

Boarding Contract

Gaylord Equestrian Center
7000 Hayes Tower Road
Gaylord, MI 49735
(989) 732 - 8878

This boarding contract is made and entered into on the _____ day of _____, 2007, by and between LIz Koscielniak (hereafter known as "Manager"), and _____ (hereinafter known as "Owner"), and if owner is a minor, Owner's Parent or Guardian.

Manager agrees to accept owner's horse _____ for boarding and, it is the plan and intention of owner to board this horse. For and in consideration of the agreement hereinafter set forth, Manager and Owner mutually agree as follows:

1. Owner agrees that Manager, its agent and employees, are not liable for death, sickness, and/or accidents, including consequential damages, caused to the horse, except if caused by the willful wagon gross negligence of Manager. In addition, Owner agrees to hold Manager completely harmless and not liable for any injury whatsoever caused to owner, and/or any loss or damage to any personal property.
2. It is the responsibility of Owner to carry full insurance coverage on owner, owner's horse, and all personal property.
3. Owner shall pay \$ _____ per month for _____ Board, or \$ _____ per day. This shall include the following: (Indoor Board) A stall, two feedings per day, hay and grain, use of arena, and daily turn-out. (Outdoor Board) Hay, water and shelter, and use of arena.
4. The boarding fee is due upon the 1st of the preceding month. Timely payments are strictly followed. A late fee of \$5.00 per day per horse will be charged on payments received after the 5th of the month. In the event that the payment is overdue by 60 days the manager is entitled to a lien against the horse for the amount due according to the appropriate laws of the state.
5. The horse shall be free from infectious, contagious, or transmittalbe disease. The following are required: current negative coggins, vet health certificate. Manager has the right to refuse within seven days of the arrival if not in proper health.
6. Manager refuses the right to Notify the owner within seven days of the arrival if, in managers opinion, is deemed dangerous or undesired for a boarding stable. In such case, owner is responsible for removing horse within seven days and for all fees incurred during horses stay. After all fee's have been paid, this contract is terminated.
7. Regular veterinarian and farrier attention will be arranged by OWNER, and shall be invoiced by the veterinarian or farrier directly to the Owner. In such event of sickness and/or accident to the horse, after reasonable efforts to contact Owner have failed, Manager has permission to contact veterinarian for treatment, at OWNER'S expense.
8. If the horse dies, is sold, or upon 30 days written notice to Manager during the term of this contract, owner may terminate this contract for any reason. In such case, Manager shall be paid for all fees incurred up to the termination date. After all fees have beenpaid, this contract is terminated.
9. Commencement of this contract shall begin on _____, 2007, and terminate when Manager or Owner give thirty days written notice to terminate this contract.
10. This contract is non-assignable and non-transferable. In the event the stable ceases to do business, Manager will give thirty days written notice to terminate this contract.
11. Additional agreements should be initialed seperately by each party. If none, check here _____.
12. Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney's fees related to such breach.
13. This contract represents the entire agreement between parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement. This contract is made and entered into the State of Michigan and shall be enforced and interpreted under the laws of said state. Should any clause conflict with state law, then that particular clause is null and void.
14. When Manager and Owner, and Owner's parent or guardian, if owner is a minor, sign this contract, it will then be binding on both parties, subject to the preceding terms.
15. Indoor Boarded horses that are 2 months behind on payments and fees will automatically become Outdoor Board horses. Owner will have 2 weeks (14 days) to pay board and fees before court action will be taken. The horse(s) will not become indoor boarders until past board is paid in full.

Owner's Signature

Liz Koscielniak, Barn Manager

Owner's Name Printed

Address

City, State, Zip Code

Telephone Number

Other Information:

Veterinary Name and Number _____

Farrier Name and Number _____

Emergency Numbers _____

I have given the names, besides family, listed below to use my horse at any time in any manner.

This horse _____ can or _____ cannot be used in lessons by Liz Koscielniak at the Gaylord Equestrian Center.