



Boarding Stable Agreement

This agreement is made on _____ (date) between **Rivendell Farm, LLC** (referred to as stable) located at 2 Cherry Lane, Durham, Connecticut, and _____, (referred to as owner) residing at _____, the owner of the horse described in section one.

Ownership. Owner represents that (1) he/she is the sole owner of the horse described below and has full power and authority to enter in this Agreement, or (2) he/she is the sole lessee of the horse described below 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 _____ whose address 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 as the horse's actual owner.

Description of the horse:

Name: _____

Age: _____ **Color:** _____ **Sex:** _____ **Height** _____

Breed: _____

Markings: _____

Registrations/Tattoo Number: _____

Deposit. A nonrefundable fee of \$100 to reserve a stall shall be paid to the Stable.

An additional deposit of \$750 must be paid to the Stable as a security deposit against either damage to the barn and or any other monies owed upon termination of this boarding agreement. The balance of this deposit will be returned to Owner at the address indicated above after all other outstanding fees have been paid.

Board. Board in the amount of \$ 750.00 shall be paid in full and in advance to the Stable on the first day of each calendar month beginning on _____ and until this Agreement is terminated. If the board is not paid in full before the fifth day of each calendar month, a late charge shall be imposed in the amount of \$25.00 per month.

Lien for Unpaid Board. In the event that Owner does not pay the monthly boarding expenses in full when due, Owner hereby grants a lien on the horse to the Stable for the unpaid amount. Any partial payment shall be applied first to late fees, then to costs and attorney's fees to enforce this Agreement, then to outstanding board, and finally to current board. The Stable shall give written notice to Owner of the lien at the address indicated above by regular, first class mail. As long as all or a portion of the lien is unsatisfied, the Stable shall have no obligation to notify Owner of any additional lien amounts. Beginning sixty (60) days from the date said notice was mailed; the Stable shall have the right, but not the obligation, to sell the horse at a private or public sale in accordance with Connecticut General Statutes Section 49-70 or otherwise, unless all financial obligations are paid in full before such sale occurs. The Stable shall deduct from the sales price the amount owed to it at the time of the sale for accumulated board, late fees, costs of sale and attorney's fees and costs to enforce this Agreement, and forward the balance, if any, to Owner. The Stable shall have the right to pursue any other rights or remedies it may have according to law in addition to or instead of the rights provided by this Agreement.

Damage to or by the horse. Owner shall not hold Lisa and Roger Passavant, Prancing Pony, LLC, the Stable, its members, agents, servants, employees, instructors, clinicians, independent contractors or any other personnel (collectively, the "Stable Personnel") responsible for damage caused to or by the horse such as but not limited to, the following: kicking or biting a person or animal, loss by fire, theft, escape, death, sickness or injuries to person or property while on or off the Stable premises, even if due in whole or in part to Lisa and Roger Passavant, Prancing Pony LLC or the Stable Personnel's negligence. ***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.***

Injury to Owners or others. Owner shall not hold Lisa and Roger Passavant, Prancing Pony LLC, the Stable or the Stable Personnel responsible for injury, death, or property damage to Owner or persons under Owners authority while on or off the Stable premises such as, but not limited to, injuries from falling off the horse, being kicked or being bitten, even if due in whole or in part to the negligence of Lisa and Roger Passavant, Prancing Pony LLC, the Stable or the Stable Personnel.

Release Required. No one shall ride the horse unless an appropriate release of liability acceptable to the Stable is signed and returned to the Stable.

Instructors and Trainers. No riding instructors or trainers shall be permitted to conduct business on the Stable premises unless given permission to do so by the Stable. With permission and reservation of the riding ring in advance, outside trainers/instructors are allowed on the Stable premises provided that a ring fee of \$15.00 per lesson must be paid by the instructor/trainer to the Stable and proof of liability insurance must be provided to the Stable prior to the lesson.

Termination. At least (45) days' written notice by the 15th of any given month shall be given by Owner to the Stable if the horse is to be permanently removed from the Stable. The Stable shall give (45) days' or reasonable written notice, to the Owner if the Stable desires to terminate this Agreement. At the time the horse is permanently removed from the Stable and all financial obligations to the Stable have been met by the Owner, this Agreement will terminate. The Stable may, at its discretion, permit the horse to be permanently removed prior to satisfaction of all financial obligations of the Owner to the Stable, provided that in this event, the outstanding obligations shall immediately become a lien on the horse which shall survive the termination of this Agreement. Furthermore, the Stable shall have the right to pursue any other rights or remedies it might have according to law against the Owner for said financial obligations in addition to or instead of the rights provided by this Agreement. Any Releases of Liability executed by the Owner shall survive the termination of this Agreement.

Stable Rules. Owner agrees to be bound by all the rules of the Stable.

Full Board. The Stable agrees to provide full board as follows: appropriate portions of hay and grain for the horse, bedding, clean stall, fresh water, turnout (weather permitting) and blanketing if blankets are provided by Owner. Wound care, hand walking and other services are not included and may be arranged for an extra charge. ***A list of current charges for additional services is attached to this Boarding Agreement as Attachment One. Charges are subject to change upon reasonable notice.***

Veterinary and Farrier Care. Owner agrees to arrange for reasonable and proper veterinary care and shoeing for the horse and to provide the Stable with copies of rabies and a negative coggins certificates annually. Owner also agrees to arrange for standard spring and fall inoculations of the horse consistent with recognized local standards and to

provide copies of the bills for same or other proof to the Stable. Owner agrees to accept full responsibility for farrier and veterinary expenses for the horse while at the Stable.

Emergencies. In case of emergency the Stable may in its judgment use any means at its disposal to aid in the welfare of the horse; provided that, were time permits, the Stable shall notify the Owner of illness or injury suffered by the horse and seek Owners instructions before incurring expenses. Owners shall in all cases be responsible for the costs of any such veterinary or farrier care.

Release of Liability. Owner shall sign a Release of Liability, attached hereto simultaneously with the execution of the Boarding Agreement.

Copy. Owner has received a copy of this Agreement.

Stable: Rivendell Farm, LLC

**By _____
Signature of duly authorized Member**

Signature of Owner of Horse _____

Signature of Owner if Horse is leased _____

Telephone Number (if Horse is leased) _____