

HORSE LIFE EQUESTRIAN CENTER
BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Horse Life Equestrian Center, LLC, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 15300 SW 187 Ave, Miami FI 33187 and (Owner's name) _____ 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 \$ _____ per horse per month paid by OWNER in advance on the First day of each month, HORSE LIFE EQUESTRIAN CENTER agrees to board the herein described horse (s) on a month to month basis commencing _____, 20____. 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 \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

Name: _____

Age: _____

Color: _____

Registration/Tattoo _____

Sex: _____

Breed: _____

Number (*if applicable*):

Insurance Carrier, Policy and phone number (*if applicable*): _____

3. FEED AND FACILITIES

HORSE LIFE EQUESTRIAN CENTER 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).

4. VACCINATIONS

A negative current Coggins test is required for all horses arriving from out of state

5. RISK OF LOSS

During the time that the horse (s) is/are in the custody of HORSE LIFE EQUESTRIAN CENTER, HORSE LIFE EQUESTRIAN CENTER 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 HORSE LIFE EQUESTRIAN CENTER's premises. OWNER fully understands and hereby acknowledges that HORSE LIFE EQUESTRIAN CENTER does not carry any insurance on any horse s) not owned by HORSE LIFE EQUESTRIAN CENTER, 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 (s), or for any other reason, for which the horse (s) is/are in the possession of HORSE LIFE EQUESTRIAN CENTER, *are to be borne by OWNER.*

6. HOLD HARMLESS

OWNER agrees to hold HORSE LIFE EQUESTRIAN CENTER 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 HORSE LIFE EQUESTRIAN CENTER in defense of such claims.

7. EMERGENCY CARE

HORSE LIFE EQUESTRIAN CENTER agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should HORSE LIFE EQUESTRIAN CENTER feel that medical treatment is needed for said horse (s), provided however, that in the event the HORSE LIFE EQUESTRIAN CENTER is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by HORSE LIFE EQUESTRIAN CENTER, HORSE LIFE EQUESTRIAN CENTER 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 HORSE LIFE EQUESTRIAN CENTER, as HORSE LIFE EQUESTRIAN CENTER 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 HORSE LIFE EQUESTRIAN CENTER is authorized to arrange direct billing by said care provider to the OWNER.

8. HORSE LIFE EQUESTRIAN CENTER RULES

Owner hereby acknowledges receipt and understanding of the current HORSE LIFE EQUESTRIAN CENTER 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: _____

HORSE LIFE EQUESTRIAN CENTER 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 HORSE LIFE EQUESTRIAN CENTER's sole discretion, of OWNER or OWNER's guests and invitees to abide by HORSE LIFE EQUESTRIAN CENTER Rules may result in HORSE LIFE EQUESTRIAN CENTER 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 9 Horse Life Equestrian Center 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 to HORSE LIFE EQUESTRIAN CENTER 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 HORSE LIFE EQUESTRIAN CENTER 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 the express written consent of HORSE LIFE EQUESTRIAN CENTER.

11. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days' notice shall be given to HORSE LIFE EQUESTRIAN CENTER as to the termination of this AGREEMENT.

WARNING

UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. (SECTION 773.04, FLORIDA STATUTES)

Owner's Name: _____

Owner's Signature: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone: _____

Evening Phone: _____