

Horse Boarding Agreement

This Boarding Agreement dated _____ is made between Phoenix Farm (herein after referred to as "boarding facility") and _____ (herein after referred to as "horse owner").

1. The boarding facility will provide shelter, water and hay for the boarded animal with such reasonable care and cleanliness as may be required to maintain the health and well being of the animal(s).
2. In consideration of the above, OWNER agrees to pay the posted monthly charges in advance, on or before the first day of each month. The first month's board, or any prorated amount thereof, plus one month's rent as security is payable in advance. Security is applied to last month's rent when 30 days written notice to vacate is received. If payment is not received by the 10th day of any month, a late fee of \$25.00 will be assessed. In accordance with Tennessee state law 66-20-101 Pasturage lien the boarding facility shall have a general lien upon the boarded animal to secure performance of owner's obligations hereunder. Owner further acknowledges that after all due and reasonable attempts have been made to reconcile payment, until but not limited to 60 days past due, boarding facility will have complete discretion is disposing of boarded animal.
3. Horse owner assumes all risk of loss by sickness or injury to the boarded animal, agrees to hold boarding facility harmless there from and understands that he is responsible for all veterinary and farrier services not set out in article 1 above.
4. The boarding facility agrees to take all reasonable precaution to protect the boarded animal(s) from illness, accident, fire, loss, theft, and injury. However it is the OWNERS responsibility to insure his horse against from illness, accident, fire, loss, theft, and injury and horse OWNER hereby agrees to hold Phoenix Farm harmless from responsibility of any sort for any act or omission of the boarding facility causing such illness, accident, fire, loss, theft, and injury, except those acts or omissions which are willful or grossly negligent.
5. Horse owner agrees to indemnify and hold harmless the boarding facility from any loss, claim, damage, liability, or expense caused by the acts or omissions of his or her self, his or her horse(s), or his or her guest(s).
6. In the event the boarded horse becomes ill or injured, Horse OWNER authorizes Phoenix Farm and/or any attending veterinarian to administer whatever emergency medical or veterinary treatment deemed advisable by management and/or attending veterinarian. Phoenix Farm will make every reasonable effort to contact Horse Owner in event the boarded horse becomes ill or injured. Any expenses thusly incurred will be reimbursed promptly (less than thirty days) by horse owner.
7. This contract is renewable automatically from month to month unless written notice of termination is given by either party to the other party at least 30 days prior to the end of any month.
8. The prevailing party shall be entitled to recover all expenses which may be incurred, including reasonable attorney's fees, by reason of any breach of this agreement.
9. Horse OWNER agrees to provide proof of current vaccinations for encephalitis, tetanus,

flu, rhinopneumonitis, west nile, and a current negative coggins test, and OWNER agrees to keep above named vaccinations and coggins test current, to be administered in intervals of no greater than every twelve months.

10. Horse OWNER acknowledges that the foregoing agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Tennessee and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
11. Horse OWNER further acknowledges that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Name of horse owner _____
Home address _____
Work address _____ -
Billing address _____

Phone number home _____ -
Phone number work _____
Phone number cell _____ -

Emergency contact
Name _____
Address _____ -
Phone number home _____
Phone number work _____
Phone number cell _____ -

Signature of horse owner _____ --

Signature Phoenix Farm management _____

Accepted and agreed to this _____ day of _____ 20____.

Equine Insurance information (if applicable)

Policy # _____
Agent Contact information _____

Colic /Surgery information:

If I can not be reached in a reasonable timeframe:

In case of colic, or other life threatening illness or injury, I authorize Phoenix Farm and/or attending veterinarian to transport and allow for surgery if necessary to save the life of my horse (horses), regardless of cost. I agree to reimburse any incurred expenses pursuant to paragraph 6 above. I further acknowledge Phoenix Farm is in no way obligated to provide payment for any medical care or surgical treatment.

_____ (owner) _____ (date)

In case of colic, or other life threatening illness or injury, I do not wish Phoenix Farm and/or any attending veterinarian to take any extraordinary measures to save the life of my horse, and grant Phoenix Farm and/or any attending veterinarian permission to humanely euthanize my horse. I agree to reimburse Phoenix Farm and/or attending veterinarian for any and all incurred expenses.

_____ (owner) _____ (date)