

James Hale Stables, LLC
BOARD/TRAINING AND SECURITY AGREEMENT

NAME OF OWNER _____ **DATE** _____

NAME OF HORSE _____ **REGISTRATION #** _____

OWNER'S ADDRESS _____

PHONE (HOME) _____ **(WORK)** _____ **(EMERGENCY)** _____

The horse owner agrees as follows with respect to the above described horse:

1. All horses will be kept on James Hale Stables, LLC vaccination schedule which includes: Flu and Rhino biannually; Strangles, Rabies, and West Nile annually; and quarterly worming. Horse owner will provide stable with current vaccination information and bring horse into compliance with our schedule at horse owner's expense.

Initial _____

2. Horse owner has signed and agrees to the James Hale Stables LLC LIABILITY RELEASE (exhibit "A").

Initial _____

3. If the animal becomes ill or injured, the stable owner, or the stable owner's agent shall endeavor to notify horse owner for instructions. If horse owner can not be informed or does not answer the notice or the horse's health requires immediate attention, horse owner authorizes stable, or the stable owner's agent to use his/her judgment connected with measures to be taken for the welfare and health of the horse at horse owners' expense. These measures include (but are not limited to) veterinary care, surgery, humane destruction, transportation, shoeing or purchase of special equipment.

Initial _____

4. The horse owner shall be personally liable for the cost of any care, such as (but not limited to) veterinary care for the horse, and shall pay all charges promptly.

Initial _____

5. Horse owner resumes full responsibility for all equipment stored at the stable.

Initial _____

6. Horse owner agrees to pay \$_____ /month for board/training, payable on or before the 10th of each month. This fee includes a box stall, top quality grain and hay twice daily, bedding, stall cleaning daily, and regular exercise/training. Regular Training customers receive weekly lessons. Consignment Training customer receive advertising/marketing services at no additional charge.

Initial _____

7. A 10% late charge on the total unpaid balance will be added to any payments made after the 10th of the month. A \$25.00 fee will be charged for all checks returned by the bank.

Initial _____

8. Horse owner agrees to pay all bills incurred while at James Hale Stables LLC, including but not limited to training, veterinary and shoeing expenses.

Initial _____

9. Horse owner agrees to pay all bills before the horse is removed from the premises, including bills due to outside vendors. Stable owner may retain possession of horse until all bills are paid in full.

Initial _____

10. The stable owner is hereby granted a lien, pursuant to the provisions of Alabama Code Title 35, Section 35-11-70, and of any successor statute of similar effect, for a) all boarding/training charges; and b) for all charges that may be incurred under paragraph 8, above.

Initial _____

11. Stable owner may exercise his lien rights ten days after written notice to the horse owner at the address set out above and may dispose of said horse for the unpaid charges at private or public sale; and the horse owner hereby waives all other legal notice. In the event sale does not secure a price sufficient to pay all unpaid charges incurred in connection with the horse, as well as all legal expenses and other charges of enforcing said lien, the horse owner shall be liable to stable owner for the difference. Any sum realized over and above described cost and charges shall belong to the horse owner.

Initial _____

12. Horse owner agrees to give stable ten (10) days notice prior to moving horse permanently from premises, or a 30 day minimum training fee will be charged for failure to give such notice. Should the horse be sold, the balance of that month's training fee is non-refundable.

Initial _____

13. Horse owner will notify stable in writing of any change of address or phone number and provide stable with appropriate emergency contact information should owner be out of town.

Initial _____

14. In the event any one or combination of James Hale Stables LLC it's successors and assigns, engages the services of an attorney(s) to enforce the terms of this agreement, horse owner shall pay all costs and reasonable attorney's fees incurred by James Hale Stables LLC, it's successors or assigns, whether or not suit is brought.

Initial _____

15. This agreement is entered into in Shelby County, Alabama. Shelby County shall be the legal forum for any dispute connected with this document.

Initial _____

16. This agreement constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties.

Initial _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day and year first above written.

HORSE OWNER

James Hale Stables LLC



James Hale Stables
6720 Chelsea Road
Columbiana, AL 35051
205-669-6649 stable
205-669-1880 fax
jhstables@aol.com