

RACINE COUNTY PONY CLUB EQUESTRIAN CENTER BOARDING AGREEMENT

5518 Highway Thirty-One
Racine, WI 53402
262-752-9023 *phone*
262-752-9024 *fax*

Boarder's Name: _____
Address: _____
City/State/Zip: _____
Phone: (h) _____ (w) _____ Cell: _____ Pager: _____
Email: _____
Horse's Name: _____ Breed: _____ Age: _____ Sex: _____
Vet Name: _____ Vet Phone: _____
Farrier Name: _____ Farrier Phone: _____
Insurance Carrier: _____ Policy Number _____
Insurance Contact Information: _____
Vices: _____
Special Handling Needs: _____

This Agreement for boarding a horse is made on the _____ day of _____ 20__ between the boarder indicated above, hereinafter for convenience called the "Boarder", and RACINE COUNTY PONY CLUB EQUESTRIAN CENTER, hereinafter for convenience referred to as the "Center."

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES TO THIS BOARDING AGREEMENT AGREE AS FOLLOWS:

- 1) The Boarder agrees to pay in advance the sum of \$ _____ by the first of each month (which includes state and stadium tax) payable by check or money order only, for the boarding of the horse described above. Boarder understands that the board is subject to change upon a 30-day notice. A late fee of \$25 will be charged on payments received more than 5 (five) days late, another \$25 late fee will be charged on payments more than 10 (ten) days late, and an additional \$25 late fee will be charged on payments more than 15 days late.
- 2) The Boarder shall also pay all farrier and veterinarian expenses. In the event the horse becomes injured or ill, the Boarder shall be notified at once at the contact information listed above. If the Boarder cannot be contacted and the horse's health requires immediate action, the Center shall have the right to use its best judgment with regard to what measures should be taken for the welfare and the health of the horse. Although the Boarder may subsequently disagree with what actions were taken, the Boarder agrees to pay the expenses for such care. The Center will access a \$10 handling fee if the Boarder is not present for veterinary/farrier visits, and \$10/hour fee for handling and treatment related to injury or illness. The boarder agrees to enroll in the Center's worming and vaccination program including an annual Coggins Test. The boarder represents that the horse has a negative Coggins and shall provide a copy of said test to the Center prior to delivering horse to the Center. Boarder also represents that the horse is up to date on all inoculations (5-way, Rabies and West Nile) and not been exposed to rabies or other communicable diseases within the last 30 days prior to the horse's admittance to the custody of the Center. Boarder agrees to inform the Center immediately of any exposure to any equine communicable diseases horse may have had while

RACINE COUNTY PONY CLUB EQUESTRIAN CENTER BOARDING AGREEMENT

traveling.

3) The Center, and its agents shall not be responsible for any damages or injury to the horse, specifically including but not limited to loss or injury by fire, theft, injury "from other horses, disease, getting loose from barn, paddock or pasture, or any injury the boarder's horse may cause to other horses, persons, or property of others; and the boarder shall indemnify and save the Center harmless from any and all actions or causes of actions which may arise as a result of any damages caused by their horse. The Boarder shall be solely responsible for all acts and behavior of the horse and in no case shall the Center be liable for the animal's action and behavior. Neither shall the Center, or the Center's agents be responsible or liable for any damages nor losses to the boarder's personal property kept on the premises for the use in riding or caring for the horse. Boarder understands and agrees to make payment to the Center for damage to the premises incurred by the Boarder or Boarder's horse.

With regard to the Boarder, the Boarder's family and friends, the Boarder understands that there are risks that are inherent in equestrian-related activities and that these risks present dangers to all persons that are brought onto the premises by the Boarder. Therefore, the Boarder, for and in consideration of the opportunity for himself/herself, his or her child/children and other family members and friends in these equestrian activities and for other good and valuable consideration, does hereby forever release, acquit and forever discharge the Center, it's employees, board members, committee members, club members and volunteers from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which the undersigned may hereinafter incur .on account of, or in any way growing out of, any and all known and unknown, foreseen or unforeseen bodily or personal injuries and/of property damage or the consequences thereof resulting from any accident, casualty or event involving the Boarder, the Boarder's family or friends, and arising out of equestrian activities.

FURTHER AND BY WAY OF INDEMNITY, the Boarder, for and in consideration opportunity for his child and other family members to participate in these equestrian activities, hereby expressly understands and agrees to indemnify and save harmless the Racine County Pony Club, the Lake Shore Pony Club, the United States Pony Club, their board members, employees, officers, volunteers, committee members, agents, club members, and any other associations, corporations and partnerships, as a result of any accident or injury which might occur while the Boarder, Boarder's children, Boarders family members, and friends are engaging in equestrian activities. It is further understood that only the Boarder or Boarder's family members will be allowed to ride the above named horse on the Center's premises. Any friends of the Boarder or trainers hired by Boarder who intend to ride will need to be approved by the Center and will need to sign separate agreements before being allowed to engage in mounted equestrian activities.

The foregoing provisions relating to indemnity shall not apply whenever the losses may be due to the active negligence of the Center's agents.

4) The Boarder acknowledges that the Center has lien rights in the horse for unpaid board expenses. The Center may exercise those lien rights at any time the Boarder's board bill becomes delinquent; and 30 days after written notice is given to the Boarder at the Boarder's address listed above, the Center may dispose of the horse for any unpaid charges at private or

RACINE COUNTY PONY CLUB EQUESTRIAN CENTER BOARDING AGREEMENT

public sale and the Boarder waives all rights to any form of legal notice of such sale. In the event that the private or public sale does not secure a price sufficient to pay off all of the costs and charges owed by the Boarder to the Center, the Boarder shall be liable for the difference. Any sum realized over and above the costs and charges by virtue of the sale shall belong to the Boarder.

5) Boarder agrees to abide by all rules and regulations of the stable, and understands that because of scheduled events, full access to the Center may not be available at all times. Since the Center is a USPC education facility and not for profit, fundraising events will periodically take place at the Center that require guest horses to be stabled overnight. Boarder understands that Boarder's horse may periodically be kept outside at night for the duration of the event.

6) The Center may terminate this agreement upon 30 days notice to the Boarder. In the event the Boarder wishes to terminate this agreement, the Boarder shall give to the Center 30 days written notice before the removal of the horse from the Center's care. For this notice to be effective, written notice shall be given prior to the first day of the board paying period, and the appropriate board for that period must also be paid at that time. If written notice is not given and/or the board is not paid, the Boarder shall have no right to remove the horse from possession of the Center because of the Center's lien rights. Failure to pay rental subjects the horse to sale as provided for in paragraph (4) above.

7) If the Center is required to sue the Boarder to collect board that is due and owing, the Boarder shall be responsible to pay all expenses, costs and attorney fees incurred in prosecuting such an action. The laws of the State of Wisconsin shall govern any dispute concerning the construction or effect of this Agreement. Any action filed by the Boarder under this Agreement must be filed within the State of Wisconsin and within the County of Racine.

8) The Center hereby acknowledges the receipt of the above described animal under the conditions set forth in this Boarding Agreement, and the Boarder agrees to be bound by the provisions of this Contract.

This Agreement represents the entire agreement between the parties. There can be no oral modifications to this agreement. All modifications must be made in writing and signed by both parties.

NOTICE: A PERSON WHO IS ENGAGED FOR COMPENSATION IN THE RENTAL OF EQUINES OR EQUINE EQUIPMENT OR TACK OR IN THE INSTRUCTION OF A PERSON IN THE RIDING. OR DRIVING OF AN EQUINE OR IN BEING A PASSENGER UPON AN EQUINE IS NOT LIABLE FOR THE INJURY OR DEATH OF A PERSON INVOLVED IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, AS DEFINED IN SECTION 895.481 {1} {E} OF THE WISCONSIN STATUTES.

I have read the **above agreement**, understand it, and agree to be fully bound by it, realizing my horse would not be accepted for boarding at the Racine County Pony Club Equestrian Center without this agreement.

RACINE COUNTY PONY CLUB EQUESTRIAN CENTER BOARDING AGREEMENT

Boarder/Date

Parent (if Boarder is a minor)/Date

Center Representative/Date

I have read and agree to abide by the **operational policies** for the Racine County Pony Club Equestrian Center.

Boarder/Date

Parent (if Boarder is a minor)/Date