

BOARDING AGREEMENT

THIS MASTER AGREEMENT dated _____, by and between the following:

PEACEFUL BAY STABLES, LLC, a Montana limited liability company, located at 150 Conrad Point Road, Lakeside MT 59922; hereinafter referred to as "Stable."

And

Customer Name & Address:

Name: -----

Address: -----

Phone: -----

Email: -----

hereinafter referred to as "Customer."

AGREEMENT:

1. **Rates/Fees.** Customer has been provided a copy of Stable’s Rate and Fee Schedule and agrees to the terms thereof. Customer understands and acknowledges that the Rate and Fee Schedule is periodically updated and Customer will be subject to the rates in effect at the time the services are provided.

2. **Riding Lessons.** If Customer intends to take riding lessons at Stable’s facility, Customer understands and acknowledges that the trainers at Stable’s facility are independent contractors and that Customer must contract directly with the trainers for lessons, all trainers must have waiver and training agreement with PBS prior to lessons.

3. **Horse Rental.** If Customer intends to rent one of Stable’s lesson horses for the purpose of taking riding lessons or for any other purpose, Customer agrees to pay for the use of the horse at the rates set forth on the then current Rate and Fee Schedule.

4. **Stable Rules.** Customer hereby acknowledges receipt and understanding of the current Stable Rules, which are hereby incorporated by reference in full, as if fully set forth herein. Customer agrees that Customer and his or her guests will be bound and abide by the Rules. Customer acknowledges that the Stable Rules include but are not limited to:

- a. Safety rules;
- b. Hours of operation;
- c. Statement of applicable state equine liability laws; and
- d. Required veterinary care.

Stable may revise or update the Stable Rules from time to time and Customer agrees that any revised Rules shall have the same force and effect as the current Rules. Failure of Customer or Customer's guests and invitees to abide by the Rules may result in Stable declaring Customer in default hereunder and upon written notice of default being provided to Customer, termination of stabling.

5. **Indemnification.** Customer agrees to indemnify and hold Stable harmless from any and all actions, causes of action, claims, demands, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expert witness fees, on account of or in any way arising out of Customer's boarding of horses, the riding of horses at Stable's facility, or obtaining horse riding lessons at Stable's facility, or any injury or damage caused by Customer or as a result of Customer's actions or failure to act.

BOARDING

1. **Boarding and Term.** Stable agrees to board _____ horse(s) described herein on a month to month basis commencing _____ .

2. **Fees.**

(a) Customer shall pay Stable for services as follows:

Horse #1: \$ _____ per month for _____ type of board

Horse #2: \$ _____ per month for _____ type of board

(b) For a total of \$ _____ per month which shall be paid in advance on the first day of each month. A partial month's boarding shall be paid on a prorated basis based on the number of days boarded.

(c) Customer may pay via EFT to qualify for a five percent (5%) discount. Such payment discount is not valid on pro-rated payments or one-half (½) leases. Customers making payment later than the fifth (5th) day of the month shall be subject to a \$25 late payment penalty.

(d) Customer agrees to give Stable 30 day notice of termination of this Boarding Agreement, if notice is not given within the said timeframe, a full month of board will be due on the first of the following month

3. **Description of Horse(s).**

Horse #1:

Name: _____
Own or Lease this horse (circle): Own Lease
Horse owner (if other than self) _____ Phone: _____
Color: _____
Breed: _____
Age: _____
Sex: _____
Registration/Tattoo Number: _____
Horse Farrier: _____ Phone: _____
Veterinarian: _____ Phone: _____
Insurance on File: _____

Horse #2:

Name: _____
Own or Lease this horse (circle): Own Lease
Horse owner (if other than self) _____ Phone: _____
Color: _____
Breed: _____
Age: _____
Sex: _____
Registration/Tattoo Number: _____
Horse Farrier: _____ Phone: _____
Veterinarian: _____ Phone: _____
Insurance on File: _____

4. **Feed and Facilities.** Stable agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse(s):

5. **Ownership.** Customer represents and warrants that Customer owns said horse(s) and that there are no liens against said horse(s). Alternatively, Customer has disclosed to Stable that Customer is leasing the horse(s) and has the right to board the horse(s) at Stable's facility. The actual owner of the horse(s) shall execute this Agreement.

6. **Vaccinations and Coggins Test.** Customer shall provide Stable proof of a negative Coggins test and current vaccinations for said horse(s) prior to delivery to Stable. The Vaccinations and Coggins test shall be dated within twelve (12) months prior to the date of delivery.

7. **Regularly Scheduled and Mandatory Veterinary Services.** Stable shall have a veterinarian provide all stabled horses annual exams, teeth floating, and vaccinations. Worming shall be provided semi-annually. Customer shall be responsible for and pay for such veterinary services when invoiced. If Customer chooses to use their own veterinarian for such services, Customer shall provide Stable written notice of such decision and shall provide Stable written proof of vaccinations and worming within four (4) days of the date Stable has its semi-annual and annual services performed.
8. **Other Veterinary Services.** Should a stabled horse require the services of a veterinarian for service other than those enumerated above in Item #7, above, Customer is solely responsible for engaging and paying the veterinarian.
9. **Emergency Care.** Stable shall attempt to contact Customer at the telephone number and/or e-mail address listed below in the event of an emergency or medical event requiring urgent care. In the event Stable is unable to contact Customer within a reasonable time, which time frame shall be determined solely by Stable in Stable's sole discretion, Stable is hereby directed and authorized to obtain veterinary care for the horse by a provider selected by Stable, as required for the health and well-being of the horse. The cost of such care shall be the sole responsibility of Customer and is immediately due and payable.
10. **Miscellaneous Equine Services.** Customer is responsible for providing or obtaining exercise, grooming, and farrier services for Customer's horse(s). Stable does not provide such services.
11. **Insurance.** Customer understands and acknowledges that Stable will not carry insurance on Customer's horse(s) (i.e. injury, theft, equine mortality) and that carrying such insurance is Customer's sole responsibility. All risks of boarding the horse(s) at Stable are assumed by Customer.
12. **Risk of Loss.** Stable shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the boarded horse(s). Customer understands and acknowledges that Stable does not carry any insurance on any horse not owned by Stable, and that all risks of boarding said horse(s) are to be borne by Customer.
14. **Indemnification.** Customer agrees to indemnify and hold Stable harmless from any and all actions, causes of action, claims, demands, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expert witness fees, on account of or in any way arising out of the boarding of said horse(s) or any injury or damage caused by or to said horse(s).
15. **Right of Lien and Sale.** Upon the failure of Customer to pay any amount due hereunder within thirty (30) days of when due, Stable is hereby granted a security interest in the horse(s) and may file a lien upon the horse(s) pursuant to the laws of the State of Montana. Such lien may be foreclosed upon and the horse(s) sold by Stable pursuant to the laws of the State of Montana to recover any sums due Stable.
16. **Actual Owner's Acknowledgement and Agreement.** If Customer is not the actual owner of the horse(s) boarded pursuant to this Agreement the actual owner of the horse(s) shall sign this Agreement and by doing so, consents to the provisions above relating to insurance, veterinary care and rights of lien and sale.
17. **Guests and Visitors.** If Customer brings family, guests, visitors or observers, such persons shall check in at Stable's offices and sign the form entitled Liability Waiver.

MISCELLANEOUS

1. **Notice.** Any notice (except emergency notice) to be given under this Agreement shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the addresses of the party set forth below:

If to Stable	<u>(mailing address):</u> Peaceful Bay Stables PO Box 1054 Lakeside MT 59922 (406) 250-7813 Peacefulbaystables@gmail.com	<u>(physical address):</u> Peaceful Bay Stables 150 Conrad Point Rd Lakeside, MT 59922
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If to Customer: (address listed on page 1)

A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

2. **Dispute Resolution.** The parties mutually agree that in the event of any disputes, claims, questions, or disagreements arising out of or relating to this Agreement, or the breach of this Agreement, they shall first attempt in good faith to resolve the same through mediation before a mutually acceptable mediator. If the parties cannot resolve their disputes, claims, questions or disagreements through mediation or cannot mutually agree to the appointment of a mediator within 60 days, the parties agree to thereafter submit same to binding arbitration pursuant to the Montana Uniform Arbitration Act, Section 27-5-111 through 324, MCA. In the event of binding arbitration, Stable shall appoint an arbitrator, Customer shall appoint one arbitrator and those two arbitrators shall select the third arbitrator who shall arbitrate the dispute. If the parties' two arbitrators cannot agree on the appointment of the third arbitrator, either party may petition the Eleventh Judicial District Court of Flathead County, Montana for the appointment of the third arbitrator. Judgment upon the arbitration award by the third arbitrator may be entered by the Eleventh Judicial District Court.

3. **Attorney Fees.** Should either party incur any costs or expenses, including reasonable attorneys' fees, in enforcing any of the provisions of this Agreement, then the other or unsuccessful party shall reimburse the prevailing party upon demand.

4. **Time.** Time shall be of the essence of this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings and written agreements. This Agreement shall not be modified, amended or changed in any respect except by written documents signed by all parties hereto.

6. **Interpretation.** If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Montana and shall be governed by the laws of the State of Montana.

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PEACEFUL BAY STABLES, LLC
"Stable"

"Customer"

By: _____
Its: _____

Signature of Customer

Printed Name of Customer

If the horse(s) are not owned by Customer, the actual owner of the horse(s) hereby agrees to allow the horse(s) to be boarded at Stable and all of the provisions above.

"HORSE Owner"

Signature of Horse Owner

Printed Name of Horse Owner