

Boarding Agreement

Equestrian Learning Center LLC

(Referred to as "ELC")

30 Garden Road

Deatsville, AL 36022

Cell # (334)-226-4112

nathalie@elc-info.com

Name: _____

(Referred to as "Owner")

Address : _____

City: _____ Zip: _____

Cell # (____)-____-____ Home # (____)-____-____

Email: _____

Boarding services:

☒ **Basic board:**

Start date: ____ / ____ / 20____

- Pasture/paddock boarding;
- Feed & feeding in the morning;
- Hay & fresh water;
- Salt blocks;
- De-wormers & the de-worming of boarded horse;
- Use of facility and an allocated spot in the tack room.

Additional services offered:

Please check mark the requested services. Services can be added at any time and will be pro-rated. Services listed below can only be dropped at the end of the Month after a minimum of 1 year.

☐ **Full board:**

Start date: ____ / ____ / 20____

- Feed & feeding in the afternoon

☐ **Farrier/veterinarian service:**

Start date: ____ / ____ / 20____

- Presenting boarded horse to farrier/veterinarian;
- Assist owner with wound/injury treatment & giving medication.

The owner remains the primary caregiver and is expected to make every effort to perform the required treatments.

☐ **Preventative health plan:**

Start date: ____ / ____ / 20____

- Notification of vaccinations & coggins due;
- Access to medicine cabinet (most commonly used products).

This does not include veterinary prescribed medicines. The ELC may keep meds such as: Banamine; Bute; Omeprazole; Previcox and SMZ on hand. However, the owner will be charged for the cost of these meds.

Fees:

Boarding fees are paid in advance and are therefore due per the 1st of each Month.

→ **Late fee:** on or after the 6th of the Month a **\$30 late fee** will be charged **per horse**.

→ Owners who pay before the 1st of the Month are eligible for the **“Pay on-time discount”**.

The total of the boarding fee will depend on the services selected. ELC refers to its price-list for prices and discounts. All fees are subject to change. In the event of a pending price change Owners will receive a written notice 2 weeks in advance.

Description of the horse(s):

The Owner warrants that he/she owns the following horse(s) that he/she will board.
(Referred to as “boarded horse(s)”)

1. Name: _____ DOB: ____/____/____

Breed: _____ Gender: _____

Color: _____ Height: _____

Other distinctive markings: _____

Registration/Tattoo No.: _____

2. Name: _____ DOB: ____/____/____

Breed: _____ Gender: _____

Color: _____ Height: _____

Other distinctive markings: _____

Registration/Tattoo No.: _____

3. Name: _____ DOB: ____/____/____

Breed: _____ Gender: _____

Color: _____ Height: _____

Other distinctive markings: _____

Registration/Tattoo No.: _____

WARNING

Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.”

ELC rules and regulations:

Hours of operation:

The Owner will have free access during hours of operation (8AM – 10PM, 7 days a week). ELC management needs to be notified in advance, whenever the Owner will be on the premises outside of these hours. The Owner will receive the code to the entrance gate. The last person to leave the premises is required to lock the gate behind them.

Release form:

The Owner agrees to assume responsibility for any guests he/she invites onto the ELC property. It is the Owners responsibility to make sure that every guest fills out an ELC release form, *before they do anything else!* Every adult needs to fill out a form for themselves and any minors they are responsible for.

Use of the Facility:

The Owner is welcome to make full use of the ELC facility. Owners can ride in the designated areas, even when there is a lesson, as long as they abide by the rule that the student has the right of way!

ELC expects Owners to follow rules and directives in regard of the use of the facility to improve overall safety and longevity of equipment; buildings and fences.

ELC requests that the Owner reports any damage, defects and/or safety issues to management in a timely manner.

Standard of Care:

The Owner is responsible for providing the boarded horse(s) with the needed care. ELC will assume responsibility for parts of the boarded horse(s) care, if additional services are elected and if these services have been paid for in advance.

The ELC will not tolerate animal abuse and/or neglect!

Management will not hesitate to report Owners, who neglect their responsibilities, to the proper authorities! ELC has the right and obligation to safeguard the wellbeing of every horse on the property to the best of their ability.

The following items are mandatory to safeguard the health of every horse on the property:

- Coggins: All boarded horse(s) have to have a current *negative* coggins. The ELC needs to receive a copy of the test results before arrival of the boarded horse(s). The Owner agrees to repeat the test yearly per the ELC schedule and to provide the ELC with a copy of the results.
- Vaccinating: All boarded horse(s) have to be vaccinated twice a year, consistent with recommended recognized standards.
- De-worming: All boarded horse(s) will have to be de-wormed, as scheduled by the ELC.

Owner's initials: _____

Veterinary/farrier Care:

The Owner has the right to choose his/her own veterinarian/farrier.

Preferred Veterinarian: _____ Tel #: (____)-____-____

Preferred Farrier: _____ Tel #: (____)-____-____

In the event of a medical or farrier emergency, the ELC will first call the Owner. If the Owner cannot be reached, the ELC has the authority to secure emergency veterinary or farrier care. The Owner is responsible to pay all veterinary/farrier fees and other related costs. The ELC is authorized as the Owner's agent to arrange billing to the Owner.

Risk of Loss:

All risks are assumed by the Owner.

As long as the boarded horse(s) are at the ELC, the ELC cannot be held liable for any sickness, disease, theft, death or injury suffered by the boarded horse(s). The ELC is also not liable for any other cause of action arising from or connected to the boarding of the boarded horse(s). The Owner agrees to hold the ELC and its management; agents; employees; volunteers; instructors and owners harmless from any loss or injury of the boarded horse(s). All costs, no matter how catastrophic, connected to boarding are borne by the Owner.

Indemnify:

The Owner agrees to hold the ELC harmless from any claim caused by the boarded horse(s) and agrees to pay all legal fees incurred by the ELC and its management; agents; employees; volunteers; instructors and owners in defense of this claim.

Termination:

Either party may terminate this agreement at any time. ELC is not obligated to restate any boarding fees if the Owner decides to leave before the end of the Month.

Right of Lien:

The ELC has the right of lien as set forth in the law of the State of Alabama for the amount due for board and additional provided services and incurred costs.

The ELC has the right, without process of law to retain the boarded horse(s) until the debt is paid in full. Should the amount due remain unpaid for a period of 60 days the ELC is hereby authorized and empowered to take possession of the boarded horse(s).

At this point the ELC has the right to sell the boarded horse(s) without notice. Upon sale the ELC, auctioneer or any other person conducting the sale is hereby authorized to execute and deliver to the purchaser a bill of sale and if registered, to transfer the registration of the boarded horse(s). The proceeds of this sale will be used to cover the amount due for board and additional provided services and incurred costs. The remainder of the balance, if there is any, shall be paid to the Owner or any other party/parties entitled thereto.

Owner:

_____/_____/20____
Print name Signature

ELC representative:

_____/_____/20____
Print name Signature