

Sunset Equestrian Center, LLC

Boarding Agreement

This boarding agreement is entered into this _____ Day of _____, 20____ between Sunset Equestrian Center, LLC (SEC) and _____ (hereafter to be referred to as Boarder.)

Home Address: _____

Street

City

State

Zip Code

Home Phone: (____) _____ - _____

Cell Phone: (____) _____ - _____

Work Phone: (____) _____ - _____

Email: _____

Trainer name: _____

SEC Boarding only _____ Yes _____ No

WHEREAS SEC provides equine boarding and riding facilities at 820 Mare Circle, Kaysville, Utah 84037: and

WHEREAS Boarder is the (Owner/Lessee) of _____
Circle One Name of Horse or Pony

a _____ year old _____ mare / gelding / stallion Horse/Pony and;
Age Breed Sex Circle One

***LIST ANY ADDITIONAL HORSES AT THE BOTTOM OF PAGE 4.

And WHEREAS the Boarder wishes to board the Horse at SEC's facilities;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING TERMS:

1) SEC agrees to board the Horse for the sum of \$ _____ per month or \$ _____ per day. Prices are subject to change at SEC's sole discretion upon thirty (30) days written or posted notice. **PAYMENT IN FULL EACH MONTH IS DUE ON THE FIRST (1ST)** day thereof. Payments not received by the tenth (10th) day of the month shall be considered late and will be subject to a late fee of twenty-five dollars (\$25.00) per horse. Payments may be sent to Sunset Equestrian Center, 820 Mare Circle, Kaysville, Utah 84037 or put in the drop box, during regular business hours, inside the office.

a. SEC will only send invoices and statements to Boarder for late payments, fees and past due amounts. Boarder should **NOT** expect a monthly invoice for monthly fees agreed to under the terms of this contract. Boarder shall be liable for all fees with or without statements or invoices. A **\$5 invoicing fee** will be added for each invoice until past due amounts are collected.

b. If the Boarder fails to pay any fees or other charges pursuant to this Boarding Agreement, and any such amounts are thirty (30) days or more overdue, a **monthly finance charge of 1.5%** shall be due to SEC. Should an account become sixty (60) days or more overdue, the Boarder shall be deemed in breach of this Boarding Agreement. The boarded horse or horses shall be moved to a locked pasture on SEC property until the account is brought current. Boarder agrees to pay all costs including collection agency fees and/or attorney's fees and late fees in connections with the collection by SEC of any amounts due for more than thirty (30) days. Boarder hereby grants SEC a security interest in the Horse and in all other property of the Boarder on SEC's premises. SEC maintains its rights to assert all liens available to it under the law.

c. A **\$40 processing fee will be assessed on all returned checks.**

d. Payment of the first (1st) month's fee is due upon arrival of the horse to SEC and shall be prorated from the day of arrival through the end of the month. **There are no refunds on boarding services.** Horses removed short term during any given month will **not** be granted a credit for time away from the stall.

e. The term of this Boarding Agreement shall be month-to-month. This Boarding Agreement is subject to cancellation by either party upon 10 day written notice. If this Boarding Agreement is terminated by the Boarder, the Boarder shall be responsible for the payment of the final month's fee in accordance with the following structure. Horses removed from the first (1st) to the twentieth (20th) day of the month shall be charged a prorated monthly fee. Horses removed after the twentieth (20th) day of the month shall be charged the entire monthly fee.

2) Boarder agrees to become familiar with all written and posted Rules of SEC or any Rules handed to the Boarder by SEC. The failure to comply with any such Rules shall be deemed a breach of the Boarding Agreement.

3) Boarder on his/her behalf and on behalf of anyone riding or handling the Boarder's horse and anyone who the Boarder brings on the premises, including minor children, agrees to the following:

a. Boarder has inspected the facilities and is aware of the inherent risks of serious, and possible fatal, injuries associated with horseback riding and related activities and has been warned of such risks by posted signs.

b. Boarder shall comply with all Rules of SEC, and will not engage in any act which may result in injury to his/her self or any person, animal or property.

c. Boarder consents to the immediate termination of riding or boarding privileges, without refund, if in the opinion of SEC the Boarder's conduct is such that the risk of personal injury or property damage is increased from the Boarder's or his/her Horse's actions. SEC reserves the right to refuse services and/or cancel contract and evict horse(s), without Client recourse, with 24 hour verbal or written notice.

4) All arrangements for securing and remuneration of a farrier will be made by the Boarder, and remuneration of the farrier is the sole responsibility of the Boarder.

5) SEC agrees to notify the Boarder as soon as reasonably possible in case of injury or illness of the Boarder's Horse. In the event that the Boarder cannot be reached after reasonable attempts by SEC, Boarder hereby authorizes SEC to summon a veterinarian of SEC's choice at the Boarder's expense if SEC in its sole discretion deems it is advisable. Boarder shall be solely responsible for the veterinarian charges incurred pursuant to this paragraph and for any veterinarian charges incurred with respect to the Horse boarded pursuant to this Boarding Agreement.

6) SEC shall be responsible for cleaning the stall six (6) days per week, once per day. SEC retains the right in its sole discretion to determine the placement of the Horse's stall and to move the Horse to another stall if SEC deems it necessary.

7) If Boarder desires extra services including but not limited to; bedding or feed in excess of that normally provided by SEC, lights, fans, supplements, grooming, training, turnout service, worming, veterinarian service or special stall treatments, Boarder shall be solely responsible for the cost and may enter into a prearranged agreement with SEC for the provision of such. At no time may Boarder add or modify stall or pasture configuration or amenities without permission or enter into an agreement for such.

8) SEC shall not be responsible for the furnishing of any equipment other than stalls, cross ties or hitching rails and the arenas. SEC shall not be responsible for equipment left unattended by the Boarder or others. SEC is not responsible for any equipment or belongings left at SEC.

9) All horses coming in from out of state will require a current proof of a negative Coggins performed within twelve (12) months of boarding at SEC, and all other Boarders may, at the discretion of SEC management, be required to provide a copy of a current negative Coggins test report. All horses boarding at SEC will be required to worm at least once every six months (spring and fall) at Boarder expense. Boarder agrees to bring any known medical problems and/or conditions to the attention of SEC in writing immediately upon becoming aware of said problems.

10) Boarder may use the SEC facilities for riding the Horse. Boarder is not to allow anyone else to ride the Horse at SEC's facilities without an executed Release of All Claims Agreement being signed by or for that other rider. No minor may be permitted to ride unless a Release of All Claims Agreement is signed on behalf of the minor by a parent or legal guardian of the minor.

11) All Trainers must have a Release of All Claims Agreement signed and given to SEC before beginning any training at SEC.

12) Should any provision of this Boarding Agreement be declared invalid, the remainder shall remain fully in effect and valid.

13) This Boarding Agreement may only be modified in writing and signed by both parties.

SUNSET EQUESTRIAN CENTER, LLC

By

Boarder Signature

Title

Date Signed

Veterinary Information:

Name

Address

City/State/Zip

Phone

If you have more than one horse at SEC, please list the Names, Age, Breed & Gender here: