

South Hill Stables  
511 South Hill Road  
Ludlow, VT 05149  
802-558-5139  
xxflyingsoloxx@yahoo.com

**2008 BOARDING AGREEMENT**  
**Full/Retirement Board**

This agreement, for valuable consideration receipt of which is hereby acknowledged, dated this \_\_\_\_\_ day of October, 2008 and made by and between Ashley Holden, hereinafter referred to as "STABLE" and \_\_\_\_\_, hereinafter referred to as "OWNER", of the herein described horse. These parties warrant that they have the right to enter into this agreement.

**FEES, TERMS AND LOCATION**

In consideration of the sum of \$350 per horse, per month paid by OWNER in advance on the 1<sup>st</sup> day of each month, STABLE agrees to board the herein described horse at 511 South Hill Road in Ludlow, Vermont on a month to month basis commencing July, 2008. Partial month's board shall be paid on a pro-rate basis, based on the number of days boarded in a standard month. Full monthly Board payment received after the 7<sup>th</sup> day of each month, will be considered "late" and an additional charge of \$25 will be added.

**DESCRIPTION OF HORSE**

Name: \_\_\_\_\_  
Age: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Registration/Tattoo Number (if applicable): \_\_\_\_\_  
Estimated Value of Horse: \$ \_\_\_\_\_

**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.

**Stall:** 10x 12 minimum size and permanent access to run-in shed

**Turn-out:** 4 maximum horses per pasture or individual pasture turnout on a daily or 24 hour basis with permanent access to run-in shed.

**Grain:** No limit on pounds of grain per day fed two times per day, based in individual horse's needs

**Feed Type:** Blue Seal Vintage Sweet, Blue Seal Carb-Guard or Blue Seal Senior (circle one)

**Feeding Directions from Owner:**

**Hay:** Fed 2-3 times daily in accordance with weight, up to 20 lbs per feeding or as is adequate enough to maintain weight and condition. Timothy/Grass Hay, which has been analyzed for nutrition content.

**Equine Supplements:** OWNER is aware that STABLE feeds all of their boarders and personal horses pro-biotics to aid in digestion, if your horse has an allergy or for medical reasons, cannot receive this supplementation, please notify STABLE. If OWNER provides supplements/medication, STABLE will dispense accordingly at no extra cost. Smartpaks are strongly preferred.

*Since we endorse the following products and personally use them on our own horses, you have the option to put your horse on one of the following supplements for an additional \$25 per month.*

**ADD ON THIS OPTION, you may choose from the following products:**

**Cosequin (joint)**

**Vita-Flex MSM (joint)**

**Omega Horseshine (overall coat shine and hooves)**

**Source (vitamins/micronutrients)**

**Please circle one**

**Salt/Mineral Block:** Will be provided by STABLE and accessible to horse at all times

### **SHOEING AND DEWORMING**

STABLE will agree to provide the necessary scheduling of a farrier every 6 weeks and a STABLE representative will be present for these appointments. Provided, however, such expense for same shall be the obligation of the OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fourteen days that the bill is submitted to OWNER. STABLE would prefer the OWNER leave payment for farrier upon arrival for any services. STABLE has all horses on a rotational de-worming schedule every eight weeks. STABLE agrees to provide said horse with de-worming according to this schedule. The price for de-worming is included within the board fee. OWNER must notify STABLE if horse has any allergic reactions to a specific wormer and determine safe types that they will allow to be used on their horse. OWNER understands there is a risk for an allergic reaction to this medication and in no way is directly associated with STABLE. Below is a list of the various types of drugs we administer safely through determining weight and given in accordance with directions. Please circle a Y (yes) or N (no) whether these types can be used for your horse.

**Pyrantel Pamoate**    Y    N

**Ivermectin**            Y    N

**Ivermectin/Praziquantel**    Y    N

**Oxibendazole**            Y    N

**Fenbendazole**            Y    N

Moxidectin

Y N

Special Instructions to Stable:

**For those who use daily wormer, you are responsible for providing the product and we will dispense it and de-worm your horse with ivermectin every 6 months.**

### **EQUINE SPORTS MASSAGE THERAPY SESSION**

STABLE shall provide one full hour of equine sports massage treatment, by Certified Equine Massage Therapist, Ashley Holden. OWNER is responsible for scheduling a date and time of service, this service will be included within the price of board. OWNER does not need to be present for this appointment, a full report of the session will be transcribed.

### **EQUINE REIKI THERAPY SESSION**

This horse is entitled to one Equine Reiki Energy Session with Certified Therapist per month, to be included in board fee. If owner wishes to be present, they may schedule the appointment, otherwise it will be done at Therapist's convenience and any information regarding the session will be reported to the owner.

### **EXERCISE**

The owner shall be solely responsible for the exercise of the horse and it is expressly understood by OWNER that the horses will be turned out.

### **TRAINING/RIDING/SALES PREPARATION**

Ashley Holden is available to ride, train or exercise your horse while it is in our care. All sessions are \$25/hour regardless of the nature, this includes, but is not limited to groundwork, client showing, trail or ring riding. This hourly fee stands unless OWNER and STABLE previously agreed upon including a certain amount of rides per week in the board fee. Advertising is free of cost to client, STABLE will take care of all advertising costs. OWNER will only be charged if a client physically comes to the farm to meet and ride the horse and STABLE will groom, prep and show the horse accordingly thus charge as a session.

### **OWNERSHIP/COGGINS TEST**

OWNER warrants that they own said horse, that there are no liens against said horse, express or implied by law, and will provide prior to time of delivery of said horse, to STABLE, proof satisfactory of a negative coggins test, current within the six month period, immediately preceding delivery of said horse to STABLE. OWNER also agrees to provide a Certificate of

Health, by an accredited Veterinarian, to be current within 7 days prior to delivery of said horse to STABLE.

**RISK OF LOSS**

During the time that the horse is in the custody of the 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 of STABLE's premises nor injury to other person (s) by said horse. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance of any horse not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance. All risks relating to the boarding of the horse, or for any other reason, for which the horse is in the possession of the STABLE, are to be borne by OWNER.

**HOLD HARMLESS**

OWNER agrees to hold STABLE harmless from any claim resulting from damage, injury or death caused or received 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. Per STABLE rules, all guests are required to sign a separate Riding Release Form and wear an approved riding helmet while mounted.

**LIABILITY INSURANCE**

OWNER warrants that they presently carry, in full force and effect, and throughout the period of this AGREEMENT, shall continue to carry and maintain in full force and effect, liability insurance, protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT, in the following amounts:

- \$ \_\_\_\_\_ : Personal Injury and
- \$ \_\_\_\_\_ : Maximum per accident
- \$ \_\_\_\_\_ : Property Damage and
- \$ \_\_\_\_\_ : Maximum per accident

All riders are required to have current Health Insurance.

**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, 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, STABLE is then hereby authorized to secure emergency veterinary care and/or farrier care, and by licensed providers of such care who are selected 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 seven days the OWNER receives the notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to OWNER. Dr. Roger Ostenchuck from Cross Border Equine Associates is our emergency veterinarian and does require payment upon arrival.

### **STABLE RULES**

Owner hereby acknowledges receipt and understanding of the current STABLE rules (to be posted at STABLE) 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 the termination of this agreement.

### **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 all indications within this contract. 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 immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptable by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

### **NOTICE OF TERMINATION**

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this agreement. In the event that STABLE must terminate this agreement, thirty (30) days of notice will be given to OWNER, to find a new home for their horse and remove horse from property.

### **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 Vermont. For any amount due for the board and keep of the horse 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 after two (2) months of non-payment or partial payment and STABLE can then sell horse to recover its loss.

### **MEDIATION/ARBITRATION BY EQUINE DISPUTE RESOLUTION SERVICE**

In the event 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 Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party or mediation. In the event that the parties are unable to successfully resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of EDRS, within thirty (30) days of any declaration of impasse by EDRS. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF VERMONT.

Executed at \_\_\_\_\_ on the date first set forth above.

**“STABLE”**

**By: Ashley Holden**

**Address: 511 South Hill Road, Ludlow, VT 05149**

**Telephone: (802) 558-5139**

**“OWNER:**

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

**Address: \_\_\_\_\_**

---

**Telephone: \_\_\_\_\_**

**SIGNED**

**STABLE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_**