other life-threatening illness, unless **Boarder states in writing that Horse is not a surgical candidate.**

- b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, tetanus, sleeping sickness, herpes, influenza, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale. The Vetera Gold 7-way vaccine covers all the above illnesses and is the preferred vaccine. Deworming 2 times per year (Spring/Fall) with a rotational active ingredient is required, with the Fall deworming occurring after a freeze.
- c. Boarder will supply Stable with a list of all current vaccinations/wormers and proof of a current (within 12 months) negative Coggins test prior to admittance to the Stable. Boarder will supply Stable with Health Certificate(s) (within 7 days) prior to admittance to the Stable. Proof of vaccines is required once yearly and deworming twice yearly. If deworming does not occur twice a year, fecal float results from a veterinarian must be provided to Stable.

12. Farrier Care

Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier shall have access to Stable and Horse during Hours of Visitation.

If Boarder's farrier is unavailable and Boarder's horse is in urgent need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred. Stable shall not be held liable for any decisions made regarding farrier care made in good faith. The Stable shall provide the Boarder with written notice and a grace period of fourteen (14) days to independently schedule the required services before the Stable undertakes any remedial action.

13. Prohibited Activities

Neither Boarder nor their guests or agents shall feed, turn out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's Owner. Boarder shall be solely responsible for any damages caused in violation of this section.

14. Authorized Users

Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Each User must sign the Stable's "Equine Release and Hold Harmless Agreement" upon their first visit to the Stable.

Boarder's designated users are:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

15. Safety and Release From Liability

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. Helmets and Safety Gear

I understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I, or they, choose not to use a riding helmet or other appropriate safety gear. Boarder agrees to hold harmless from damage or injury caused by Boarder's horse(s) to anyone and defend Stable from any such claims. Boarder agrees to disclose any and all hazardous or dangerous propensities of Horse. **Initial:** _____

b. Horses are Inherently Dangerous

WARNING UNDER MONTANA LAW (CHAPTER 1, PART 7, CIVIL LIABILITY, REMEDIES, AND LIMITATIONS), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities. **Initial:** _____

c. I am Responsible for my own Conduct and That of my Horse

I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property. **Initial:** _____

d. Release and Waiver of Liability, and Assumption of Risk

I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its Boarders, agents, or employees responsible for accident or injury to myself, my guests, or my agents. **Initial:** _____

e. Death or Injury to Horse

Stable, its Boarders, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part. **Initial:** _____

f. Hold Harmless, Defend and Indemnify

Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. **Initial:** _____

g. Costs, Attorneys' Fees, and Expenses

In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial: _____

16. Stable's Remedies

If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require Boarder's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred. In addition, Stable may exercise all remedies available under Montana law, including but not limited to, enforcement of its Agister's lien pursuant to Mont. Code Ann. § 71-3-1201 et seq.

17. Amendments and Modifications

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

18. Notices

a. Notice to Stable

All notices must be in writing and delivered to Stable in a manner which provides proof of delivery.

b. Notice to Boarder

All notices must be in writing and delivered to Boarder at Boarder's address listed above in this agreement, in a manner which provides proof of delivery.

19. Assignment or Transfer

No party may assign or transfer this Agreement without the prior written consent of the other parties.

20. Comprehension

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

21. Governing Law and Venue

This agreement shall be governed by the laws of the State of Montana. Venue for resolution of disputes shall be proper in Gallatin County, Montana.

22. Right of Lien

Boarder 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 Montana for any amount due for the board and keep of horse(s), 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 your horse(s) after two (2) months of non-payment or partial payment and Stable can then sell horse(s) to recover its loss. This lien shall be governed by MCA 71-3-1201 et seq., and Stable may retain possession of Horse until all amounts due are paid in full. Boarder waives any requirement for prior judicial process to the extent permitted by law. In the event the amount due is not paid, Stable's lien rights shall constitute a Bill of Sale authorizing Stable to process transfer applications from any

breed registration. Boarder shall pay all attorney's fees, costs, and related expenses for enforcing the lien, with a minimum charge of \$250. Initials _____

23. Stable Rules

Boarder hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. Boarder 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 guests and invitees according to these Rules. Boarder acknowledges the Rules include but are not limited to:

- a. NO SMOKING on the premises. Fire Kills Horses!
- b. Be aware of the location of fire extinguishers.
- c. Everyone must sign a liability waiver / hold harmless agreement.
- d. Boarders are responsible for primary care of the horses boarded on the premises.
- e. No person shall handle or ride a horse under the influence of any intoxicating substance.
- f. All horses must have halters removed in pastures and lots.
- g. Everyone will clean up after themselves and their horse, everywhere.
- h. Keep gates closed at all times.
- i. No unaccompanied children under 16 in the barn; keep children under control for everyone's safety.
- j. No borrowing anything without the owner's permission.
- l. Only stable staff can operate tractors or any other powered equipment, unless previously authorized. Follow all instructions from stable staff.
- m. No dogs allowed on premises.
- n. No studs allowed. Colts must be gelded by 24 months of age, if behavioral issues arise you will be requested to make an appointment as soon as possible or remove the horse.
- o. No breeding mares. If you intend to breed, you will be asked to remove your mare as soon as possible and prior to foaling.

Stable may revise these Rules from time to time and Boarder agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Stable's sole discretion, of Boarder or Boarder's guests and invitees to abide by Stable Rules may result in Stable declaring Boarder in default hereunder and result in termination of this Agreement.

24. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. No Waiver

No failure by Stable to enforce any provision of this Agreement shall constitute a waiver of that or any other provision of this Agreement.

BOARDER:

Signed: _____

Print: _____

Date: _____

STABLE:

Signed: _____

Print: _____

Date: _____

Photo Release

I hereby grant 3 Hanging D's Horse Boarding, its owners, employees, representatives, and affiliates the irrevocable right and permission to photograph, film, or otherwise capture images and video of me, my horse(s), and/or my property on the premises of 3 Hanging D's Horse Boarding or at related events.

I authorize 3 Hanging D's Horse Boarding to use, reproduce, publish, distribute, and display these images and video—individually or in combination with other materials—for lawful purposes including but not limited to:

- Website, social media, promotional materials, and advertisements
- Educational materials, newsletters, and press releases
- Displays or other business-related purposes

I understand that I will not receive compensation for the use of these materials. I waive any right to inspect or approve the finished product or the use to which it may be applied.

Release of Liability

I release and discharge 3 Hanging D's Horse Boarding, its owners, agents, employees, and assigns from any and all claims, demands, or causes of action arising out of the use of these images or recordings, including any claims for defamation or invasion of privacy.

Duration and Revocation

This release remains in effect indefinitely unless revoked in writing. Any revocation will not affect prior use of images taken before the notice is received.

I consent to the use of photos and video as described.

I do not consent to the use of photos and video of myself or my horse(s).

Signature: _____

Date: _____

Printed Name: _____

Relationship to Horse (Owner/Lessee/Boarder): _____

If the participant is under 18 years of age:

Minor's Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____