

BOARDING AGREEMENT



The Equine Boarding Agreement (the "Agreement") is being entered into by:

Boarder Information:

Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Email: _____

Phone: _____ Date: _____, 2024

The term of this Agreement shall be for _____ months/years commencing on the date set forth above and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party.

Identification of Horse:

Boarder's horse to be housed by 7th Heaven Ranch ("Horse or Horses"):

Registered Name: _____

Barn Name: _____

Breed: _____ Sex: _____ Age: _____

Ownership of/Authority Over Horse:

1. Boarder represents and warrants that they are the owner of record of Horse or have the express authority of the owner of record to enter into this Agreement and house Horse with 7th Heaven Ranch. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this Agreement and liable for all sums hereunder.

2. Identification of owner of record if different than Boarder:

Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Email: _____

Phone: _____

Boarding Fee:

\$650 per month: Board is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a \$5.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$35.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

7th Heaven Ranch Services:

1. Stable agrees to provide a covered stall for inside boarded horses which will be cleaned once a day.
2. Horse will be provided with turn-out time at owner's request whenever possible. However, Stable cannot guarantee a given paddock or schedule for turn-out.
3. Horse will be fed their own grain 2X daily as provided by the owner. In addition, 2 flakes of quality grass hay will also be fed 2x daily as provided by 7th Heaven Ranch.
4. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, Horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable need not provide turnout time.

Horse's Physical Condition/Special Care:

Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, has a current negative Coggins test (annual proof must be provided), in good condition, and not in need of any special care.

Exceptions: _____

Horse's Behavior:

Boarder states that the Horse exhibits the following behavioral traits:

Hours of Visitation/Access to Horse:

Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule:

- Monday through Saturday: 7 AM to 7 PM
- Sunday: Noon to 6 PM
- Other times will be at the approval of 7th Heaven Ranch.

Veterinary Care:

1. Boarder agrees and understands that it is the Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. If Boarder's Horse is or appears sick or injured, Stable will first try to contact the Boarder. If Boarder is unavailable or Horse has an emergency as deemed by the Stable, Boarder gives Stable permission to call Boarder's veterinarian, identified as:

Dr. _____

Phone: _____

If the Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and Boarder will be fully responsible for all veterinary charges so incurred.

2. Boarder agrees to keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Strangles, Potomac Fever, and any other worming or vaccinations prevailing or customary in Stable's locale.

Farrier Care:

Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services.

Boarder's farrier is: _____

Phone: _____

Boarder's farrier shall have access to Stable and Horse during Hours of Visitation. If Boarder's farrier is unavailable and Horse is in need of farrier services, Boarder authorizes Stable to call its farrier, and Boarder will be fully responsible for all farrier charges so incurred.

Trainer:

Training services are provided by 7th Heaven Ranch. Additional training services will be allowed at the Stable per agreement with:

Trainer: Shonna Swart

Authorized Users:

Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder shall designate all users in writing to 7th Heaven Ranch and

must include:

- Name
- Street address
- City, State, Zip code
- Phone
- Sex
- Age
- Email
- Level of experience with horses in general

Safety and Release from Liability:

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT 7TH HEAVEN RANCH, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF 7TH HEAVEN RANCH. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

1. Helmets and Safety Gear: I understand that it is the recommendation of 7th Heaven Ranch to wear an SEI-approved riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members, guests, and others if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial: _____

2. Horses are Inherently Dangerous: I also understand that engaging in equine activities is an inherently dangerous activity and that by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals that may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that 7th Heaven Ranch cannot control the horses it boards, and that I shall release and hold harmless 7th Heaven Ranch from any injury arising out of or related to equine activities at Stable's facilities.

Initial: _____

3. I am Responsible for my own Conduct and That of my Horse: I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on the Stable's property and/or presence.

Initial: _____

4. Release and Waiver of Liability, and Assumption of Risk: I take full responsibility for myself, my family members, and any guest that I may bring onto the property and will not hold 7th Heaven Ranch, its owners, agents, or employees responsible for accident or injury to myself, my family members, my guest, or my agents.

Initial: _____

5. Death or Injury to Horse: 7th Heaven Ranch, its owners, trainers, agents, or employees will not be held

responsible for injury or death to Horse except in cases of obvious active negligence on their part.

Initial: _____

6. Hold Harmless, Defend and Indemnify: Boarder agrees to defend, indemnify, save and hold harmless 7th Heaven Ranch and its principals, agents, and affiliates from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: _____

7. Costs, Attorneys' Fees, and Expense: In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party.

Initial: _____

Stable's Remedies:

If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, Stable reserves the right to require owner's immediate removal of Horse and to find alternative boarding for Horse.

Amendments and Modifications:

The parties may amend this Agreement only by a written agreement executed by all parties.

Notice:

1. Notice to Stable: All notices must be in writing and delivered to 7th Heaven Ranch at the following address, in a manner which provides proof of delivery:

7th Heaven Ranch Performance Horses

1894 Bethbirei Rd

Lewisburg, TN 37091

2. Notice to Boarder: All notices must be in writing and delivered to Boarder's address listed above in this Agreement, in a manner which provides proof of delivery.

Assignment or Transfer:

No party may assign or transfer this Agreement without the prior written consent of the other parties.

Entire Agreement:

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

Comprehension:

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing if so desired, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

Governing Law and Venue:

This Agreement shall be governed by the laws of Tennessee. Venue for resolution of disputes shall be proper in Marshall County, Tennessee.

Boarder:

SIGNED: _____

PRINTED NAME: _____

7th Heaven Ranch Performance Horses:

SIGNED: _____

PRINTED NAME: Kimberly Krueger-Duke