

## JSL EQUESTRIAN BOARDING & TRAINING CONTRACT

This Boarding & Training Contract is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between JSL Equestrian LLC (hereinafter referred to as "Stable"), and \_\_\_\_\_ ("Owner", and if Owner is a minor, Owner's parent or guardian). Stable shall accept Owner's horse for boarding, and Owner shall board its horse with Stable operating out of *Harvest Hill Farm located at 20603 County Road 50, Corcoran MN 55340.*

In consideration of the mutual promises contained herein, the Stable and Owner mutually agree as follows:

1. Stable shall accept Owner's horse for boarding & training. Board shall include stall(s), grain and hay for feed, water, bedding, and turnout as determined by Stable to be necessary for the general health, maintenance, and well-being of the horse. Stable may, at its discretion, provide additional services such as holding the horse for the farrier or veterinarian, providing fans, blanketing, grain, feed supplements, or other reasonable services and supplies at Owner's request. The costs for all such additional services and supplies shall be borne and promptly paid by Owner upon receipt of billing for the same. Owner is responsible for providing any additional desired supplements or any other feed for horse, which will then be given by Stable, as directed in writing by Owner.

2. The horse (hereinafter referred to as "Horse") is described as follows:

Show Name: _____	Breed: _____
Barn Name: _____	Registration/Tattoo _____
Age: _____	USEF #: _____
Color: _____	Owner USEF #: _____
Sex: _____	

3. Disclosure of information regarding horse to be boarded at Stable:

- a) Current Insurance: \_\_\_\_\_
- b) Policy Number: \_\_\_\_\_

- c) Insurance Emergency Phone No.: \_\_\_\_\_
- d) Disclosure of horse's vices, habits, demeanor, or needs:  
\_\_\_\_\_  
\_\_\_\_\_
- e) Any past or present physical or mental health issues of Horse:  
\_\_\_\_\_  
\_\_\_\_\_
- f) Farrier: \_\_\_\_\_ No: \_\_\_\_\_
- g) Veterinarian: \_\_\_\_\_ No.: \_\_\_\_\_
- h) In case of emergency, contact: \_\_\_\_\_
- i) Other pertinent information:  
\_\_\_\_\_

4.The Owner is responsible for maintaining the health and grooming of Horse, including, but not limited to, veterinary and farrier care and maintenance of Horse's equipment and tack.

5.Owner shall pay Stable for the boarding & training services listed above due on the first of every month, and timely payments are both appreciated and expected.

Board & Training Fee:

Board + up to 5 Pro rides or Lessons per week \$2000

Trainer's Duties: Trainer shall train, feed and care for horse, in a manner consistent with accepted equine practices. Trainer has the discretion to decide what method/style of training and equipment is appropriate, based on the specific horse and intentions of the Owner.

A deposit of \$0 shall be paid prior to bringing the horse to Stable. The deposit is nonrefundable and shall be applied to the board for the first month during which the horse is boarded at the Stable. Stable, upon thirty (30) days written notice to Owner, may raise the boarding service fees and any other applicable fees.

6.A late fee of \$15 shall be charged on payments received more than ten (10) days past due, and a finance charge as allowed by law shall be charged on all accounts more than thirty (30) days past due. If payment is overdue by ninety (90) days, Stable shall be entitled to a lien against Horse for the amount owed plus

reasonable attorneys' fees and collection costs and shall also be entitled to enforce this lien in accordance with Minnesota law. Horse shall not be removed from the Stable if there are any boarding charges which are thirty (30) days past due. Stable shall be entitled to a judgment against Owner for any amounts owed by Owner to Stable plus attorneys' fees and collection costs arising from Owner's breach of this Boarding Contract.

7. Owner represents and warrants to Stable that it has the full right and authority to enter this Agreement and incur liens on Horse. Owner shall notify Stable of all liens and encumbrances in effect regarding Horse at the time of this Agreement and shall immediately notify Stable of all liens, encumbrances, or the sale or conveyance of any interest in Horse that take effect at any time during this Agreement. Notwithstanding any lien, encumbrance, sale, or conveyance, Owner shall remain fully bound by the terms of this Agreement unless otherwise indicated in writing signed by both parties.

8. Owner shall follow the "barn rules" attached or posted at the barn and incorporated herein. Stable may update or change any rules at any time by distributing a new written list of rules.

9. Owner shall be responsible for providing a current negative equine infectious anemia ("*Coggin's*") test and a veterinarian's certificate demonstrating up-to-date health, worming, and immunization information for Horse. Stable reserves the right to refuse, or to quarantine on or off Stable's premises, Horse for health reasons. Owner shall maintain the health of its horse with regular veterinary and farrier care. In the event of sickness, accident, or illness to Horse, Stable reserves the right to contact owner, and if owner cannot be reached, contact a veterinarian, farrier, or other veterinary medical service provider, and invoice Owner for same. Owner provides permission for the service provider to supply emergency care and shall be responsible for timely payment for all such expenses incurred.

10. It is the responsibility of Owner to carry liability and property insurance, including, but not limited to, mortality and major surgical, on Owner, Owner's horse, and Owner's personal property. If Horse is not presently insured, Owner shall immediately notify Stable in writing of insurance coverage for Horse if such is later obtained. If Owner fails to provide insurance information in writing, Stable shall be entitled to assume Horse is uninsured. Owner shall provide Stable with

specific instructions regarding actions to be taken to ensure compliance with Horse's insurance policy. Owner shall indemnify and hold harmless Stable and its agents, directors, officers, and employees for any and all claims arising from or in any way relating to the death, sickness, accident, or injury to Owner, Horse, or Owner's personal property resulting from Stable's negligence or an act of God, including but not limited to, fire, flood, and lightning.

11.Owner is responsible for the actions of his/her guests at Stable. **NO ONE, INCLUDING OWNER, MAY RIDE OR ENGAGE IN ACTIVITIES AT STABLE WITHOUT PRIOR EXECUTION OF A RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT APPROVED BY STABLE.**

12.Owner shall indemnify, defend, and hold Stable and its agents, directors, officers, and employees harmless from and against any and all claims that arise from or are in any way related to any sickness, disease, death, or injury to person or property caused by Horse, Owner, or Owner's guests arising from Owner's or Stable's negligence.

13.Owner shall reimburse Stable for any damage done to Stable facilities, horses, or individuals which is beyond the normal wear and tear associated with the care of horses. The charges and allocations for such damage shall be within the discretion of Stable but shall not exceed the actual costs to Stable.

14.Either party may terminate this agreement by giving thirty (30) days written notice on the first of any month. Board is due for the entire thirty (30) day period regardless of whether Owner chooses to remove his/her Horse prior to the expiration of the thirty (30) days. If Owner's Horse is deemed dangerous, undesirable, or contagious, or if Owner shall fail to follow Stable rules, Stable may immediately terminate this agreement and Owner shall remove the horse from Stable's property within a time frame to be determined by the Stable. Owner shall be responsible for removal costs and board at new location of Horse.

15.Should the Owner breach this agreement, Stable shall be entitled to its reasonable attorneys' fees and costs in addition to actual damage incurred. This agreement shall be interpreted, construed, and applied under Minnesota law. If any provision of this agreement is held legally unenforceable, the remainder of the agreement shall remain valid and enforceable.

16. This agreement constitutes the entire final agreement between Owner and Stable and supersedes any written or oral agreements, understandings, or writings. The agreement may only be amended by written agreement signed by both parties. However, Stable may amend its own Rules of Conduct at its sole discretion.

By Signing below, Stable and Owner agree that they have completely read, understand, and assent to the terms stated above and within this agreement and that Owner has inspected Stable's premises and is satisfied that it is acceptable for boarding his/her Horse per this agreement.

X \_\_\_\_\_

X \_\_\_\_\_

Owner/Lessor/Lessee

Date

\_\_\_\_\_  
\_\_\_\_\_

Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

X \_\_\_\_\_

JSL Equestrian LLC

Date

\_\_\_\_\_  
\_\_\_\_\_

Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

<b>RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT</b>
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This Release of Liability and Hold Harmless Agreement ("Agreement"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between JSL Equestrian, LLC and its members, officers, directors, agents, employees, volunteers, and any other person or entity acting on its behalf (hereinafter referred to collectively as "Owner") and the person(s) executing this document (hereinafter referred to as "Client").

**CLIENT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN BEING ON OR AROUND HORSES. THOSE RISKS INCLUDE SERIOUS BODILY INJURY AND DEATH. CLIENT UNDERSTANDS THAT THESE RISKS ARISE FROM THE FACT THAT ANY HORSE MAY ACT UNPREDICTABLY AND THAT ALL HORSES ARE CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS. CLIENT APPRECIATES THAT ALL HORSES ARE EASILY FRIGHTENED BY SOUND, MOVEMENT, UNFAMILIAR OBJECTS, ODORS, PERSONS, OTHER ANIMALS, NATURAL HAZARDS, AND ARTIFICIAL CONDITIONS AMONG OTHER THINGS AND MAY RUN, BOLT, BITE, BUCK, OR KICK WITH NO WARNING AS A RESULT. CLIENT UNDERSTANDS THAT SERIOUS BODILY INJURY, PROPERTY DAMAGE, OR DEATH MAY RESULT WHILE PETTING, FEEDING, WATERING, BRUSHING, TACKING, SADDLING, MOUNTING, DISMOUNTING, SHOEING, VETTING, RIDING, OR OTHERWISE BEING ON OR AROUND ANY HORSE.**

**BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT HE/SHE IS AWARE OF THE INHERENT RISKS OF BEING ON OR AROUND HORSES, APPRECIATES THAT THESE RISKS INCLUDE SERIOUS BODILY INJURY, PROPERTY DAMAGE, AND DEATH, BUT VOLUNTARILY CHOOSES TO ENCOUNTER THESE RISKS ANYWAY THEREBY ASSUMING ALL RESPONSIBILITY FOR ANY INJURY, DAMAGE, OR DEATH CAUSED TO CLIENT AS A RESULT OF BEING ON OR AROUND HORSES.**

In consideration for Owner's equine services and participating in – or observation of - its equine activities including but not limited to horse boarding, riding, and trail riding, Client hereby releases, waives, and forever discharges Owner of all actions of whatever kind arising from bodily injury, death, or property damage which relate in any way to Owner's equine related services and activities so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Owner (*i.e.* Client releases Owner from liability for damages caused by Owner's negligent acts or omissions only). Client further agrees to indemnify Owner for, and hold Owner harmless from, all judgments, claims, demands, attorney fees, and costs arising from any such action.

This release is given on behalf of Client, Client's spouse, Client's legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Client's, on behalf of them, their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release that does not expire and remains in effect until Client has revoked it in a writing provided to Owner.

**CLIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS RELEASE, UNDERSTANDS THAT HE/SHE IS KNOWINGLY AND VOLUNTARILY ASSUMING ALL RISKS ASSOCIATED WITH BEING ON OR AROUND HORSES INCLUDING SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE, AND RELEASES OWNER FROM ALL LIABILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM OWNER'S NEGLIGENCE AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM THE SAME.**

Client Signature

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Printed Name

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Minor/Child Name

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Address

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Phone

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Email

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Emergency Contact

Name \_\_\_\_\_

Phone \_\_\_\_\_