

## Saddle Creek Stable (SCS)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The undersigned hereby agrees to board his/her horse(s) at SCS, located on Emporia Rd. in Pierson, Florida under the following terms and conditions:

- 1) Board shall be in the amount indicated below marked by an "X" and payable on the first day of each month. A late fee of \$10.00 will be charged for all board checks received after the 10<sup>th</sup> day of the month. Should board become 30 days past due, pursuant to Florida Statutes 713.65, SCS has the right to claim and enforce a lien upon said animal(s).
  - A) The board rate shall be \$ \_\_\_\_\_ per month if your horse eats up to two (2) full scoops of grain.
  - B) The board rate shall be \$ \_\_\_\_\_ per month if your horse eats over two (2) full scoops per day.

Please note that any and all supplements for your horse are not included in the above mentioned board rates.

- 2) Board shall include the following: (a) a stall which SCS will clean daily, or muck-out and re-bed as needed; (b) turn-out of the horse, either in the morning or late afternoon pursuant to the undersigned request and depending on the horse's temperament and (c) feed and haying of the horses in the morning and afternoon pursuant to the undersigned instructions. The board guarantees a stall but not a particular stall as management reserves the right to move stalling assignments at management discretion.
- 3) SCS Management has the authority to act as the agent for the undersigned for transportation of the undersigned's horse in EMERGENCY SITUATIONS, including but not limited to situations involving fire, hurricanes, or severe illness of the undersigned's horse. Any transportation costs shall be the responsibility of the undersigned.
- 4) A current negative coggins must be provided to SCS upon signing of this agreement and be updated every year at the expense of the undersigned.
- 5) All horses at SCS are kept on a schedule for worming, shots and vaccinations by \_\_\_\_\_ and that although SCS, and \_\_\_\_\_ will coordinate these activities the undersigned will be directly responsible for the timely payment of the said veterinary services to \_\_\_\_\_ or his/her covering veterinarian. If the veterinarian/client relationship has been terminated, other arrangements must be made for the routine care of the said horse(s). The undersigned may use a licensed veterinarian of their choice for other care. If veterinarian care other than routine is scheduled for the undersigned horse, the

undersigned is responsible to meet the veterinarian on property and handle their horse during services. The undersigned is responsible to submit timely payment to \_\_\_\_\_ or other veterinarian for these additional services.

- 6) SCS may provide services, which are merely gratuitous in nature and not required by this contract. These services may include, but are not limited to, checking horses for wounds, injuries, or signs of illness in the morning and evening, minor wound/injury care, holding horses for veterinarian and farrier as needed for routine care, requesting veterinarian and farrier care or treatment in emergency situations with notification to the owner as soon as possible, and administration of medications pursuant to veterinarian instructions. The undersigned agrees that SCS has no duty to provide such gratuitous services, no duty to periodically inspect his/her horse for wounds, injuries or illnesses and no duty to independently (i.e. Without the undersigned knowledge or consent) treat his/her horse's wounds, injuries or illnesses. In the event that the undersigned gives SCS verbal or written authority to treat any wounds, injuries or illnesses suffered by his/her horse, the undersigned agrees to hold SCS, its agents, servants, or employees harmless from any acts of negligence, malfeasance, or misfeasance which cause, directly or indirectly any injury, damage or death of the said horse.
- 7) Inclement weather is unpredictable, and although SCS attempts to shelter horses when thunderstorms and other weather event threaten, such attempts are merely gratuitous in nature and the undersigned acknowledges that the agents, servants, or employees of SCS are under no duty to shelter a horse in the midst of such weather. In the event of a natural disaster, such as a hurricane, the undersigned is responsible to coordinate with SCS Management regarding evacuation plans. The undersigned will be directly responsible for all fees associated with the undersigned horse(s) including but not limited to transportation, feed and hay, daily staffing to care for horses when out of the area, and veterinarian care. If the undersigned elects not to evacuate their horse(s) as SCS, then the undersigned acknowledges they are responsible for the daily care and feeding of their horse(s) and any liability or damage associated with the natural disaster.
- 8) The undersigned may park one (1) horse trailer, in designated area that he/she may own on the premises of SCS but such storage is merely gratuitous in nature and SCS has no duty to protect said property from theft, vandalism, or damage.
- 9) The undersigned agrees that SCS, their agents and employees are not liable for death, sickness and/or accident, including consequential damages cause to horse. The owner agrees to hold SCS completely harmless and not liable for any injury whatsoever caused to the undersigned, and/or any loss or damage to personal property. It is the undersigned's responsibility to carry full and complete insurance coverage on the undersigned and the undersigned's horse and all property. The

undersigned agrees to abide by all the rules and regulations and wear proper safety equipment (i.e. hard hat).

- 10) Horses shall be free from infectious, contagious or transmissible disease. SCS reserves the right to notify the undersigned within seven (7) days of horse's arrival if horse, in SCS option, is deemed dangerous, sick or undesirable for boarding stable. In such case, the undersigned is responsible for removing horse within seven (7) days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.
- 11) Herd safety: Another hazard to a horse is other horses. In any horse herd situation some scrapes and bruises are likely to be delivered among the horses. It must be understood that unless private pastures have been arranged, horses will kick, bite and chase each other. SCS is not responsible for the actions of one horse upon another. We will be sure that if medical care is necessary, the vet will be contacted. SCS will act with the best interest of the horse in mind. All vet bills are always the owner's responsibility.
- 12) Horse's background: It will also be the responsibility of the horse's owner to provide with any medical information that may affect this horses care. If this horse is prone to colic, cribbing, founder, or has any other condition that may affect this horses care or performance this information must be shared. If this horse has any behavioral problems that may affect his training or his care, these must be shared for the safety of the horse and those who may work around the horse. If a horse is a cribber and this knowledge is not shared, any damage done by this horse to any property will be billed to the responsible party and the horse will need to leave in seven (7) days.
- 13) Enclosure failure: Horses have a tremendous ability to jump, run and other wise escape from most enclosures. No fencing is absolutely secure against every horse. The owner or responsible party has inspected SCS, including the barn and location, all fields, fencing and gates and has agreed that this facility is reasonably safe and secure. Should any part of this facility fail to contain this horse, SCS will not be responsible unless gross negligence is involved. Should a horse, in any way, end up off the property and causes any sort of injury and/ or damage, only the owner or responsible party will be liable.
- 14) Horse/Property theft: Horse/property theft is a very real problem in any situation. The responsible party should be aware of this and have documents and photographs that can identify their horse or property. SCS will not be responsible should a horse or property theft be suspected. SCS will not be responsible if a horse is lost through fence or gate failure.
- 15) If horse dies, is sold or upon thirty (30) days written notice to SCS after the date of this agreement, the undersigned may terminate this contract for any reason. In such case, SCS shall be paid in full this Contract is concluded. Commencement of this

contract shall begin \_\_\_\_\_ and be concluded on \_\_\_\_\_, and/or when SCS or the undersigned gives thirty (30) days written notice to conclude the contract.

- 16) This contract is non-assignable and non-transferable. If stable closes SCS will give the undersigned thirty (30) days written notice (after which the Contract is concluded).
- 17) This Contract is made and entered into the State of Florida and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, that individual clause is null and void. Warning: Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities.
- 18) This Contract represents the entire agreement between the parties. No other agreements or promises verbal or implied are included unless specifically stated in this written agreement. Each party should separately initial additional agreements. If none check here \_\_\_\_\_.
- 19) The Undersigned has been advised of the BARN RULES and will comply with said rules (and all modifications thereafter) for as long as his/her horse is boarded upon the property of SCS.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work/cell Phone \_\_\_\_\_

Other contacts \_\_\_\_\_

## Barn Rules

- 1) Keep all gates closed, to include arena, paddocks, round pens.
- 2) **Clean manure up in wash/grooming bays**, barn center area, 60ft. round pen.
- 3) Turn off water in wash bays.
- 4) Turn off lights if you are the last person at facility.
- 5) If it doesn't belong to you, or if you didn't buy it, **please don't use it.**
- 6) Headgear required while mounted.
- 7) Drive golf carts with care, be considerate of others who might need a cart.
- 8) **Large green cart, and large orange kubota RTV for management only.**