



# Saint Louis Equestrian Center

11155 Dunn Rd. Ste. 102N St. Louis, Mo. 63136

Phone: 314-749-2696 Fax: 314-367-9396

## **HORSE BOARDING AGREEMENT**

This HORSE BOARDING AGREEMENT (the "Agreement") is entered into between the Saint Louis Equestrian Center, LLC, a corporation of the State of Missouri with its principal place of business located at 19201 Model Realty Road, St. Louis, Missouri 63069, hereinafter referred to as "Stable", and the undersigned, whose name and address is shown below, hereinafter referred to as "Owner", each being referred collectively as the "Parties".

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties hereby agree as follows:

### **1. Agreement To Board**

Stable will board and provide the services identified herein for such horse (the "Horse") owned by Owner as Owner shall deliver to Stable, subject to the terms of this Agreement. Owner agrees to provide Stable with all information concerning Horse to be boarded using the Horse Information Sheet, and incorporated herein by this reference.

Stable agrees to board the horse under the terms of the following:

As payment for Stable's boarding of the horse, Owner agrees to pay to Stable in the manner set forth below, the "Board and Training Fee" identified which is incorporated herein by this reference. It is the Owner's responsibility to arrange regular veterinary, dental, and farrier care for the Horse. Owner may use health care provider and farrier of Owner's choosing for so long as the health care providers abide by any Stable rules while on Stable premises or place of business.

### **2. Agreement to Train and Instruct**

Stable agrees to provide training and instruction to Owner and the herein described Horse at Stable under the following "Board and Training" section. As payment for Stable's training and instruction, Owner agrees to pay to Stable in the manner set forth below.

Owner may NOT bring or invite any trainer or instructor to work with the Horse or Owner at the Stable's premises or place of business without the prior express permission of Stable. Any training of the Horse other than by Owner, or riding instruction on Horse while on Stable premises or place of business must be arranged through Stable.

### **3. Payments of Board and Training Fee**

Owner agrees to pay Board Fees to the Stable Owner as follows: Regular Stalls in Main Barn: \$650/month, Foaling Stalls in Main Barn: \$700/month, Upper Barn and Old Barn: \$600/month, Lower Barn: \$550/month, Pasture Board with grain twice a day: \$400/month, Pasture Board without grain: \$300/month. Owner also agrees to pay a Security Deposit equal to first months Board and/or Training prior to moving in. Stable reserves the right to change the Board Fee or Training Fee upon 30 days written notice to Owner. It is expressly understood by the Owner that additional services not included herein, such as lessons, training rides, show coaching, etc. will be billed to Owner monthly per occurrence, at posted Stable rates.. Any customized stall accessories provided by Stable as part of the Owner's move-in will become property of Owner at the termination of this Agreement. The Security Deposit will be held as security for any damages. In the event Owner chooses to terminate this Agreement and remove Horse, after Stable has received proper notice of Owner's intentions as set forth below, the security deposit will be refunded minus any damages or other sums owed to Stable by Owner. If Owner does not give 30 days notice before terminating the agreement, the security deposit will not be refunded.

If any payment for a Board Fees, Training Fees, or additional service fees are not received by the First day of the month, the Owner agrees to pay an additional \$10/week the Board Payment is late. A service charge of \$50.00 shall apply for each insufficient funds check given by Owner to Stable. Owner will be liable for all costs of collection of amounts due under this Agreement including court costs and reasonable attorneys' fees, in addition to any other remedies.

### **4. Risk of Loss**

The Owner fully understands that Stable is under no obligation to, nor does it carry any insurance on any horse not owned by it, including such horses which are in possession of Stable for boarding, transportation, or any other reason for which the Horse is in the possession of, or, on the premises or place of business of Stable. All obligations related to insuring a Horse are to be borne by Owner.

During the time that the Horse is in the custody of the Stable, the Stable, its owners, employees, or agents, shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the Horse or any other cause of action whatsoever, arising out of being connected in any way with the boarding, transporting, training, riding, or for any other reason for which the Horse is in possession of, or on the premises or place of business of Stable, whether or not caused by the ordinary negligence of Stable, its owners, employees, or agents.

Owner specifically acknowledges that horses in turnout may receive injuries associated with such turnout, including, but not limited to, kicks, bites, bruises and cuts from natural interactions between horses and their environment.

Owner assumes the risk of loss or damage to the person or property of others caused either by (1) the Horse, whether or not caused by the ordinary negligence of Stable, its owners, employees, or agents, (2) the actions of Owner; and (3) the actions of the Owner's employees, Agents, guests, invitees, and any other individuals associated with Owner, while on the premises or place of business of Stable.

Owner further agrees to indemnify Stable, its owner, employees or agents against any and all claims, liabilities, damages, and the like in connection with any items for which Owner has assumed the risk of loss.

Stable, Stable owners, Stable's employees, and Stable's agents shall have no liability or responsibility for the personal property of Owner and said property is stored on the premises or place of business of Stable at the sole risk of Owner.

## 5. Hold Harmless

As a material inducement to Stable for entering into this Agreement, and in consideration for being allowed to board the Horse, train, or ride at Stable, or engage in any other action pursuant to this Agreement, Owner agrees and hereby holds harmless Stable, its owners, employees, agents, and assigns from any liability for accident, damage, injury, death, or illness to the Owner, the Owner's employees, agents, guests, invitees, family and/or any other individuals associated with Owner, or to the Horse, whether or not caused by the ordinary negligence of Stable, its owners, employees, or agents, and agrees to pay any legal fees and costs incurred by Stable in defense of such claims.

***WARNING: Under Missouri law, an 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 Revised Statutes of Missouri. (R.S.Mo 537.325)***

## 6. Emergency Care

Stable agrees to make a reasonable attempt to contact Owner upon learning of an illness or injury to the Horse using the contact information set forth in Exhibit A. Should Stable feel that the emergency medical treatment is needed for the Horse and Stable is unable to contact Owner, Stable is then authorized by Owner to secure emergency veterinary and/or farrier care required for the health and well being of the Horse up to, but not exceeding, the following amount:

**Pre-authorized emergency veterinary and farrier care limit: \$\_\_\_\_\_.**

All cost of such care secured 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 to Owner.

## 7. Ownership-Coggins Test-Health

Owner warrants to be the actual owner of the Horse and will provide, prior to time of delivery of Horse, to Stable, proof satisfactory to Stable of negative Coggins test. Owner will provide updated Coggins annually. Owner represents that the Horse is, to the best of Owner's knowledge, in good health and free from exposure to contagious or infectious diseases. Owner has an ongoing obligation to notify Stable of Horse's exposure to any contagious or infectious diseases.

## 8. Notice of Termination

Owner agrees that thirty (30) days notice shall be given to Stable as to a desired termination date of this Agreement. If the Horse is not removed from Stable's premises or place of business by the desired date of termination of this Agreement, Owner agrees to pay a daily Board Fee for each day Horse remains on Stable's premises or place of business of \$50 per day the horse remains on the Stable premises.

Stable may request Owner to remove Horse from Stable's premises or place of business and terminate this agreement on (7) seven calendar day's written notice without cause, and any previously paid Board Fee or Training Fee for time not boarded at Stable, will be returned to Owner, less any damages.

## 9. Right of Lien

The Owner is put on notice that the Stable has a right of lien, pursuant to the Revised Statutes of Missouri, Sections 430.030 and 430.150, for the amount due for labor and materials furnished on the Horse and for the board, training, and care of the Horse. Stable has the right to: (a) retain possession of said horse until the amount of indebtedness is paid to Stable; (b) enforce any rights it has pursuant to Section 430.160 of the Missouri Revised Statutes; and (c) enforce any other rights it has at law, equity, or under this Agreement. For purpose of Section 430.030 of the Missouri Revised Statutes, this agreement shall serve as written memorandum of the work and material furnished and signed by the owner. The remedies described in this section are cumulative and shall be in addition to, and not in lieu of any and all other remedies available to Stable

**10. Governing Law**

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Missouri. Any legal action must be brought in the St. Louis County Courts in the State of Missouri.

**11. Effective Date**

This Agreement shall be effective as of the date of signing by an authorized representative of Stable, indicated below.

**12. Entire Agreement**

This document, and any attached Exhibits identifying Owner and Horse information, contact information, and boarding and training fees constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement all as of the day and year indicated below.

Date

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Signature of Owner or First Co-owner

Date

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Signature of Second Co-Owner (if any)

Date

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Signature of Representative of Stable

## Contact Information:

Owner's Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Owner's Home Phone: \_\_\_\_\_

Owner's Cell Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Billing Address (if different from above):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Horse Insurance Information:**

Name of Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Type Of Insurance: (Loss of Life/ Health/ Loss of Use)

**Horse Information**

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

Nickname: \_\_\_\_\_

Year Foaled: \_\_\_\_\_

Gender: (Stallion/Gelding/Mare)

**Horse Health Problems/Previous Illnesses or Injuries:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vet. Name and Phone Number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Farrier Name and Number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***PLEASE PROVIDE A CURRENT COGGINS ON OR PRIOR TO DAY OF MOVE IN***