

HOLSMAN STABLES

"Country Fun, Inside City Limits!"

BOARDING AGREEMENT

9920 E 137th Street
Kansas City, MO 64149

Telephone: 816-966-1161
Fax: 816-966-0450

HORSE OWNER'S INFORMATION

First Name: _____ Last Name: _____ Social Security #: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone #: _____ Work#: _____ Emergency#: _____ Registered Owner: ____Yes ____No

Trainer's Information

First Name: _____ Last Name: _____ Phone #: _____

HORSE INFORMATION Horse's Name: _____ Registration #: _____

Breed: _____ Sex _____ Color/Brief Description: _____

Current Coggins: ____Yes ____No Coggins Expiration date: _____ Last Wormed: _____

All shots current: ____Yes ____No Horse Insured: ____Yes ____No Ins. Company: _____ Accident Notification #: _____

____1 OWNER Agrees to lease: Pasture when available for \$____ Per Month; Stall for \$____ Per Month; Turnout (5days a week) \$____ Per Month; Private Paddock Turn-out \$____ Per Month; All payments are due in advance, lease to be renewable on a monthly basis. OWNER understands that the quoted sum above for the lease of horse facilities is a flexible one and may be raised at OPERATOR's discretion following 30-days prior written notice. Standard fee includes hay forage; Grain twice daily as required, not to exceed 4 pounds per feeding, muck stalls daily, (except Sundays), replenish bedding as needed.

a. Additional Stall Services: Blanketing \$____ Per Day; Fans \$____ Per Month; Heated Water Buckets \$____ Per Month/Per Bucket;

b. Services for Training/Lessons: Training \$____ Per Month; Lessons \$____ Per Session

c. Haul-ins \$____ Per Request.

d. Pasture Horses that are brought in for temporary indoor boarding with be charged \$____ per day.

____2 OWNER Understands and agrees that if the horse(s) are removed from the premises for any length of time (for show purposes, breeding, etc.) that said lease is still in effect for that time unless otherwise terminated and that no refund shall be made for said time that horse(s) is (are) removed.

____3 OWNER Understands and agrees that OWNER shall make payment for the partial lease of said facilities on the 1st day of each month. Payments received later than the 1st day of the month shall incur a PENALTY of **\$5.00 Per day** accrued until full payment is received in full.

____ 4 OWNER Acknowledges that training and boarding services provided to the horse maintain or appreciate its value. OWNER therefore expressly acknowledges that Missouri statute, 430.150 gives OPERATOR a first and prior lien on any horses boarded at OPERATOR's, in an amount reasonably necessary to secure the payment of fees for same. OWNER acknowledges OPERATOR's contractual right to place an enforceable lien on the horse for any unpaid fees accrued under this contract. OWNER agrees that all outstanding balance due for board, veterinary care, farrier work, transportation fees, show fees, and/or all other fees, charges and expenses incurred pursuant to the care training and/or completion of the horse under this contract shall be paid prior to OPERATOR's release of the horse, and to the extent any such sums remain due and owing, OWNER further grants OPERATOR a lien upon and security interest in the horse, and any foal produced by the horse, if applicable, to secure payment of all obligations and amounts due under this contract. OPERATOR may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the County and State in which the horse or foal is kept and/or where the OWNER resides, and when so filed, the copy shall be effective as a financing statement as well as security agreement. At any time the OWNER's fees remain unpaid for more than 30 days past due date, OPERATOR may foreclose its security interest in the horse. Ten days prior written notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence in regards to cure of default.

____ 5 This agreement may be terminated without cause by either party upon 30 days prior written notice. OWNER is expressly prohibited from removing horse prior to payment in full of all outstanding accounts with OPERATOR. Should OWNER remove horse in violation of this paragraph 5, such action will be deemed a conversion and a trespass upon property.

____ 6 OWNER Understands and agrees that OWNER will make payment to the OPERATOR for any damage to said premises caused by Horse, excluding reasonable wear and tear. OWNER and OPERATOR will inspect stall before horse is moved in and agree on existing condition of said stall.

CONDITION

____ 7 OWNER Understands and agrees that OWNER shall not hold the OPERATOR responsible for any disease, illness, injury or death to the horse(s) or to OWNER, OWNER's friends, relatives, or acquaintances occurring on OPERATOR's property, including that arising from water, electricity, snow, ice, hail, fire, building structure default, wind, act of carelessness, negligence, vandalism or misjudgment, or act of nature.

____ 8 OWNER Understands that the OPERATOR shall not be liable for any injury to the horse(s) or damage to any property resulting from the horse should it escape from any of OPERATOR's enclosures or while on OPERATOR's property. OPERATOR shall not be liable for any injury to the horse resulting from the inherent behavior of horses beyond OPERATOR's control including, but not limited to; running, bucking, biting, kicking, shying, stumbling, rearing, or falling.

____ 9 OWNER does hereby give permission to the OPERATOR to secure regular vaccination and worming services for horses, said costs to be included as an extra charge in OWNER's monthly billing if Operator should choose to do so anytime in the future. All boarders will PROVIDE COGGINS and HEALTH PAPERS prior to the OPERATOR's acceptance of the horse; or permit OPERATOR to isolate horse until such time as OPERATOR can secure COGGINS and HEALTH PAPERS, said costs to be billed to OWNER. OWNER additionally gives permission to OPERATOR, in the event the horse becomes ill or in need of major or medical attention, to care for the horse to the best of OPERATOR's professional knowledge, to secure such emergency care as is deemed reasonably necessary, including emergency surgery, and to make reasonable attempts to notify the OWNER by telephone to provide information or to secure instructions OWNER shall be full responsible for all incurred costs. And authorizes OPERATOR, as OWNER's agent, to direct emergency care providers to direct bill OWNERS for same. OWNER understands that an extra charge will be added to the board if extra attention or care is necessary for treatment of the horse.

____ 10 OWNER understand that failure to abide by this agreement, including Stable Rules as amended from time to time, incorporated by reference herein, constitutes a breach of this agreement and will be treated as grounds for **immediate termination** of this agreement by OPERATOR. Outstanding fees will be treated in accordance with paragraph 4 & 5 above.

____ 11 Applicable Law, Jurisdiction, Venue and Attorney's Fees. This contract shall be construed and governed by the laws of the State of Missouri. Jurisdiction and venue for all disputes connected with this contract shall be proper in the county of District in which OPERATOR is located. In the event lawsuit is brought with respect to enforcing this contract, OPERATOR shall be entitled to recover its reasonable attorney's fees and cost incurred in such action.

WARNING: Under Missouri law, an 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 pursuant to revised of Missouri. RSMo. 537.325

Owners' Signature _____

Date: _____

Operator Signature: _____

Date: _____