



DOU" B"LE J FARM



1233 County Road 46
Moundville, AL 35474

BOARDING AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Dou" B"le J Farm, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 1233 County Road 46, Moundville, Alabama and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER" of the horse described on the Owner Information Sheet. These parties warrant that they have the right to enter into this AGREEMENT.

_____/_____ Owner represents that (1) he/she is the sole owner of the horse described on the Owner Information Sheet and has full power and authority to enter in the Agreement, or (2) he/she is the sole lessee of the horses described on the Owner Information Sheet and has permission from the horse's actual owner to enter into this Agreement and has both the power and authority to do so. If the horse is leased, the horse's actual owner is _____ (if the horse is not leased, write "not applicable.") The term "Owner" in this Agreement shall refer to the person(s) indicated on the Owner's signature of this Agreement and, if the horse is leased, jointly to the person indicated in this paragraph s the horse's actual owner.

Upon arrival a current negative Coggins test and immunization record is required for all horses.

1. FEES, TERMS AND LOCATION

_____/_____ In consideration of \$ **600.00** per horse per month paid by OWNER due upon the first day of the preceding month, STABLE agrees to board the herein described horse on a month to month basis commencing _____, 20____. In the event said payment is overdue by ten (10) days, STABLE shall be entitled to exert a lien against said horse(s), and the property upon the premises. **Your first month's boarding fee is due and payable upon the signing and delivery of this Contract.** STABLE reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in 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 with seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. The Contract shall be deemed terminated and concluded upon the payment of all fees. **Damage to any stall and or part of the barn caused by the Horse shall be reimbursed in full by Owner to the STABLE on the first day of the next calendar month after presentation of an invoice to Owner for the cost of repair of the damage. The repair reimbursement shall be treated as a charge for additional board for purposes under this Boarding Agreement, including without limitation for determination of late fees and liens for unpaid board.**

Partial month's board will be charged on a daily basis and shall be **\$ 25.00 per day** based on the number of days boarded in a standard 30 day month. Partial month's board will be due in advance of the day the partial board begins.

_____/_____ **PERMISSION TO PHOTOGRAPH: (Please Circle) YES NO**
A photograph of the front, rear, right, and left side of horse will be kept in the file with this Agreement.

_____/_____**LATE FEES:** Boarding fees paid 5 days after contract start date are subject to a late fee of \$30.00. Fees received 10 days after the contract start date will be subject to a late fee of \$40.00.

_____/_____**DEPOSIT:** A nonrefundable deposit of \$600 per horse to reserve a stall shall be paid to STABLE. The deposit will be used as the last month's board with the condition that all bills be paid in full before the removal of the horse(s) from the premise. Should this contract be terminated due to Owner's decision or STABLE's decision there must be a thirty-day written notice before horse(s) can be removed.

_____/_____**All water buckets will be cleaned by STABLE once weekly. All other cleaning of buckets will be the responsibility of the Owner.**

_____/_____**Stall assignments are up to the discretion of STABLE and can change at any time. Stalls are mucked generally in the evening. Bedding changed at the discretion of STABLE.**

_____/_____**Horse will be turned out in selected groups, weather permitting. Turn-out times and paddocks used will be decided by STABLE. Pasture assignments are subject to change without notice. Due to the nature of horses, STABLE is not liable in any way for any injuries, illness or death of horse resulting from activities during turnout.**

_____/_____**All horse must be routinely immunized and dewormed at Owner's expense as per yearly recommended veterinary schedule. All horses entering from out of state must have a current health record, immunization record, and negative Coggins within the past 6 months.**

_____/_____**The monthly charge applicable to the services as set forth below shall be \$600.00 per month or \$25.00 per day. The STABLE reserves the right to increase rates as needed. This STABLE offers full board of horse(s) only. Owner shall pay STABLE for services below:**

_____/_____**BOARD INCLUDES:**

- ACCESS TO WATER IN ONE BUCKET PER STALL FILLED TWICE DAILY
- FEED AND HAY AT LEAST TWICE PER DAY PER HORSE
- ONE STALL PER HORSE WITH MATS AND DRAINS
- USE OF OUTDOOR ROUND PEN (area may be limited to use if a special event is occurring)
- Wash rack
- HORSE HANDLING FOR EMERGENCIES
- 2 BAGS OF STALL BEDDING PER STALL
- STALL MUCKED

_____/_____**ADDITIONAL FEES:**

- _____ HANDLING FOR VET AND FARRIER = \$5 per horse extra.
- _____ HORE BIGGER THAN AVERAGE = \$5 per horse extra.
- _____ OWNER REQUESTED TURNOUT = \$2 per day per horse extra.
- _____ SPECIAL FEED = \$10.00 per horse (any feed that stable does not provide with full board)
- _____ HANDLING FEE (non-emergencies) = \$1 per horse per 20 minute increments extra.
- _____ MEDICATIONS, DRUGS, SUPPLIMENTS INCLUDING WORMER PROVIDED BY STABLE = RECEIPT OR INVOICE WILL BE PROVIDED
- _____ PAY VET AND FARRIER = RECEIPT OR INVOICE WILL BE PROVIDED

_____/_____**ADDITIONAL OPTIONS:**

- _____ STALL MUCKED TWICE PER DAY = \$1 per horse per day extra.
- _____ ADDITONAL BAGS OF STALL BEDDING PER STALL = \$6 PER BAG
- _____ HAND WALKING = \$1 per horse per 20 minute increments extra.
- _____ DAILY GROOMING = \$1 per horse per day
- _____ STALLION ACCOMODATIONS = \$5 per day extra.

2. DESCRIPTION OF HORSE(S) TO BE BOARDED

_____/_____ Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this agreement. Owner also agrees to submit copies of any and all registration papers on horse that establishes proper ownership of horse. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

_____/_____**HORSES WITH VICES:**

- Cribbing Weaving Kicking Biting Food Aggression
- Other

-Horses that are known cribbers or are later found to be cribbing will be required to be removed from STABLE at the expense of OWNER. Any horse that weaves or are later found to weave will have to be removed from STABLE at the expense of OWNER. Horses with stall vices will encourage other stalled horses to pick up this habit.

_____/_____ This STABLE reserves the right to deny boarding and services to any horse(s) for any reason, including: animal's poor heath or unsoundness; dangerous propensities, habits and/or vices which THIS STABLE is not equipped to handle; owner's refusal to obey stable rules or to cooperate with THIS STABLE on reasonable requests relative to the management, welfare and safety of animals and people on premises; and so in event of discontinuation of the business of boarding horses. THIS STABLE shall give OWNER fourteen days (14) written notice to remove boarded horse(s) from premises. After all fees have been paid in full this Agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle THIS STABLE to immediately terminate this Agreement, and to keep the horses(s) in THIS STABLE's possession until all fees and charges are paid in full.

3. AUTHORIZATION TO RELEASE HORSE(S) FROM STABLE

_____/_____ STABLE is hereby authorized to allow any and all person(s) listed below to remove horse and/or personal property of OWNER. I, the OWNER, hereby authorize and grant the below listed individuals the authority for removal of my horse(s) and/or personal property from the STABLE facility and grounds.

NAME: _____ PHONE: _____

NAME: _____ PHONE: _____

NAME: _____

PHONE: _____

STABLE shall incur no financial or legal responsibility once the horse(s) have been removed from the STABLE facilities, and grounds.

3. FEED AND FACILITIES

_____/_____/STABLE agrees to provide the following: grain, water, hay, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse. If Owner's horse is bigger than average a \$5.00 a day charge will be added to board to cover the extra grain that Owner's horse needs.

Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. Judy and Terry Johnson or the Stable Personnel will not be held responsible for lost, damaged, or stolen articles. The boarder must tidy the property owner's equipment and premises after use. All lights must be turned off prior to leaving.

_____/_____/ Owners may remove their horse from the STABLE for an extended period of time but still "reserve the horse's place" when they are absent. For any length of time less than a month, the OWNER must pay the normal amount as if the horse were present; after a month, the STABLE will still guarantee that a place will be available for the horse at the STABLE with a payment of a fee every month paid on the same schedule and terms as normal boarding fees.

Dou" B"le Farm's pastures are fenced with electric fence wire. This means if you touch you will get a shock! Please tell your guests.

The fee is \$200.00 for a stall-boarded horse. A place may only be reserved for up to three consecutive months, after which the absent horse must either return or give up its reserved place.

4. FARRIER AND VETERINARY CARE

_____/_____/ Upon arrival of any horse to STABLE documentation of current immunization status for all of the following are required: tetanus, sleeping sickness, West Nile, influenza vaccinations and current Negative Coggins certificate is required.

_____/_____/ Owner agrees to STABLES schedule for routine veterinary care and farrier services for the horse and to provide STABLE with copies of negative Coggins certificates annually. Owner agrees to accept full responsibility for veterinary care expenses and farrier expenses for the horse while at the STABLE.

_____/_____/ The STABLE will buy and administer the de-wormer for all horses as per the worming schedule listed in this Agreement. OWNER will be assessed a fee of \$1.00 plus the cost of the wormer. If the horse is difficult or dangerous to de-worm, a handling fee of up to \$25.00 may be assessed, to be paid with the following month's fees or a veterinarian may be contacted to de-worm the horse under tranquilizer with the cost assessed to the OWNER.

_____/_____/ If an individual veterinary or any farrier appointment is scheduled, the OWNER must contact the STABLE and inform the STABLE of the appointment. OWNER must make prior arrangements with the STABLE to be present at a fee estimated to be between \$5.00 to \$20.00 depending on the extent of the care and handling necessary, to be paid with the following month's fees. If no prior arrangements have been made, the veterinarian or farrier

will be turned away without servicing the horse; in this case the OWNER will still be responsible for all fees incurred. The above fee is in addition to the veterinarian's call charge.

5. RISK OF LOSS

_____/_____ During the time that the horse is/are in the custody of STABLE, Judy and Terry Johnson, the STABLE, its members, agents, servants, employees, clinicians, instructors, independent contractors or any other personnel (collectively, the "Stable Personnel") shall not be liable for any damaged caused by or to the horse such as but not limited to the following: sickness, disease, theft, death or injury which may be suffered by the horse. Kicking or biting a person or animal, loss by fire, theft, escape or injuries to person or property while on or off the STABLE premises, even if due in whole or part to Judy and Terry Johnson or the Stable Personnel negligence. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be borne by OWNER.

6. HOLD HARMLESS

_____/_____ OWNER agrees to hold STABLE and Stable Personnel 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.

7. RELEASE OF LIABILITY

_____/_____ The undersigned OWNER and all guests of OWNER 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. OWNER also agrees to have all guests sign a release of liability form located at STABLE.

8. EMERGENCY CARE

_____/_____ STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said horse, provided however, that in the event the STABLE is unable to so 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 blacksmith/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. The cost of such care secured shall be due and payable by OWNER to STABLE within fifteen days

from the date OWNER receives notice that emergency medical treatment was performed for said horse.

9. 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 guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to: (See Attached). 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.

_____/_____ No child under the age of ten (10) years will be allowed to retrieve or ride horses without adult supervision.

10. DEFAULT

_____/_____ Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. In the case of 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 by the tenth day of the month and 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.

11. ASSIGNMENT

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

12. NOTICE OF TERMINATION

_____/_____ OWNER agrees that a thirty-day (30) day notice shall be given to STABLE as to the termination of this AGREEMENT.

13. 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 Alabama for any amount due for the board and keep of horse, 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 after two (2) months of non-payment or partial payment and STABLE can then sell horse to recover its loss.

14. PROTECTIVE EQUESTRIAN HEADGEAR AND RELEASE AGREEMENT WARNING

_____/_____/_____, I, for myself and/or on behalf of my child or legal ward, have been warned and advised by STABLE and I do understand that not wearing protective headgear increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.

15. 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 or in later amendments signed and dated by both parties herein. This contract is made and entered into in the State of Alabama, and shall be enforced and interpreted in accordance with the laws of said State.

16. ENFORCEABILITY OF AGREEMENT

_____/_____/_____ 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.

Signed this _____ day of _____, 20 _____ by:

OWNER(S)

(Parent or Legal Guardian must sign if Owner is a Minor)

STABLE

_____/_____/_____ Owner has received a copy of this Boarding Agreement

_____/_____/_____ Lessee has received a copy of this Boarding Agreement

Boarding Facilities Overview

- Stalls are: 2 - 12 x 12 and 3 - 12 x 14 are fully matted with floor drains, full grills and solid dividers between stalls, slider doors drop pin closure, and feed doors.
- Barn isle, wash and grooming stalls fully matted with drains
- 24 x 12 tack room with mats
- 130 foot round pen

OWNER INFORMATION SHEET

OWNER:

Owner's Name: (print) _____

Address: _____

City/State/Zip: _____

e-mail address: _____

Day Phone: _____ Evening Phone: _____ Cell Phone: _____

HORSE:

Anticipated Arrival Date: _____ Anticipated Departure Date: _____

Horse's Name: _____

Age: _____ Sex: _____ Color: _____

Markings

Does Horse have any dangerous habits? _____ **If yes, describe** _____

MEDICAL HISTORY OF HORSE:

Colic: _____ Frequency: _____

Founder: _____ When: _____

Other: _____ Description: _____

Allergies, if known: _____

Date of last worming: _____ Type used: _____

VACCINATION HISTORY:

Type	Date Given

--	--

FEEDING PROGRAM:

Hay type: _____ Amount: _____ Frequency: _____

Grain type(s): _____ Amount: _____ Frequency: _____

Pellets: _____ Amount: _____ Frequency: _____

Supplements: _____ Amount: _____ Frequency: _____

Known allergies to feeds: _____

Special Care Requirements: _____

Emergency Contact Information (if owner cannot be reached)

Name: _____ Phone: _____

Street/State/Zip: _____

Is Horse insured? : _____ Insurance Carrier: _____

Policy #: _____ Carrier's Address: _____

Insurance contact for emergencies and phone number: _____

This Horse ___ IS or ___ IS NOT considered a surgical candidate in the event of serious illness or injury.

Owner's Initials _____

Owner's Signature: _____ Date: _____

STABLE:

Stable Name: _____

Address: _____

City/ State/ Zip: _____

Phone (Day): _____ Phone (Evening): _____

Stable's Authorized Signature: _____



Welcome to Dou" data-bbox="348 178 697 198"/>

Please Be Familiar with Our Safety & Barn Rules for Boarders, Visitors, & Riders

Note: Dou" data-bbox="84 255 896 297"/>

Enjoy looking, but please do not pet or feed or come close to the horses. Their teeth are extremely powerful and can remove a finger or cause serious damage in an instant.

No one is allowed to ride at Dou" data-bbox="84 371 889 390"/>

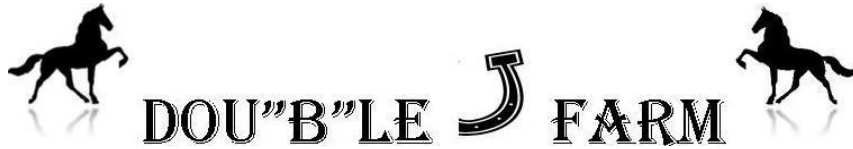
To help assure your enjoyment and safety, we ask that you observe the following guidelines at all times:

1. Please do not go into the barn or pastures unless specifically directed.
2. Please do not bring any personal pet(s) to the farm.
3. Please respect this property. Place trash in designated receptacles.
4. No running, yelling, or smoking around the horses-you may scare the horse. This includes while in direct contact with the horse as well as areas near the horse.
5. Smoking anywhere at this Farm is discouraged; smoke may scare the horses as well as present a fire hazard if the cigarette is improperly disposed of. Smoking is absolutely prohibited in any of the barns or buildings.
6. No drinks, gum or candy is allowed while riding; a rider may choke if the horse makes a sudden start.
7. Many horses are not accustomed to strangers and/or children. For your protection, do not pet horses that are not used in your lesson.
8. When approaching a horse, speak softly. A startled horse may kick or pull.
9. Never tease or abuse a horse. Bad and dangerous habits may develop.
10. Do not feed the horses treats unless supervised by Farm staff. Fingers can sometimes be mistaken for carrots!
11. Dou" data-bbox="84 628 909 671"/>
12. Climbing or playing in or on stored hay, fences, or the gate is prohibited. Please stay out of all restricted areas for your safety.
13. Clean up behind your horse.
14. Please return your tack/supplies to their designated storage area when you finish using them.
15. Please secure all gates behind you.
16. Dou" data-bbox="84 744 909 801"/>

I have read the above rules and have been given a chance to ask questions concerning the ones that I do not understand. I agree to adhere to these rules and to explain to my family, minor children, or any guest(s) that may come out to Dou" data-bbox="84 817 902 862"/>

Signature

Date



LIABILITY RELEASE

Release of Liability, State of Alabama Code of Ala. § 6-5-337 (1994), County of Hale

_____/_____
 I (we) the undersigned student, parent, under my supervision, or legal guardian of a student of any activity held at Dou" data-bbox="143 243 900 375"/>

_____/_____
 I hereby agree to hold Dou" data-bbox="143 392 912 465"/>

_____/_____
 I agree to wear a regulation ASTM approved hard hat (helmet) at all times while mounted on a horse. I agree to assure that my minor child will wear a regulation ASTM approved hard hat (helmet) at all times while mounted on a horse.

_____/_____
 I understand that Dou" data-bbox="143 542 897 600"/>

_____/_____
 I recognize that riding a horse is a dangerous sport and I acknowledge that I have read and understand the foregoing warnings and disclosures.

_____/_____
 This waiver gives notice to the participant of the risks inherent in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movement, persons, or animals; and (iii) hazards of surface or subsurface conditions.

_____/_____
 By signing this Liability Release, I give my child permission to participate in any camp, horseback riding lesson, or any activities while at Dou" data-bbox="143 740 913 799"/>

_____/_____
 Lesson packages for 4 or more lessons require a minimum of 4 hour or half hour lessons per month.

_____/_____
 No refunds for scheduled lessons. Another time within two weeks of the missed lesson will be worked out between the rider and Dou" data-bbox="143 866 897 897"/>

_____/_____
 By signing this Liability Release, I hereby agree and understand its contents.

WARNING

UNDER ALABAMA LAW (CHAPTER 5, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUIT ACTIVITES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

All Riders and Parents or legal guardians must sign below after reading this entire two page document.

THIS FARM DOES NOT GUARANTEE YOUR SAFETY.

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 PHYSICAL CONDITION, EXEPERIENCE, RELATIONSHIP TO GUARDIAN/PARENT AND AGE, ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER

PRINTED NAME OF RIDER

DATE

SIGNATURE OF PARENT (MOTHER) for

PRINTED NAME OF RIDER

DATE

SIGNATURE OF PARENT (FATHER) for

PRINTED NAME OF RIDER

DATE

MOTHER'S CELL PHONE: _____

DAD's CELL PHONE: _____