**Double Rainbow Farm**

**BOARDING AGREEMENT**

**THIS AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, made between Double Rainbow Farm, LLC, or Premier Hunter Jumpers, LLC, hereinafter called “STABLE”, and;

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called “OWNER”.

**1. FEES, TERM & LOCATION.**

Monthly board shall be due on the 1st of each month. Late fees will be enforced for any delinquent charges. On the 5th, a Late Fee of $100 per horse/ contract will be assessed, after the 10th an additional $50. Any board unpaid at 30 days will be charged another Late Fee of $100 and will require payment of one month in advance for any further services rendered. There will be a $35 fee for any returned check(s), and cash, cashier’s check or money order, may be required for payment after any returned check(s). All checks to be payable to Premier Hunter Jumpers, or “PHJ”.

The STABLE’S fee schedule may change at any time. Should such change be required, STABLE shall give OWNER no less than 30 days written notice. The STABLE must reserve this right given the changing costs of running a STABLE, including but not limited to the cost of hay, electricity, water, and the like.

**2.** **DESCRIPTION OF HORSE.**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age \_\_\_\_\_\_\_\_\_\_\_ Height\_\_\_\_\_\_\_\_\_\_\_\_Weight\_\_\_\_\_\_\_\_\_\_\_\_

Breed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sex\_\_\_\_\_\_\_\_\_\_Registration # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(if applicable)

Vices:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Allergies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. EMERGENCY CARE**. STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse. In the event the OWNER is not available to make decisions about treatment, nor can the alternate person be reached the STABLE has the authority to secure emergency Veterinarian care and/or blacksmith care. The STABLE and its employees are hereby authorized as an agent for the OWNER to call the veterinarian and/or farrier. The STABLE is capable of transporting the OWNER’S horse immediately to whatever facility of their choosing per the OWNER’S instructions. The OWNER is however responsible for mediation and trailering costs of said trip at $1.15/ mile.

**4. FEED & FACILITIES.** 12x12 stalls with grill doors, daily stall cleaning on shavings, personal tack lockers with saddle racks, bridle racks (Barn 4), community tack rooms with bridle racks (Barns 1, 3), blanket storage, full size wash racks/grooming areas, hot/cold water wash racks, grain (sweet feed or pellet), free choice hay, AM/PM customized feeding and supplements (owner supplied), daily turnout (seasonally adjusted), blanket/unblanketing service, laundry service (fees apply), grooming supplies (fees apply).

**5. TRAINING.** OWNERS are allowed use of covered, lighted arenas, round pens, trails, and pastures. Training and lessons must be provided by Double Rainbow trainers and staff. No jumping is allowed outside of lessons and helmets must be worn at all times while mounted. OWNER must have a signed Release of Harm on file. Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.1.

**6. RISK OF LOSS**. During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE’S premises.

**7. HOLD HARMLESS**. In consideration of STABLE undertaking the board and relating services under the terms set forth herein, OWNER agrees to hold STABLE and its associates, assigns and agents, harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of such claims. The undersigned(s) further agree(s) to hold the OWNERS harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse. It is agreed that during the term of this agreement the risk of said horse shall be assumed by OWNER, and in the event of loss or injury of the horse, OWNER agrees to hold STABLE harmless from any loss or injury to said horse. It is specifically understood that the STABLE is not providing any type of insurance for the horse or OWNER. OWNER further agrees to reimburse and pay for any property owned by STABLE which is damaged by OWNER or OWNER’S horse. If the horse becomes excessively destructive or STABLE is unable to handle the horse because of behavioral problems and such inability to handle such horse causes a risk to the horse or to the STABLE and/or any employee, agent, leader, instructor, contractor or volunteer, STABLE may terminate this Agreement and OWNER must remove the horse from the property within ten (10) days of written notice of such termination pursuant to said conditions.

**8. OWNERSHIP AND VACCINATIONS UPON ENTRY ONTO PREMISES and ONGOING VACCINATIONS AND DE-WORMING**. OWNER warrants that he/she owns said horse. Horse shall be free from infectious, contagious or transmittable disease. Required:

Annual Negative Coggins, Vaccinations (and boosters) for: Flu, Rhino (EHV 1, 4), tetanus, Eastern/Western Encephalitis, West Nile, rabies, as well as a regular worming schedule. STABLE reserves the right to refuse any horse if not in proper health upon arrival. STABLE reserves the right to notify Owner within 7 days of horse’s arrival if horse is in STABLE’S opinion, is deemed dangerous, sick or undesirable for boarding stable. In such case, owner is responsible for removing horse within seven (7) days and for all fees incurred during horse’s stay. After all fees have been paid, this Contract is concluded.

**9. RIGHT OF LIEN**. The OWNER is put on notice that STABLE has a right of lien, as set forth in the law of the State of Louisiana, for the amount due for the board and keep of such horse, and also for such storage and shall have the right, without process of law, to retain the said horse and all of OWNER’S equipment until the amount of such indebtedness is discharged. Furthermore, OWNER hereby grants a possessory lien against the boarded horse to STABLE for the value of all unpaid charges resulting from boarding, late fees and rendering any other services to horse. Should such charges go unpaid STABLE shall be entitled to exercise the right to enforce said lien according to the laws of Louisiana.

**10. STABLE’S RIGHT TO REFUSE BOARD.** STABLE reserves the right to refuse the continuation of board of any horse for any reason, to include but not limited to: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which STABLE is not equipped to handle; OWNER’S refusal to obey STABLE rules or to cooperate with STABLE on reasonable requests relative to the management, welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horses. In such event STABLE shall give OWNER ten (10) days written notice to remove boarded horse from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle STABLE to immediately terminate this Agreement, and to keep the animal in STABLE’S possession until all fees and charges are paid in full.

**11. TERMINATION.**  This Agreement is a month to month tenancy and either party may terminate this Agreement for any reason by giving the other party 30 days written notice thereof. Texts and/or emails are considered written notice.

**12. RULES**. OWNER may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of OWNER or OWNER’S designees shall constitute a default under this Agreement.

**THIS AGREEMENT IS SUBJECT** to the laws of the State of Louisiana

Executed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

“STABLE” “OWNER”

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Double Rainbow Farm, LLC Signature

Premier Hunter Jumper, LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1860 Adner Road Address

Haughton, LA 71037 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(318) 949-9133 Phone

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 Email