



**HORSE BOARDING AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Tarkio Equestrian Center, LLC, (“TEC”) of Hollenback Lane, Tarkio, MT 59872 and (boarder’s name) \_\_\_\_\_ of (boarder’s address) \_\_\_\_\_ (“Boarder”).

Boarder’s Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_ Other Phone(s) \_\_\_\_\_  
 Boarder’s preferred veterinarian \_\_\_\_\_  
 Vet’s Phone \_\_\_\_\_  
 Preferred Farrier \_\_\_\_\_

Whereas, Boarder owns the following horse(s):

Name \_\_\_\_\_ Estimated value \_\_\_\_\_  
 Age \_\_\_\_\_ Sex \_\_\_\_\_ Breed \_\_\_\_\_  
 Brands/markings \_\_\_\_\_

Name \_\_\_\_\_ Estimated value \_\_\_\_\_  
 Age \_\_\_\_\_ Sex \_\_\_\_\_ Breed \_\_\_\_\_  
 Brands/markings \_\_\_\_\_

Whereas, Boarder desires to lease space from TEC in order to board the horse(s) described above; Whereas, TEC desires to lease space to Boarder to board their horse(s); Now, Therefore, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

**ARTICLE I \* TERM**

1.01 The term of this lease shall be month to month, unless otherwise specified herein. The lease term shall continue on a month to month basis unless notice of termination of lease has been provided by either Boarder or TEC as discussed in Article VIII below.

**ARTICLE II \* PAYMENT**

2.01 The monthly rate for boarding a horse shall be as follow with payment due the first of each month:

Horse Name	Rate
_____	\$ _____ per month
_____	\$ _____ per month
Total Amount Due	\$ _____ per month

**ALL BOARD FEES ARE DUE ON THE 1<sup>ST</sup> OF EACH MONTH. LATE AFTER 5:00PM ON THE 5<sup>TH</sup>**

- 2.02 The total amount due per month shall be payable in advance on the first of each month. If the first day Boarder boards his/her horse(s) falls on a day other than the first of the month, the rate for the first month shall be pro-rated based upon the number of days in that month the horse(s) are boarded.
- 2.03 Payment of the rest shall be deemed timely if received by TEC prior to the 5<sup>th</sup> of the month in which it is due. At TEC’s sole discretion, it may assess Boarder a late fee of \$25 per day for each day after the 5<sup>th</sup> the payment is overdue.
- 2.04 Boarder agrees to be responsible for any and all veterinarian expenses and hereby assigns TEC the power to contact vet due to medical emergencies. In the event TEC must contact a horse’s vet in order to keep the

- 2.05 horse current with vaccinations, Boarder shall be responsible to pay TEC \$40 per incident per horse as well as their responsibility to pay the veterinarian for his/her services.
- 2.06 Trailering of boarded horses is \$30 per round trip; an additional \$20 per day will be charged for any special care the horse is required while at TEC; while a horse is at another facility due to medical needs TEC will credit the Boarder the normal board rate during that period.

**ARTICLE III \* ACCOMODATIONS FOR HORSE**

- 3.01 In exchange for the covenants and payments discussed herein, TEC shall provide for each of Boarder’s horses: AM and PM feeding of hay, ample water, salt/mineral block, and complete use of facility: tack building, trailer parking, indoor arena and restroom.
- 3.02 If Boarder desires to feed his/her horse(s) something different from the hay provided by TEC, the Boarder shall notify TEC and provide TEC with alternative feed. There will, however, be no reduction in the total amount due under Article II if alternative feed is used.

**ARTICLE IV \* BOARDER’S REPRESENTATION & WARRANTIES**

- 4.01 Boarder represents and warrants the following:
  - a.) He/she is the owner of the horse(s) described in this agreement.
  - b.) All horses described in this agreement are free of any liens or encumbrances of any kind (expressed or implied) and that Boarder will keep the horse(s) free of any liens or encumbrances of any kind while the horse(s) are boarded at TEC.
  - c.) All horses described in this agreement have received current vaccinations for:

<u>Disease</u>	<u>Date Vaccinated</u>	<u>By Whom</u>
EEE, WEE	_____	_____
Sleeping Sickness	_____	_____
Tetanus	_____	_____
Virus Flu – Rhino	_____	_____
Strep – Strangles (Pinnacle)	_____	_____

- Negative Coggins within one year and renewed annually.  
 Proof of the vaccinations shall be provided to TEC either through the applicable veterinarian or by some documentation.
- d.) Boarder shall keep current all vaccinations for the horse(s) as well as be responsible for de-worming and shoeing the horse(s) on a regular basis.
- e.) Boarder recognizes that TEC engages in “equine activity” as such is defined in #27-1-726(3) MCA; is an “equine activity sponsor” as such is defined in #27-1-725(4)MCA.
- f.) Boarder understands that it will be engaging in “equine activity” as such is defined in #27-1-726(1) and is an equine “participant” as such is defined in #27-1-726(6)MCA.
- g.) Boarder also recognizes the “risks inherent in equine activities” as such are defined in #27-1-726(7) MCA as set forth in section 6.01 below.

**ARTICLE V \* INDEMNITY AND HOLD HARMLESS**

- 5.01 Boarder agrees to indemnify and hold harmless from any and all causes of action, judgements, claims, damages, losses, or injuries caused to TEC, the Boarder’s horse(s) and or any person, including the Boarder, arising out of or in any way related to the actions or inactions of the Boarder and/or any one of the Boarder’s horses identified in this agreement, or other Boarders or their horses.

**ARTICLE VI \* ASSUMPTION OF RISK**

- 6.01 Boarder understands and assumes the risks inherent in equine activity which are dangerous or conditions that are an integral part of equine activities including but not limited to:
  - a.) The propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine;

- b.) The unpredictability of an equine reaction to such things as medications; sounds; sudden movement; unfamiliar objects, persons, or other animals;
  - c.) Hazards, such as surface and subsurface ground conditions;
  - d.) Collisions with other equines or objects; or
  - e.) The potential of another participant to not maintain control over the equine or to not act within the person's ability.
  - f.) The unpredictability of an equine reaction in an equine herd situation which may result in injury or harm to or the death of the Boarder's horse(s) or to another Boarder's horse(s).
- 6.02 Boarder hereby releases TEC and adjoining landowner from any claims or causes of action he/she may have for any damages or injuries caused to him/herself or horse(s) arising out of or related to Boarder boarding his/her horse(s) at TEC, Boarder's participation in or ability to participate in equine activity, unless such injury or damage is caused by the intentional act of TEC or the willful or wanton disregard for the safety of the Boarder by TEC and such disregard caused the injury.

**ARTICLE VII \* REMEDIES UPON DEFAULT**

- 7.01 If Boarder fails to timely pay TEC the amount owed, as set forth in Article II above, or refuses to comply with the representations and warranties set forth in Article IV above, TEC shall have the right to:
- a.) Terminate this lease upon two days written notice;
  - b.) Obtain lien upon the Boarder's horse(s) for any unpaid amounts;
  - c.) Without process of law, retain the boarder's horse(s) described herein until the amount of indebtedness is discharged and/or
  - d.) Seek any other remedies provided in law or equity.

**ARTICLE VIII \* NOTICES**

8.01 Unless terminated by a breach, either party may terminate this agreement by providing the other party 30 days advance notice.

8.02 Notices described in section 8.01 must be in writing mailed to the parties at the following address:

<b><u>TEC</u></b>	<b><u>Boarder</u></b>
Tarkio Equestrian Center (Marc & Roni Haskins)	_____
10 War Horse Lane	_____
Superior, MT 59872	_____

Such notices will be deemed delivered on the date mailed and the 30 days shall run from the date of the notice.

8.03 All other notices discussed in this agreement may be in writing or oral.

**ARTICLE IX \* MISCELLANEOUS**

- 9.01 **Governing Law:** This agreement shall be governed by, and construed in accordance with, the law of the State of Montana.
- 9.02 **Voluntariness:** Each of the parties hereto fully understands the terms, conditions, and provisions of this agreement, voluntarily enter into the same and believe its terms to be fair, just, adequate and reasonable.
- 9.03 **Entire Agreement:** This Agreement represents the entire agreement among the parties, unless exhibits have been attached hereto. The terms are contractual in nature and are not mere recitals, and shall be binding upon the respective heirs, executors, administrators, successors, representatives and assigns of the parties hereto.
- 9.04 **Severability:** The illegality or unenforceability of any provision of the Agreement of any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.
- 9.05 **Attorney's Fees:** If any party materially defaults in performing any of his or her obligations under this Agreement, the other party shall be entitled to recover from the defaulting party reasonable attorney's fees, court costs, and other expenses the non-defaulting party may have incurred in connection with enforcing the terms and conditions of this Agreement.

