



# Pinewood Stable

## Boarding Contract

THIS AGREEMENT, dated \_\_\_\_\_, is by and between Pinewood Stable and \_\_\_\_\_, owner of the horse(s) described in attached addendum, hereinafter referred to as "Owner."

**1. Term.** This contract is for the boarding and keep of the horse(s) described in the attached addendum and use of the property by Owner for that purpose. This is an annual contract and rates are based on an annual usage. In the event the subject horse is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of return. Pinewood Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Pinewood Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

**2. Fees.** The monthly charge for the boarding of each horse shall be the sum of \$ 250.00 per month, paid by Owner on or before the 5<sup>th</sup> day of each month. Owner will receive an Invoice for services, which are payable by cash, check, credit cards and PayPal at [PinewoodStableHorses@gmail.com](mailto:PinewoodStableHorses@gmail.com). A fee of \$25.00 will be applied to each returned check and checks will no longer be accepted as a form of payment on that account. In the event payment is not received by the 5<sup>th</sup> day of the month, Pinewood Stable will charge a \$20.00 late fee unless other arrangements are agreed upon between Owner and Stable. A security deposit of One Month's Board, shall be paid at the time of signing this Contract. The security deposit, minus any charges due to Pinewood Stable, shall be refunded to Owner within thirty (30) days of the date of termination of this Contract. No horse shall be released or leave Pinewood Stable property until the complete bill for charges has been paid in full.

**3. Description of Horse(s) to be Boarded.** Owner agrees to submit a fully completed "Description of Horse to be Boarded" for every horse boarded, upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner. Owner warrants that the horse is free from communicable diseases, sound and healthy.

**4. Feed, Facilities, and Services.** Pinewood Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Pinewood Stable will provide pasture, and/or hay and oats, as may be required, and provide free choice salt and minerals. The Owner shall provide other nutritional and medication requirements at the Owner's expense. Other services to be provided herein and the charges therefore are as posted at Pinewood and are subject to change at Pinewood Stable's discretion. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. Further, it is agreed and understood that any damage caused by owner or his/her horse whether to stalls, fences, farm property, people or property either owned by Pinewood Stable or boarders, visitors, etc. is the sole responsibility of the Owner and Owner must pay all related expenses that result from damage.

**5. Risk of Loss and Standard of Care.** DURING THE TIME THAT THE HORSE IS IN CUSTODY OF PINEWOOD STABLE, PINEWOOD STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF THE HORSE, EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF PINEWOOD STABLE, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Pinewood Stable's premises.

The Owner fully understands that Pinewood Stable does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of pinewood Stable are to be borne by the Owner. Pinewood Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO PINEWOOD STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

**6. Hold Harmless.** Owner agrees to hold Pinewood Stable harmless from any and all claims arising from damage or injury caused by Owner's horse to anyone, and defend Pinewood Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse boarded with Pinewood Stable.

**7. Emergency Care.** Pinewood Stable agrees to attempt to contact Owner should the stable feel that medical treatment is needed for the horse, however, if Pinewood Stable is unable to contact Owner, the stable is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of the horse. All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Pinewood Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

PINEWOOD STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS PINEWOOD STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE IS NOT A SURGICAL CANDIDATE.

Owner agrees to notify Pinewood Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify the stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

**8. Limitation of Actions.** Any action or claim brought by Owner against Pinewood Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**9. Shoeing, Vaccinations and Worming.** Owner agrees to provide the necessary shoeing, vaccinations and worming of the horse as is reasonably necessary, at Owner's expense. Owner agrees to provide

Pinewood Stable with all health records with regard to the horse. Owner agrees to have the horse vaccinated and wormed on a regular schedule consistent with the rotational schedule of the stable. In the event vaccinations and worming are not accomplished with proof of same presented to Pinewood Stable within thirty (30) days from the date of such services or veterinary treatment, Pinewood Stable is authorized to arrange for such treatment, but is not obligated to do so. Such expense shall be the obligation of Owner, and upon presentation by Pinewood Stable of the bill for such services rendered, including service charges. Any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

**10. Ownership-Coggins Test and Health Certificate.** Owner warrants that he/she owns the horse and will provide proof satisfactory to Pinewood Stable of the negative Coggins test upon request. A copy of original Coggins Papers must be provided to the stable. All out of state horses must be accompanied with a current health certificate.

**11. Changes or Termination of This Agreement.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place at Pinewood Stable shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by stable. Upon renewal, all rate changes will apply.

**12. Rules and Regulations.** The Owner agrees to abide by all the rules and regulations of Pinewood Stable and has received a copy of them. Initials In the event someone other than the Owner shall call for the horse, such person shall have written authority signed by the Owner to obtain said horse.

**13. Right of Lien.** The Owner is put on notice that Pinewood Stable has a right of lien as set forth in the laws of the State of Minnesota, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain the horse until the amount of said indebtedness is discharged. In the event Pinewood Stable exercises the stable's lien rights as above-described 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 the horse upon affidavit by Pinewood Stable's representatives setting forth the material facts of the default and foreclosure as well as the stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses.

**14. Property in Storage on Stable's Premises.** Owner may store certain tack and equipment on the premises of Pinewood Stable at no additional charge to Owner. However, Pinewood Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at the stable as same is stored at the Owner's risk. Pinewood Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

**15. Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant

to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

**Warning-Under Minnesota 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. Minn. Stat. § 604A.12**

**16. Entire Agreement.** This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Minnesota, and shall be enforced and interpreted in accordance with the laws of this State.

**17. Enforceability of Contract.** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

**OWNER (OR AUTHORIZED AGENT)**

**PINEWOOD STABLE**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Pinewood Stable  
44860 Golf Course Road  
St. Peter, MN 56082

\_\_\_\_\_  
Address

(507) 934-7932

\_\_\_\_\_  
City/State/Zip Code

Home Telephone \_\_\_\_\_

Work Telephone \_\_\_\_\_

Pager: \_\_\_\_\_

Cellular: \_\_\_\_\_

**Emergency Contact**

\_\_\_\_\_  
Name

Home Telephone \_\_\_\_\_

Work Telephone \_\_\_\_\_