

Southern Equine Services, PC

N. Scott Owen, DVM

Kristin Varga, DVM

Standard Boarding Agreement

This agreement, dated the _____ day of _____, 20__ made by and between Southern Equine Services (SES) and _____ (Owner).

1. Fees, Terms and Location

In consideration of \$ 12/day spent 24 hrs in paddock or \$14/day stalled per horse per month to be billed the first of every month, SES agrees to board the horse(s) listed below on a month to month basis commencing _____, 20__. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded at \$14 per day if stall boarded or \$12 per day if paddock boarded.

Owner is responsible for all Farrier and Veterinary expenses while horse is boarded with SES.

SES has the right to maintain possession of horse(s) until all fees have been paid in full or payment arrangements have been made.

2. Description of Horse(s)

Name: _____ AGE: _____

Color: _____ Sex: _____

Breed: _____

Registration/Tattoo Number (if applicable): _____

Value of Horse: \$ _____

Name: _____ AGE: _____

Color: _____ Sex: _____

Breed: _____

Registration/Tattoo Number (if applicable): _____

Value of Horse: \$ _____

Additional horses will be listed on a separate document.

3. Feed and Facilities

- SES agrees to provide the following, in addition to normal and reasonable care to maintain the health and well being of the animal(s).
- 12' x 12' minimum size stall
- Turn-out in pastures, paddock or roundpen as weather permits
- Grain to be fed twice daily – *There may be an additional fee for special feeds*
Feed Type _____
- Hay to be fed twice daily – SES stocks alfalfa and a locally grown grass mix
Hay Type _____
- SES will provide the necessary shoeing or trimming, and deworming of the horse as is reasonably necessary. Provided however, such expenses for them shall be the obligation of OWNER. Owner shall pay farrier and veterinary charges with the next month's board.
- 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 SES or its employees, officers, agents and/or family members.

4. Ownership/Coggins Test

- Owner warrants that it owns said horse(s) and that there are no liens against said horse(s), express or implied by law.
- Owner will provide at time of delivery of said horse(s) to SES, a negative Coggins test current within the twelve-month period. Otherwise a new coggins test will be drawn at the Owners expense.

5. Risk of Loss

During the time that the horse(s) is/are in the custody of SES, SES 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 SES's premises. Owner fully understands and hereby acknowledges that SES does not carry any insurance on any horse(s) not owned by SES, 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 SES, are to be borne by Owner.

6. Hold Harmless

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

7. Emergency Care

SES agrees to attempt to contact Owner, at the following **emergency telephone number** _____, if SES feels that medical treatment is needed for said horse(s). In the event SES is unable to contact Owner within a reasonable time, SES is then hereby authorized to provide emergency veterinary care and/or farrier care. The cost of such care shall be due and payable by Owner with next month's board.

8. Default

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. 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 SES under this agreement shall be due at termination. Failure to make any payments by the tenth day of the month and immediately in the event of payment by said due date shall place Owner in default hereunder. Acceptance by SES of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

9. Assignment

Owner may not assign this agreement without the express written consent of SES.

10. Notice of Termination

Owner agrees that 24 hours notice shall be given to SES as to the termination of this agreement.

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11. Right of Lien

Owner is put on notice that SES has and may assert and exercise a right of lien, as provided for by the laws of the State of Alabama for any amount due for the board and keep of horse(s). Owner further agrees SES shall have the right, without process of law, to attach a lien to said horse(s) after two (2) months of non-payment and SES can then sell horse(s) to recover its loss.

This agreement is subject to the laws of the State of Alabama.

Southern Equine Services, PC

By: _____

Date: _____

Owner: _____

Date: _____

Address: _____

Telephone: () _____