

# ROLLING HILLS FARM AND EQUINE LLC.

386 TAIGA LANE, CAPE GIRARDEAU, MISSOURI 63701

## STANDARD BOARDING AGREEMENT

### ROLLING HILLS FARM AND EQUINE, LLC

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#### STANDARD BOARDING AGREEMENT

This agreement, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by Kristin Carlton (hereinafter referred to as "Rolling Hills Farm and Equine LLC", providing services as independent contractors, located at 386 Taiga Lane Cape Girardeau, MO. 63701) And

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Boarder name (Hereinafter referred to as "Owner", residing at:

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Boarder address

'Owner'. Owner of the hereinafter – described horse(s), these parties warrant that they have the right to enter into this agreement.

**1. Ownership:**

Owner warrants they own said horse, that there are no liens against, said horse (s), express or implied by law.

**2. Risk of Loss:**

During the time that the horse (s) is/are in the custody of Rolling Hills Farm and Equine LLC, Rolling Hills Farm and Equine LLC 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 at Rolling Hills Farm and Equine LLC. Owner fully understands and hereby acknowledges that Rolling Hills Farm and Equine LLC, does not carry any insurance on any horse (s) not owned by Rolling Hills Farm and Equine LLC, 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 of equine morality 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 Rolling Hills Farm and Equine, are to be the sole responsibility of the owner.

**3. Hold Harmless:**

Owner agrees to hold Rolling Hills Farm and Equine LLC harmless from any claim resulting from damage or injury caused by said horse or any other animal at our facilities, to owner or your guests

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and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Rolling Hills Farm and Equine LLC in defense of such claims.

#### 4. Default:

Rolling Hills Farm and Equine LLC may terminate this Agreement for failure of the other party to meet any material terms of this agreement, including but not limited to number 9 "Stables Rules." In the case of a default by "owner", Rolling Hills Farm and Equine LLC shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due, Rolling Hills Farm and Equine LLC under this agreement shall be due and payable by the 15th 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 Rolling Hills Farm and Equine LLC of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

#### 5. Assignment:

Owner may not assign this agreement without the express written consent of Rolling Hills Farm and Equine LLC, located at Rolling Hills Farm and Equine LLC.

#### 6. Right of Lien:

Owner is put on notice that Rolling Hills Farm and Equine LLC has and may assert and exercise a right of lien, as provided for by the laws of the State of Missouri for any amount due for the board and keep of horse (s), and also for any storage of other charges due hereunder, and further agrees that Rolling Hills Farm and Equine LLC shall have the right, without process of law, to attach a lien to your horse(s) after on (1) month of non-payment or partial payment. Rolling Hills Farm and Equine LLC can then sell horse (s) to recover its loss.

#### 7. Fees, Term and Location:

In consideration of \$\_\_\_\_\_ per horse per month paid by Owner in advance on the 15th Day of each month, Rolling Hills Farm and Equine LLC agrees to board the herein described horse (s) at 386 Taiga Lane Cape Girardeau, MO. 63701 on a month to month basis commencing on \_\_\_\_\_ (today's date), 20\_\_\_\_. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard 30- day month. A late of \$5.00 per day, per horse, will be applied to boarding fee after the 15<sup>th</sup> day of the month.

#### 8. Description of Horse(s)

- a. Name: \_\_\_\_\_ Age: \_\_\_\_\_
- b. Color: \_\_\_\_\_ Sex: \_\_\_\_\_
- c. Breed: \_\_\_\_\_

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- d. Registration/Tattoo Number (if applicable): \_\_\_\_\_
- e. Value of Horse: \$ \_\_\_\_\_
- f. Weight upon arrival: \_\_\_\_\_
- g. Date last vaccinated \_\_\_\_/\_\_\_\_/\_\_\_\_

(In the event that this agreement provides the herein described boarding services for the more than one horse, use the form at the end of the contract to list all horses being boarded, and they shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.)

Furthermore, it is expressly recognized and understood that the boarding of said horse (s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by Rolling Hills Farm and Equine or its employees, officers, agents and/or other family members.

### 9. Feed and Facilities:

Rolling Hills Farm and Equine LLC agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animal (s).

- 10. No horse may be stalled for more than a 12 hour period per 24 hours at Rolling Hills Farm and Equine unless medically necessary.** Horses that must be stalled without turnout will be charged an additional \$5.00 per day to compensate for hay, shavings, and water.

Owner must provide any medications required but Rolling Hills Staff will administer them at no additional charge.

### 11. Hay provided with standard board:

- a. Two flakes of grass hay per day
- b. Round bales kept in pastures October 15- April 15

### 12. Grain provided with standard board:

- a. Custom blend grain that is 14% protein
- b. 2.5 lbs fed twice daily, per horse

- 13. Wormer:** All horse at Rolling Hills Farm must be wormed regularly. Rolling Hills farm will supply and administer these agents unless otherwise requested. Deworming takes place every three months.  
**Will you be administering wormer to your horse(s) or would you like Rolling Hills Farm to administer wormers?**

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I will administer wormer.

I would like Rolling Hills Farm to administer wormers to my horse(s) for me.

**14. Supplements:** Rolling Hills Farm does not cover cost of supplements but staff will administer them for you. **Will Rolling Hills Farm staff administering supplements for your horse(s)?**

Yes

No

**15. Medications:** Rolling Hills Farm does not cover cost of medications but staff will administer them for you. **Will Rolling Hills Farm staff administering medications for your horse(s)?**

Yes

No

**16. Fly masks, Blankets, Extra water bucket, Water bucket heaters, Stall fans and other extras:** All items must be provided by boarder *except for* water buckets and heated buckets.

**17. All horses must have regular Farrier work. Would you like Rolling Hills Farm to keep up with having your horse shod?** (Every 8-12 weeks; \$80.00 for shoes and \$45.00 per trim)

Yes

No

**18. Vaccinations:** Horse(s) must have current vaccinations including but not limited to Strangles, West Nile, Rhinovirus, Rabies, Eastern Equine Encephalitis (EEE), Western Equine Encephalitis (WEE), and Tetanus. Negative Coggins required to board. (Huck Equine performs vaccinations/Coggins/dental clinics every April and October at the farm.)

**19. Stable Rules:**

Owner hereby acknowledges receipt and understanding of current Stable Rules at Rolling Hills Farm and Equine LLC, which are incorporated by reference in full, as if fully set forth herein. Owner agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of this guests and invitees according to these Rules. Owner acknowledges the Rules include but are not limited to:

- No foul language will be tolerated
- Not smoking in the barn

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- NO animal abuse
- No handling of horse (s) that do not belong to Owner
- When working your horse (s) at Rolling Hills Farm and Equine LLC, scoop manure and hair and place in available carts
- All trash should be discarded in proper receptacles
- Keep all tack items in labeled totes in the tack room
- No boarders in arena during lessons
- Keep bathroom and tack room doors closed at all times.
- No riding in the fields down the road from the farm

Rolling Hills Farm and Equine LLC 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 Rolling Hills Farm and Equine LLC sole discretion, of owner or owner's guests and invitees to abide by our rules may result in Rolling Hills Farm declaring owner in default hereunder and result in termination of this agreement.

### 20. Additional Costs and Services:

In the event that you want us at Rolling Hills Farm and Equine LLC to complete the following tasks for your horse (s) an additional fee will be added onto the upcoming month's board. Rolling Hills Farm and Equine LLC will keep record of date and fees.

- a. **Grooming fee** of \$25.00 per month per horse and includes approximately 5 min. per day per horse of grooming.
- b. **Maintenance riding fee** of \$10.00 per day provided by Rolling Hills Farm and Equine
- c. **Local vet transportation fee: \$50.00**

Rolling Hills Farm and Equine LLC agrees to attempt to contact owner, at the following emergency telephone numbers (\_\_\_\_\_)\_\_\_\_\_ and (\_\_\_\_\_)\_\_\_\_\_.

Vet choices are \* \_\_\_\_\_ \* \* \_\_\_\_\_ \*

Should Rolling Hills Farm and Equine LLC feel that medical treatment is needed for sale horse(s), provided however, that in the event that Rolling Hills Farm and Equine is unable to so contact owner within a Reasonable time, which time shall be judged and determined solely by Rolling Hills Farm and Equine LLC, Rolling Hills Farm and Equine LLC is then hereby authorized to secure emergency veterinary care and by any licensed providers of such care who are selected by Rolling Hills Farm and Equine LLC, as Rolling Hills Farm and Equine LLC determines is required for the

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health and well-being of said horse (s). The cost of such care secured shall be due and payable by owner by arrangement with the vet. (See #12)

“Rolling Hills Farm and Equine LLC” Located

386 Taiga Lane Cape Girardeau, MO. 63701

By: Kristin Carlton

Telephone: (573) 243-0752 or (573) 382-8245

Owner name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email address: \_\_\_\_\_

“I agree to the above terms and regulations and understood that I cannot hold Rolling Hills Farm and Equine LLC responsible for any injury resulting in my presence of participation at Rolling Hills Farm and Equine LLC”.

\_\_\_\_\_  
Owner Signature

*UNDER MISSOURI LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INGERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI.*