

DUZAN

Riding Academy

Boarding Agreement

This agreement is entered into between Duzan Riding Academy located at 14191 State Road, Ostrander, OH 43061 (hereafter referred to as "Stable") and _____ of _____,

(Name)

(Address)

_____ (hereafter the "Owner").

(City, State, Zip)

Whereas, Owner desires to board his/her horse at Duzan Riding Academy under the following terms and conditions:

1. Term: This agreement shall commence on the ____ day of _____, 201__ and shall terminate on the ____ day of _____, 201__.

2. Description of the boarded horse:

Name: _____

Age: _____

Sex: _____

Breed: _____

Color/Markings: _____

Registration and #: _____

Height: _____

Weight: _____

3. Boarding Fee and Payment: The participant boarding fee (Section 4) for the horse described in Section 2 is Five Hundred Twenty Dollars (\$520.00) per month for the term of the agreement, unless terminated earlier in accordance with Section 12 below. Payments for partial months will be charged a daily rate which assumes a month as 30 days. The boarding fee shall be due the 1st day of each month and a \$25 late fee will be assessed if the payment is not received by the 5th day of the month. **Checks should be made payable to: Duzan Riding Academy LLC.**

4. Standard of Care by the Stable: The Stable will maintain the horse by providing quality care which includes a horse stall, hay and grain twice a day, water, daily stall cleaning, and bedding as needed. In addition, the Stable will provide the Owner access to turnout paddocks, access and use of the indoor and outdoor arenas, and tack room space. The Stable shall implement a shoeing (every six or eight weeks), vaccinations (spring and fall), and quarterly deworming program, consistent with recognized standards for which Owner will be billed additional.

Initials: _____

5. Ownership/Coggin's Test: The owner warrants that he/she owns the horse and, at the time of delivery to the Stable, that the horse will be free from infectious, contagious, transmissible disease. The owner agrees to provide the Stable proof of a negative Coggin's test dated within the last year and a deworming and vaccination record.
6. Horseshoeing, Dental, Veterinarian Care: The owner shall be responsible for all scheduled and incidental horseshoeing, dental, and veterinary care. In the event that the Stable should determine that the horse needs emergency care, the Stable will attempt to contact the owner first. If the Owner is not available, the Stable has the authority to secure emergency veterinary care. The Owner shall be responsible for paying all costs relating to the medical treatment and/or care.
7. Rules: The Owner must abide by all rules set forth by the Stable. The Owner shall be asked to remove his/her horse immediately if Owner does not follow the rules or places another horse or individual in jeopardy of serious physical harm.
8. Misrepresentation of Horse: The Stable reserves the right to terminate this agreement if the Owner misrepresents the horse's regular behavior. The Stable will not tolerate horses that regularly exhibit dangerous behavior.
9. Damages: The Owner will be financially responsible for any damages to Stable Property that is beyond regular use.
10. Risk of Loss: The Owner will bear all risk of loss from theft, injury, sickness, or death of his/her horse unless such loss is caused by the negligence of intentional acts or omissions of the Stable, and its employees and agents, while they are acting within the scope of their employment or agency.
11. Hold Harmless: The Owner agrees to hold the Stable harmless from any claim resulting from the damage or injury caused by said horse and agrees to pay legal fees incurred by the Stable in defense of a claim resulting from damage by said horse.
12. Termination: The Stable may terminate this agreement by giving the Owner thirty (30) days written notice. Notice of termination by the Owner must be given to the Stable in writing thirty (30) days ahead. The Stable shall be entitled to any boarding fees incurred prior to the termination.
13. Right of Lien: The Stable has the right of lien as set forth in the laws of the state of Ohio for the amount due for board and the Stable shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. Stable reserves right to sell said horse if board is unpaid for three (3) consecutive months.
14. Governing Law: The terms and conditions contained herein shall be constructed and interpreted in accordance with the laws of the state of Ohio. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the State of Ohio.

For the Stable:

For the Owner:

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Initials: _____