**BOARDING AGREEMENT**(limit one horse per agreement)

 THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ made by and between Maven Sport Horses LLC, hereinafter referred to as “STABLE”, providing services as an independent contractor, located at 4035 Flint Hill Road, Powder Springs, GA 30127 and
(Owner’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at

(Owner’s 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

$\_750.00\_ per horse per month for full board;

**Payable to Maven Sport Horses**

Agreed amount is to be paid by OWNER in **advance of the first day of each month**, STABLE agrees to board the herein described horse(s) on a month to month basis commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

**Late Fees**:
Boarding fees paid between the fifth and tenth (5th-10th) day of the current month due will be subject to a late fee of $50.00. Fees received between the eleventh and fourteenth day of the month due (11th-14th) will be subject to a late fee of $100.00. Fees received after the fifteenth (15) day of the month will be charged and additional $10.00 dollars per day until payment is made in full.

STABLE reserves the right to notify the OWNER within fifteen (15) days of the horse’s arrival if the horse, in STABLE’s opinion, is deemed dangerous or undesirable for STABLE’s establishment. In such case, OWNER shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse’s presence upon the premises. This contract shall be deemed terminated and concluded upon the payment of all fees.

**2. DESCRIPTION OF HORSE** (limit one per agreement)

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
AGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COLOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
REGISTRATION/TATTOO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
SEX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BREED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
INSURANCE CARRIER, POLICY AND PHONE NUMBER (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **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). OWNER acknowledges OWNER has inspected the facilities and finds same in safe and proper order.

**CARE:**
- Grain feeding twice daily up to four times daily depending on horse’s reasonable needs. Grain to be provided by STABLE. (If OWNER requires any additional feed other than provided by STABLE, feed may be provided by the OWNER at the OWNER’S expense).
- Coastal hay or other suitable grass hay two/three times daily (if horse requires different hay, there will be an additional monthly charge).
- Bedding and daily stall cleaning.
- Daily paddock turn-out (weather permitting). Indoor turnout in inclement weather.
- Rotational deworming (if owner prefers fecal testing, testing may be done at the OWNER’s expense and proof of testing must be provided to the STABLE to forego deworming).
- Holding for farrier/vet (for scheduled farrier/vet visits arranged by the OWNER, OWNER must give STABLE one week notice of appointment or incur a $10/instance charge, no charge for emergency visits).
- Application and removal of blankets/boots as required.
- Fly spray as required (owner must provide).

 **FACILITIES:**
- Box Stall
- Tack storage
- Trailer storage
- Indoor/outdoor arena (special events and clinics have priority)
- Wash rack

 **OWNER is responsible for all routine veterinarian and farrier care.**

**4. VACCINATIONS**

Upon arrival of horse to STABLE proof of current vaccinations are required including Equine Influenza Virus (EIV), Equine Herpes-virus (Rhinopneumonitis or EHV), tetanus, West Nile Virus, Potomac Horse Fever, Rabies and Strangles. A negative current (within the past twelve months) Coggins test is required for all horses.

It is the responsibility of the OWNER to maintain a current vaccination schedule at the OWNER’s expense. OWNER agrees to provide proof of vaccination schedule to STABLE. In the event same is not accomplished and proof of same presented to STABLE within thirty (30) days from the date of such services or veterinary treatment, STABLE is authorized to arrange such treatment, but not obligated to do so; such expense shall be the obligation of the OWNER, and upon presentation by STABLE of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the OWNER.

It is the responsibility of the OWNER to maintain a regular shoeing/farrier schedule at the OWNER’s expense. In the event same is not accomplished and proof of same presented to STABLE within thirty (30) days from the date of such services, STABLE is authorized to arrange such services, but not obligated to do so; such expense shall be the obligation of the OWNER, and upon presentation by STABLE of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the OWNER.

 **5. 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 relating to boarding of horse/9s/0, or for any other reason, for which the horse(s0 is/are in possession of STABLE, are to be borne by OWNER.

**6. 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.

**7. 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(s), 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 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 receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

 STABLE shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless STABLE is herein or on OWNER’s information sheets, by OWNER that the horse(s) is/are not surgical candidates.

 OWNER agrees to notify STABLE of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify STABLE as to what party is authorized to make decisions in the OWNER’s place with regard to health, well-being and/or medical treatment of horse(s).

**8. STABLE RULES** (attached)

 OWNER hereby acknowledges receipt and understanding of the current STABLE rules, attached, which are incorporated by reference in full, as is 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.

 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, including but not limited to item 8 Stable Rules. 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.

**10. ASSIGNMENT**

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

**11. CHANGES OR TERMINATION OF THIS AGREEMENT**

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

 It is agreed by the parties that this AGREEMENT may be changed or terminated upon thirty (30) days notice. All notices must be issued in writing unless otherwise agreed upon by the parties. OWNER agrees that it is the STABLES right to give a thirty (30) day notice to the termination of this agreement if acceptable reasoning applies, and a seven (7) day notice if exceptional reasoning applies, all horses must be removed from the property within said notice.

The posting of updated rate schedules in a conspicuous or open place in the STABLE shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by STABLE.

**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 Georgia for any amount due for the board and keep 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 (2) months of non-payment and STABLE can then sell horse(s) to recover its loss.

**13. PROPERTY IN STORAGE ON STABLE’S PREMISES**

 OWNER may store certain tack and equipment on the premises of STABLE at no additional charge to OWNER. However, STABLE shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at STABLE as same is stored at the OWNER’s risk. STABLE shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises after termination of this AGREEMENT will be subject to a $5/day storage cost.

**14. MEDIATION/ARBITRATION**

 In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the mediator and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through said mediation, then, in that even, the parties agree to submit the dispute to binding arbitration by and according to the rules of the mediator, within 30 days of the declaration of impasse.

**WARNING**: UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

 **15. SPECIAL INSTRUCTIONS TO STABLE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Executed on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

OWNER’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

STABLE’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

OWNER’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_. Day Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Evening Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.