



WILLOW WAY

**Willow Way Horse Boarding Agreement**

Location: 1029 South County Line Rd.  
Johnstown, OH 43031

**PLEASE READ CAREFULLY BEFORE SIGNING**

This Boarding Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ between Twin Stables LLC (d/b/a Willow Way) ("Stable") and \_\_\_\_\_ ("Owner"), and if Owner is a minor, Owner's parent or guardian of \_\_\_\_\_, who resides at \_\_\_\_\_, and whose telephone number is \_\_\_\_\_. Stable agrees to accept Owner's horse(s) listed below for boarding; it is the plan and intention of Owner to board certain horse(s) with Stable. For and in consideration of the agreements hereinafter set forth, Owner and Stable mutually agree as follows:

**A. Feed and Facilities.** This Agreement shall be for the boarding of the horse or horses described below:

Name	Age	Sex	Color	Height	Markings	USEF #

Stable shall keep the horse in the stables, pastures and paddocks as Stable, in its sole discretion, determines. Such horses shall receive normal and reasonable care including fees, stall cleaning, blanketing and handling. Owner shall be responsible for the cost of any special services provided for the horses and all veterinary services, medical cost, farrier services, transportation and other miscellaneous costs with respect Owners' horses, including but not limited to damage to stall other than normal wear. Owner may utilize the riding rings, riding arenas, trail, laundry, lounge and wash stall adjacent to and in the barn areas subject to the rules established by the Stable.

**B. Term:** The term of this Agreement shall begin on \_\_\_\_\_, 20\_\_ and continue on a month to month basis until terminated in accordance with the provision of this Agreement.

- C. **Fees:** In consideration of the services provided by Stable, Owner shall pay Stable a monthly boarding fee of **\$725.00 per month per horse**, subject to change as provided herein, **due in advance on the 1st day of each month** provided that the fee for any initial partial month shall be paid upon execution of this Agreement and be prorated for such partial month. **A late fee of \$25.00 per horse will be assessed for board payments received after the 5th of the month the board is due.** The daily pro-rated boarding fee for partial months is \$30.00/per day. In addition, Owner shall pay for goods and services provided by the Stable other than those set forth in Section A. Payment is due upon receipt of the bill, subject to a finance charge of 1.5% per month (18% apr) on all balances over ten (10) days old.
- D. **Horses:** Owner represents that all Horses listed in Section A are free from infectious, contagious, or transmittable disease. Prior to boarding any horse, Owner must provide current negative Coggins Test, Veterinarian's Health Certificate, a health worming, and immunization record. Stable reserves the right to refuse any horse for boarding, if not in proper health upon arrival. Stable reserves the right to notify Owner within seven (7) days of a horse's arrival if horse, in Stable's opinion, is deemed dangerous, sick or otherwise undesirable for boarding. In such case, Owner is responsible for removing the horse within seven (7) days and for all fees incurred during the horse's stay. After all fees have been paid, this Contract is terminated.
- E. **Owner's Authorization:** At Owner's sole expense, Owner shall provide horse requirements for veterinarian and farrier services. If such services are deemed necessary by Stable and if Stable is unable to obtain instructions from Owner in sufficient time to allow such services to be rendered, Stable will contract for services and will be reimburses for them by Owner immediately upon presentation of bill.
- F. **Training:** Stable will allow certain trainers to provide training services for Owner and Owner's designees if requested by Owner, subject to Stable's prior written approval or consent (approved trainers shall be referred to as "Trainers" herein) which approval or consent can be withheld without cause. Trainers are not employees of Stable but are independent contractors to Owner and Owner's designees and Trainers will bill Owner or Owner's designees for such services as requested. Stable will require these Trainers to have Comprehensive General Liability Insurance naming Stable as additional insured and to provide evidence of such insurance to be kept on file at Stable.
- G. **Assumption of Risk:** Owner is fully aware that the ownership, care, riding, jumping and general association with horses is an inherently dangerous activity, both to the rider and the horse. Owner realizes that there is a constant risk of injuries to both the rider and the horse. By attending shows and participating in their activities and utilizing the services contemplated by this Agreement, Owner and any Owner's designee is assuming all risks associated with such activities. The fact that the Stable makes available facilities for the boarding and training services indicated in this Agreement does not mean that the Stable is assuming any of this risk but rather all risks remain with Owner and are expressly assumed by Owner

and any Owner's designee. Owner, and any Owner's designees who will have any contact with Owner's horse shall be required to sign and maintain on file with Stable, a current Liability and Indemnity Agreement reflecting that person's assumption of the risks described in this Paragraph F.

- H. **Limited Insurance and Assumption of Risk:** Stable maintains no insurance covering horses or equipment or any other personal property owned by Owner. Stable shall not be liable for loss, sickness, disease, estray, theft, injury or death which may be suffered by any of the horses covered by this Agreement while such horses are in the Stable's care, custody and control or being shipped to or from the care, custody and control of the Stable or for any other cause or causes of action whatsoever arising out of or in any way connected with the boarding of horses. It is Owner's responsibility to carry any and all insurance coverage on Owner, Owner's horse, any Owner's designee and all personal property. If provided by Owner, Stable will keep a record of Owner's Horse Insurance. **IF OWNER DOES NOT HAVE INSURANCE ON OWNER'S HORSE, PLEASE INDICATE BY INITIALING HERE \_\_\_\_\_.** Owner agrees to abide by all Stable's rules and regulations and to wear proper safety equipment (including, but not limited to, hard hats or helmets and closed toe shoes or boots).

Insurance Carrier: \_\_\_\_\_

Contact Name and Number: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

- I. **Release:** All persons designated as Owner in this Agreement, on behalf of themselves and their representatives, heirs, agents and assigns, hereby release, waive, discharge and agree not to sue the Stable, its officers, directors, shareholders employees, agents, contractors or any farriers, veterinarians and trainers providing services under this boarding agreement, including their successors and assigns with respect to any loss or damages, injuries or death to Owner or the horse utilized by Owner or to any other property of Owner, whether causes by the acts of any such persons or otherwise.
- J. **Indemnification:** Owner agrees to indemnify and hold harmless Stable its owners, agents, staff, employees and others acting on its behalf against all Damages sustained or suffered by any persons who are not parties to this Agreement. Owner further assumes all responsibility for any invitees, guests or other persons that Owner brings with them to the Stable's facilities or events and shall defend and hold Stable harmless from all Damages of such individuals. For purposes of this Section J, "Damages" shall include any and all injuries or claims that may be caused directly or indirectly by horses, Owner's trainers or persons designated to ride horses by Owner during the term of this Agreement.
- K. **Stable Rules:** Owner agrees to comply with all instructions of the owners, agents staff and employees of Stable and to comply with all Stable rules. Such rules shall become a part of this Agreement and failure to observe them on the part of Owner or Owner's designee shall constitute a default under this Agreement. If Owner

objects to any such rules, Owner shall give written notice of the termination of this Agreement pursuant to Section N.

- L. **Lien**: Stable is entitled to a lien against horse(s) for amounts due hereunder, and if any payment is overdue by more than thirty (30) days, Stable may enforce its lien rights and in connection therewith display said horse for private or public sale for any and all unpaid charges after **ten (10) days written notice** to Owner pursuant to the appropriate laws of Ohio.
- M. **Default**: Owner shall be deemed to be in default of this Agreement upon (a) any failure to pay fees when due provided for herein, or (b) any failure to perform or observe any of the covenants or conditions of this Agreement. If such default continues uncured for ten (10) days after Stable provides written notice thereof, Stable may declare this Agreement in default and (w) terminate the Agreement, (x) bring suit for collections of monies due to Stable, (y) foreclose upon Stable's lien for care of horses pursuant to Section L, and/or (z) seek such other remedies or take any or all such actions as are available by law. Such action by Stable, shall not prejudice or waive any of Stable's rights herein.
- N. **Termination**: Either party may terminate this Agreement on **thirty (30) days' written notice** to the other. Owner shall remove horse during said thirty day period, subject to any lien created by this Agreement. Should either party breach this contract, the breaching party shall pay the other party's court costs and attorney fees related to such breach.
- O. **No Assignment**: Neither party may assign all or any portion of this Agreement without the other party's prior written consent, provided, however, any change of control of Stable resulting from a merger, consolidation, stock transfer or asset sale shall not be deemed an assignment for purposes of this Agreement.
- P. **Turn Out**: Owner shall not and Stable shall not provide any turn out for stallions and there will be **NO EXCEPTION**. Turn out can be dangerous for mares and geldings as well. Owner and Owner's designees assume all risks associated with turn out activities. Owner shall be required to pay for damages done to the property. The fact that the Stable makes available facilities for the use of turn out does not mean that the Stable is assuming any of the risk but rather all risks remain with Owner and are expressly assumed by Owner and Owner's designees. The Stable, will, however, strive to accommodate Owner's desired turn out schedules and will assist by delivering horses to the paddock areas and returning them to their stalls, but accept no risks for this service.

*[Signature Page Follows]*

**SIGNER STATEMENT OF AWARENESS**

**I/We the undersigned have read and do understand this Boarding Agreement (all pages) and I/we fully agree to all of its terms.**

**OWNER:**

Signature of Owner: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Guardian if Owner under the age of 18: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Yes, I would like to receive my board bill via email

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

No, please send by USPS to address above

**STABLE:**

Signature of Stable Representative\*: \_\_\_\_\_ Date: \_\_\_\_\_

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

\* "Stable Representative" is the person who receives the document on behalf of the Stable.