

Mac's Meadows, Inc.
2350 E Clyde Rd
Howell, Michigan 48855
Phone: (517) 404-3823
www.MacsMeadows.com



BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the ____ day of, _____ 2009 made by and between **Mac's Meadows, Inc.** hereinafter referred to as "**STABLE**" located at 2350 E Clyde Rd and

(**Horse Owner's Name**) _____, residing at (**Owner's Address**) _____, hereinafter referred to as "**OWNER**" These parties warrant that they have the right to enter into this **AGREEMENT**.

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ per horse per month paid by **OWNER** in advance on the **First** day of each month, **STABLE** agrees to board the herein described horse(s) on a month to month basis commencing _____, 2009. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard 30 day month.

LATE FEES: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE

Name: _____

Age: _____

Color: _____

Registration/Tattoo: _____

Sex: _____

Breed: _____

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

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

- Hay and Grain fed twice daily in the stall.
- Run in shelter provided year round.
- Outdoor arena available. We reserve the right to limit arena time to accommodate all riders. Arena is to be used for riders only.

4. VACCINATIONS

- Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required.
- All required vaccinations must be updated yearly and a copy of vaccination record must be provided to STABLE.
- A negative current Coggins test is required for all horses.
- Horses at Mac's Meadows must be wormed on a bi-monthly schedule. This may be done by the OWNER, or can be provided by the STABLE at a minimal charge.

5. RISK OF LOSS

During the time that the horse(s) is/are 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 premises. OWNER fully understands and hereby acknowledges that STABLE does NOT carry any insurance on any horse(s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that ALL risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be borne by OWNER.

6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

8. EMERGENCY CARE

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing by care provider to the Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.

9. STABLE RULES

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

- All riders under 18 **will wear a helmet** when mounted.
- **Proper footwear** and clothing will be worn for the safety of the rider.
- When using the various facilities within the STABLE, the OWNER will clean up after and maintain the facilities using tools provided by STABLE. This includes the barn aisle, as well as any common areas.
- There is **NO SMOKING** in any building at the STABLE.
- **Parking** areas are in front of sign or along driveway or barn.

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 in 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.

Stable reserves the right to notify the Owner within seven days of horse's arrival if horse, in stable's opinion, is deemed dangerous or undesirable for a boarding stable. In such case, Owner is responsible for removing horse within seven days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.

10. DEFAULT

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 item 9 Stable Rules. 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 tenth 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.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Michigan.

Executed at _____ am/pm on the date first set forth above.

By: _____
Representative of Mac's Meadows, Inc. signature

By: _____
Owner signature

Owner's Name: _____

Address: _____

City: _____

State: Zip: _____

Day Phone: _____

Evening Phone: _____

Cell Phone: _____