

SANCTUARY

AT HAPPY'S DREAM RANCH

Equine Rest, Rehab, and Retirement

This agreement, for good and valuable consideration, receipt of which is hereby acknowledged, dated the _____ day of _____, 200__, made by and between Happy's Dream Ranch, hereinafter referred to as "STABLE" and (Owner's name) _____, residing at (Owners address) _____, hereinafter referred to as "OWNER". These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS and LOCATION

In consideration of _____ per horse per month paid by OWNER in advance on the first of each month, STABLE agrees to board the herein described horse(s) on a month-to-month bases commencing _____, 200__. Partial month boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30-day month.

Late Fees: Boarding fees received after the 5th day of the current month due will be subject to a late fee of \$15.00. Fees received after the 10th of the current month due will be subject to a late fee of \$50.00

2. DESCRIPTION OF HORSE(S):

Name: _____

Breed: _____

Age: _____

Color: _____

Registration/Tattoo: _____

Sex: _____

Insurance Carrier/Policy/Phone Number:

Current Veterinarian: _____

3. 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):

- Horse(s) will be fed alfalfa, grass or grass mix hay three times daily, based on OWNER'S choice.
- Horse(s) will be fed OWNER supplied supplements such as vitamins, grain, etc. at no additional charge.
- Horse(s) will be administered OWNER supplied simple medications for an additional charge.

4. ROUTINE CARE, FARRIER AND VETERINARY SERVICES

The STABLE policy asks that OWNER remove horse's shoes prior to arrival to STABLE, unless medically required to prevent lameness. Horses turned out in a group must have their back shoes removed.

STABLE agrees to organize and assist in providing the following services, in addition to normal and reasonable care and handling, to maintain the health and well being of the horse(s). Items provided at an additional charge to OWNER:

- Routine farrier care.
- Routine worming.
- Routine seasonal application of OWNER provided blanket(s) and fly masks.
- Routine administration of semi-annual vaccines.

Upon arrival of horse(s) to STABLE, proof of current tetanus, sleeping sickness and influenza vaccination is required.

Upon arrival of horse(s) to STABLE, a current negative Coggins test is required. OWNER authorizes STABLE to act as agent for OWNER for the purpose of providing routine farrier and veterinary care as listed above.

5. EMERGENCY CARE

STABLE agrees to attempt to contact the OWNER at the following emergency telephone(s),

_____ should STABLE feel that medical treatment is needed for said horse(s), provided however, that in the event the STABLE is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER received notice thereof. OWNER agrees to reimburse STABLE for the full amount.

NAME, ADDRESS, POLICY NUMBER AND PHONE NUMBER OF INSURANCE
COMPANY _____

6. RISK OF LOSS

During the time that the horse(s) is/are in the custody of STABLE, STABLE shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE'S premises. OWNER fully understands and hereby acknowledges that STABLE does *not* carry any insurance on any horse(s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that *all* risks related to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, *are to be born by OWNER*.

7. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including, but not limited to, legal fees and/or expenses incurred by STABLE in defense of such claims.

8. STABLE RULES

OWNER hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his/her guests and invitees according to these Rules. OWNER acknowledges the Rules include, but are not limited to:

- STABLE Safety Rules
- STABLE Hours of Operation
- STABLE is not a Riding Stable
- Statement of Applicable State Equine Liability Laws

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE'S sole discretion, of OWNER or OWNER'S guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

9. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. In the case a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

10. ASSIGNMENT

This AGREEMENT may *not* be assigned by OWNER without the express written consent of STABLE.

11. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days' notice shall be given to STABLE as to the termination of this AGREEMENT.

12. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Arizona for any amount due for the board and keeping of horse(s) and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse(s) after two months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss.

13. SPECIAL INSTRUCTIONS TO STABLE

**ALL APPLICANTS MUST SIGN BELOW AFTER READING THIS
ENTIRE DOCUMENT:**

SIGNER STATEMENT OF AWARENESS

I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/We further attest that all facts relating to the applicant's statements are true and accurate.

This AGREEMENT is subject to the laws of the State of Arizona.

Executed by: _____
Happy's Dream Ranch

Executed By: _____
Owner's signature

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ ZIP _____

Day Phone: _____ Evening Phone: _____

Cell Phone: _____ Email: _____

the life your horse dreams about ...