



Mill Creek Equestrian

8390 Lower Valley Pike · New Carlisle, OH 45344
937-206-5602 · www.millcreekeq.com

ACTIVE RETIREMENT BOARDING AGREEMENT

This agreement, made and entered into on the _____ day of _____, in the year _____, between Mill Creek Equestrian, hereinafter referred to as "MCE", located at 8390 Lower Valley Pike, New Carlisle, OH 45344, and the undersigned, whose name and address is shown below and is the owner of the below described horse(s), hereinafter referred to as "Boarder".

I. Boarder's Information:

Name: _____ Home Phone: _____
Address: _____ Cell Phone: _____
City: _____ Work Phone: _____
State: _____ Zip: _____ Email: _____
Birthday: _____

II. Horse Described as Follows:

Registered Name: _____ Barn Name: _____
Breed: _____ Is Horse Registered? Y / N
Registration Organization: _____ Registration #: _____
Birth Year: _____ Height: _____ Sex: _____ Color: _____
Markings: _____
Is Horse Insured? Y / N Insured Value: _____
Insurance Company: _____
Insurance Company's Emergency Phone: _____

(Please provide a copy of your horse's insurance policy, if applicable) Boarder warrants that he/she owns said horse. If horse is leased, then owner will provide a copy of current lease documentation detailing the complete nature of lessee's authority and responsibility for horse.

III. Services Rendered

In exchange for the monthly boarding fee of \$ 600.00, MCE will provide the following:

- A. One box stall, one feed tub, one to three water buckets depending on the horse's specific water consumption needs, and an appropriate amount of clean bedding. Stalls are cleaned daily.
- B. Morning and evening feedings of grain and hay when the horse is stalled will be provided. Hay will be provided in turnout paddocks when needed.
- C. Special feeds, medications, and/or supplements will be administered if bagged for each meal. It is the owner's responsibility to provide all supplements and medications for their horse in a single serving or SmartPak so that MCE staff only has to open one container to give horse its needed supplements.
- D. Owner supplied grain/hay will be considered on a case-by-case basis only and does not equate to a discount off board rate. MCE will supply a variety of feedstuffs that should meet the needs of most horses.
- E. Continuous access to clean water both in the stall and pasture.
- F. Access to a salt and mineral block in stalls.
- G. Rotational deworming program - Dewormer administered each calendar quarter.
- H. Turnout:
 - i. Horses will be turned out as much as possible but may be stalled during harsh weather conditions such as: storms, high winds, or when the ground condition is potentially dangerous (i.e. icy, muddy, etc.).
 - ii. Turnout groups will be restricted to no more than 6 horses of the same sex.
 - iii. Private turnout is available for an additional fee.
 - iv. Application of a fly mask during the summer months on horse for turnout is included.
 - v. Application of a fly sheet during the summer months, or protective boots for turnout is included.
- I. Blanket changes as needed during the winter months.

- J. Application of therapeutic boots when stabled.
- K. Use of indoor arena, outdoor arena, round pen, training track, viewing room, restroom, grooming areas, wash stall, etc. Boarders are permitted to use the arenas during lessons, but acknowledge that the instructor and student have the right-of-way. See MCE Barn Rules for further detail regarding arena use.
- L. Tracking, scheduling and handling for veterinary and farrier care.
- M. Individual attention in the form of grooming, hacking, or bathing 3 times a week. Plan to be developed in cooperation with owner. Grooming and bathing supplies provided by MCE unless otherwise specified.
- N. Additional services such as hoof picking, leg rinsing, additional grooming/hacking, etc. are available for an additional charge (see MCE Fee Schedule).
- O. Special notes:
 - i. MCE reserves the right to move boarded horses to different stalls, pastures, turnout groups as needed.
 - ii. Since horses at MCE are turned out in a variety of weather conditions, it is recommended that all Boarders supply at least one highly durable, waterproof, medium weight blanket for turnout. If Boarder desires blanket changes between weights, Boarder must provide a highly durable, waterproof blanket in each weight for turnout.
 - iii. For the safety of the horse, Boarder must provide either a leather halter or nylon halter with leather breakaway strap for use in turnout.

IV. Payment of Board

- A. All board payments are due in full to the payment box mounted outside the barn office or mailed to 8392 Lower Valley Pike, New Carlisle, OH 45344 by close of business (COB) the first day of each month as payment for the month to follow.
- B. Partial months will be prorated at a rate of 1/30th of the full monthly fee per day.
- C. An invoice will only be provided for additional charges incurred during the course of the preceding month.
- D. Payments not received by COB the fifth calendar day of the month will be subject to a \$35 late fee. An additional \$5 late fee will be charged for each additional day that the payment is late.
- E. Payments may be made by cash, check or credit card (credit card payments subject to a 3% fee).
- F. Board rates are subject to change. MCE will provide at least thirty (30) days written notice of all rate changes. Boarder is required to pay the current board rates, not just the rate specified by this signed contract.
- G. MCE will only accept board payments from the Boarder of the horse. For example, if the horse is leased to someone else in part or whole, it is still the responsibility of the Boarder to pay for the board in full. BOARDER ACKNOWLEDGES AND AGREES THAT REGARDLESS OF ANY AGREEMENT WITH ANY OTHER PERSON OR PERSONS, BOARDER WILL REMAIN RESPONSIBLE FOR PAYMENT OF ANY CHARGES OR FEES BY MCE IN CONNECTION WITH THIS AGREEMENT.

V. Incoming Horses, Dangerous Horses, and Equine Insurance

- A. All Boarders must provide a complete current immunization record and proof of negative Coggins test prior to unloading the horse on MCE property. MCE reserves the right to turn away any horse deemed to be a health risk to the other horses in their care.
- B. MCE reserves the right to refuse to accept, or choose not to keep, any horse that is determined to be dangerous to life or property. Boarder agrees to remove horse immediately upon notification of such condition.
- C. MCE reserves the right to quarantine any infectious horse to protect the safety of the other horses in their care.
- D. Horses deemed to be aggressive to other horses or people by MCE management will be required to be in private turnout for an additional charge.
- E. MCE recommends that all Boarders carry full mortality insurance coverage on their horses at the Boarder's expense. If the horse is currently insured, Boarder shall provide all relevant information to MCE. MCE is not responsible for notifying the Boarder's insurance company of any disease, injury, or illness which the Boarder's horse may contract or incur.

VI. Routine Medical and Farrier Care

- A. All Boarders must provide the name and contact information of the veterinarian and farrier that they wish to use for the routine and emergency care of their horse.

Vet Name: _____

Farrier Name: _____

Phone: _____

Phone: _____

- B. MCE uses Walnut Grove Veterinary Service as their farm veterinarian and Thomas Gabel as their farm farrier.

- C. Boarder agrees and recognizes it is their responsibility to keep the horse current on all vaccinations and maintain a current negative Coggins at all times.
- D. Boarder agrees and recognizes it is their responsibility to have the horse trimmed and/or shod on a regular basis (regular means no more than 10 week intervals).
- E. MCE is not responsible for veterinary care of Boarder's horse, including changing bandages, treating wounds, applying bandages, administering paste medications, etc., unless Boarder chooses to pay for MCE nursing care services.

VII. Emergency Care

- A. In the event of an injury or illness, MCE agrees to attempt to contact Boarder should MCE believe that medical treatment is needed for Boarder's horse. If the Boarder cannot be reached, Boarder authorizes MCE to provide and/or secure emergency veterinary and/or farrier care required for the health and well being of Boarder's horse.
- B. Boarder agrees to hold MCE harmless from any and all claims for damage or injury to the horse or any person or other property arising from the provision of such emergency care under all circumstances.
- C. MCE will first contact the Boarder's primary veterinarian; if they cannot be contacted, or cannot respond in a timely manner, then the Boarder consents to treatment by Walnut Grove Veterinary Service.
- D. BOARDER SPECIFICALLY AUTHORIZES HUMANE DESTRUCTION OF THE HORSE IF, IN THE OPINION OF THE ATTENDING VETERINARIAN, SUCH HUMANE DESTRUCTION IS NECESSARY AND UNAVOIDABLE, AND BOARDER OR BOARDER'S DESIGNATED AGENT CANNOT BE REACHED WITHOUT UNNECESSARILY PROLONGING THE HORSE'S SUFFERING.

If Boarder chooses to deny humane destruction in the event that Boarder or their agent cannot be reached, Boarder must initial here: _____

- E. Should the Boarder be unreachable, Boarder authorizes the party listed below to make decisions in the Boarder's place with regard to the health, well-being, and/or medical treatment of the horse:

Name: _____

Phone: _____

Alternate Phone: _____

- F. Charges incurred from veterinary expenses are the sole and exclusive responsibility of the Boarder, and should be paid directly to the veterinarian. MCE is authorized, as Boarder's agent, to arrange direct billing to Boarder for all costs of emergency veterinary care.

VIII. Risk of Loss

- A. MCE, its agents and/or employees, shall not be liable for the accident, injury, disease, theft, or death of any horse while in its custody or any other cause of action whatsoever arising out of, or connected in any way, with the boarding of the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on MCE's premises.
- B. Any and all insurance coverage for boarded horses including, but not limited to, any personal liability, accidental injury, theft, or equine mortality insurance, or for any other reason for which the horse is in the possession on the premises of MCE, is to be borne by the Boarder at Boarder's sole expense.
- C. If Boarder desires insurance coverage on Boarder, Boarder's horse, and/or Boarder's personal property, it is their responsibility to acquire and carry their own insurance policy.

IX. Hold Harmless and Release

- A. In the event that the horse causes any property damage or personal injury while boarded at MCE, the Boarder agrees to hold MCE harmless from any and all liability, which may occur as a consequence, and agrees to pay for any and all damages to MCE property.
- B. Boarder holds harmless MCE, and its agents, employees, and representatives from any and all losses or damages to him/her self, family members, friends, and associates resulting from the boarding of his/her horses at MCE.
- C. A Release and Hold Harmless Agreement is available on the MCE Web site as well as in paper form outside the Barn Office and will be required to be signed by each Boarder and each visitor, guest or invitee of each Boarder. Boarder further represents to MCE that this agreement is being made voluntarily. Boarder agrees that it is solely their responsibility to have any and all visitors, guests and invitees sign and witness a Hold Harmless Agreement and if the visitor, guest or invitee is a minor (under the age of eighteen years) the individual must have this Release and Hold Harmless Agreement signed by the minor's parent or legal guardian prior to using and being around any horse(s). Boarder further acknowledges and understands that this Release shall remain valid until it is revoked in writing by the MCE management.

- D. In the event a visitor, guest or invitee of the Boarder refuses to sign a Release and Hold Harmless Agreement, said visitor, guest or invitee of Boarder will not be permitted on MCE's property.
- E. Boarder acknowledges that unpredictability of horses poses a danger to children, and other people who are not used to being around horses. Boarder is solely responsible for all actions and consequences caused by their invited guests, visitors and children.
- F. Boarder also acknowledges and understands that MCE may provide a horse and equipment for Boarder's use. If so, Boarder hereby accepts any such horse and/or equipment "as is" and with all faults. In addition, Boarder acknowledges and understands that Boarder may be riding horses off of MCE's property and that MCE shall not be responsible for conditions off of MCE's property.

X. Limitation of Action

- A. Any action or claim brought by Boarder against MCE for breach of this agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

XI. Termination of Boarding Contract

- A. This contract shall remain in force until it is terminated by either party upon thirty day's written notice. However, if MCE deems any horse dangerous, at MCE's sole discretion, Boarder shall remove any such horse at Boarder's expense immediately upon notification of such condition.
- B. The terms and provisions contained in this contract shall apply until the horse leaves the care of MCE.
- C. Boarder agrees to promptly remove any and all horses and personal properties upon the conclusion of this contract.
- D. Boarder hereby acknowledges and understands that under Ohio Revised Code Section 1311.48 in the event of nonpayment, the horse will be held as collateral, continuing to incur board and care charges for 60 days from the date determined to be delinquent. If at the end of 60 days, restitution has not been made, MCE has the Boarder's permission to sell or otherwise dispose of the horse. Boarder agrees to pay all expenses of such sale or disposal.
 - i. In the event MCE exercises MCE's lien rights for non-payment, this agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by MCE's representatives setting forth the material facts of the default and foreclosure as well as MCE's compliance with foreclosure procedures as required by law.
 - ii. In the event collection of this account is turned over to an attorney to assist in the collection of any sum owed, the Boarder agrees to pay all attorney fees, litigation expenses, court costs, and any other related expenses for which a minimum charge of two hundred fifty (\$250) dollars will be assessed. Any legal action taken by or against MCE shall be filed in the jurisdiction of the Clark County, Ohio court system.
- E. Failure to comply with MCE's Barn Rules or a breach of any part of this boarding agreement will result in a ten (10) day written termination notice of the boarding contract.
- F. MCE reserves the right to terminate Boarder's contract on the basis of negligence, abuse, behavior unbecoming, etc. that causes undue harm, pain, or other negative consequences to horses, MCE's clients and/or staff.

This contract constitutes the complete and final agreement of the parties, and all prior agreements and representations are merged herein. This Agreement cannot be assigned by the Boarder without the expressed written consent of MCE.

Signatures below indicate the acceptance and compliance of the terms and conditions of this boarding contract and the attached MCE Barn Rules and represents the full and final boarding contract between the parties. The Boarder acknowledges that he/she has examined the premises and his/her signature below acknowledges that the premises are in good and satisfactory order and repair.

THIS AGREEMENT IS SUBJECT to the laws of the State of Ohio. This Agreement shall be binding upon Boarder, its successors, assigns, guess and invitees and upon MCE, its successors and assigns.

Boarder Signature: _____

Date: _____

Boarder Printed Name: _____

Mill Creek Equestrian: _____

Date: _____

Nicole M Taylor
Owner of Mill Creek Equestrian