

# WINDCHASER ACRES

## BOARDING AGREEMENT

### DESCRIPTION OF HORSE

Horse's Name: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Markings: \_\_\_\_\_

Last Wormed: \_\_\_\_\_ Coggins (date): \_\_\_\_\_

Vaccinations: \_\_\_\_\_ Last Date Given: \_\_\_\_\_

Veterinarian Name: \_\_\_\_\_ Phone Number (s): \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### FEES

In consideration of \$ \_\_\_\_\_ per horse, per month, paid by Owner, **in advance** by the first day of each month, the Facility agrees to board said horse beginning: \_\_\_\_\_

Monthly fee\* includes: \_\_\_\_\_

\_\_\_\_\_

*\*Monthly fees are subject to change based upon the current price of hay.*

**A late fee of \$15.00 will be added for each week a payment is not made after the first of each month.**

### FEEDING INSTRUCTIONS (if feed is provided by Owner)

Hay \_\_\_\_\_

Grain \_\_\_\_\_

Medications \_\_\_\_\_

Supplements \_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 1. RISK OF LOSS

While this horse is boarded at Facility, Facility shall not be liable for any sickness, disease, theft, death or injury suffered by the horse or the Owner or to friends and relatives of the Owner, on the property of the Facility, incurred by water, electricity, snow, ice, hail, fire, building structure, building structure default, wind, act of carelessness, negligence, vandalism or misjudgment, or any other act of God. All risks and costs connected with boarding are borne by the Owner except those due to gross negligence by the Facility. The Facility shall not be liable for any injury to the horse should the said horse escape from the enclosure.

## 2. PROPERTY DAMAGE

Owner will be held responsible for any and all damage to facility property by said horse, including cribbing, wood chewing, fence damage and the like. Owner will either have to repair the damage or pay to have it repaired.

## 3. INDEMNITY

Owner agrees to hold Facility harmless from any claim caused by said horse and agrees to pay legal fees incurred by Facility in defense of a claim resulting from damage by said horse.

## 4. EMERGENCY CARE

If medical treatment is needed, Facility will attempt calling Owner and/or Emergency Contact, but in the event Owner and/or Emergency Contact is not reached, Facility has the authority to secure emergency veterinary care from veterinarian listed on the form, if available, or another local veterinarian. Owner is responsible to pay all costs relating to this care. Facility is authorized as Owner's agent to arrange billing to the Owner.

## 5. HEALTH REQUIREMENTS

Owner agrees to implement a vaccination/deworming program consistent with recognized standards. This includes required West Nile, Strangles Pinnacle nasal mist, Rabies and an Eight-way shot once a year in April. Eight-way shot consisting of the Eastern/Western/ Venezuelan Encephalomyelitis, Equine Influenza A1, A2M & A2K, Equine Rhinopneumonitis EHV-1 & EHV-4 and Tetanus. Deworming will be required every 8 weeks. If Owner has not complied Facility has the right to have a veterinarian give the vaccinations and/or dewormer at Owner's expense. Owner is required to pay all costs relating to this care. Facility is authorized as Owner's agent to arrange billing to the Owner.

## 6. TERMINATION

Either party may terminate this agreement. In the event of a default, the wronged party has the right to recover attorney's fees and court costs, resulting from the failure of either party to meet a material term of this agreement.

## 7. NOTICE

Owner agrees to give Facility 15 day's written notice, sent by ordinary first class mail to Windchaser Acres, to terminate this agreement.

## 8. RIGHT OF LIEN

Facility has the right of lien as set forth in the law of the State of Nebraska for the amount due for board, late fees and additional agreed upon services and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full.

# WINDCHASER ACRES

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Owner(s) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Telephone#(s): \_\_\_\_\_

Emergency Contact Name and #(s): \_\_\_\_\_



# WINDCHASER ACRES



## RELEASE AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, hereby acknowledge that competitive and pleasure horse riding and training contain inherent risks of injury and damage to me personally, to my horse, and to my equipment. Knowing these facts, I, nevertheless, in consideration of your acceptance of this form, hereby, for myself, my heirs, executors, and administrators waive, release, discharge, and hold harmless Windchaser Acres, its owner(s), and all persons in any way affiliated with the events, property, boarding, or any other activity from any and all right, claim, or liability for damages of any kind or nature that might be sustained by me, including injuries to animals, from any and all claims of any kind or nature that I might have as a result, or arising out of my participation, caused by my own act or the acts of anyone or any animal within my control. I further agree that I will defend, indemnify and hold harmless Windchaser Acres and its owner(s) against all claims, demands, and causes of action brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature whatsoever whether known or unknown and expressly waive any benefits that I may have.

I do acknowledge that I have read the foregoing paragraph and know and understand the content thereof.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please Print: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_