

## ***BIT BY BIT STABLE, LLC. BOARDING AGREEMENT***

This Agreement , dated the \_\_\_\_\_day of \_\_\_\_\_,200\_\_ made between Bit By Bit Stable, LLC hereinafter referred to as "Stable" located at 1132 Moxley road Uncasville, CT 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 \$450. per horse per month paid by owner in advance on the First day of each month, Stable agrees to board the herein described horse(s) on a month to month basis commencing\_\_\_\_\_, 2008. 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 sixth and fifteenth day of the current month due will be subject to a late fee of \$15. Fees received after the sixteenth will be subject to a late fee of \$25.

### **2. DESCRIPTION OF HORSE(S)**

Name\_\_\_\_\_Age:\_\_\_\_\_Color\_\_\_\_\_Sex:\_\_\_\_\_

Breed\_\_\_\_\_Registration/Tattoo:\_\_\_\_\_

Insurance Carrier, Policy and phone # (if appliciable):\_\_\_\_\_

Value of horse:\_\_\_\_\_

### **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). Up to 8 pounds of grains and four flakes of hay as needed per day, divided into two feedings. Stable will provide feed tub and water bucket/tub. Extra charges may be requested or will be determined by management: extra grain or hay charged at market cost approximately \$40 a month for extra grain or extra flake of hay at each meal. Nutritional supplements will be fed once a day at no extra charge proving owner provides supplements. There will be a charge for supplementing twice a day.

### **4. VACCINATIONS**

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, influenza vaccinations and a current negative Coggins test is required for all horses.

### **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 disabilities 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 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. Be it understood that the STABLE carries no health or inventory insurance that would protect OWNER from accidental injury to his or herself or horse, or from damage or loss of equipment stored at this property. OWNER is responsible for providing such insurance.

**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 contact OWNER within a reasonable time, which time shall be judged and determined solely 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 within fifteen days.

**8. STABLE RULES**

1. Hard hats must be worn at all times when mounted.
2. Anyone riding on the property must sign a release agreement.
3. Ride at your own risk.
4. No jumping without permission from STABLE

**9. NOTICE OF TERMINATION**

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

**10. RIGHT OF LIEN**

OWNER is put on notice that STABLE has and may assert and exercise a right of lien for any amount due for 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 or partial payment and STABLE can then sell horse(s) to recover its loss.

**11. INHERENT RISK**

All activities related to this contract are being undertaken in full understanding of the inherent risks involved in riding and training horses, and are subject to the Equine Inherent Risk Law, CT.

**12. SPECIAL INSTRUCTIONS TO STABLE:**

This agreement is subject to the laws of the State of Connecticut  
Executed at \_\_\_\_\_ on the date first set forth above.

By: \_\_\_\_\_

By: \_\_\_\_\_