

Barry Ridge Equestrian Center, LLC
W132 N 18350 Rockfield Road
Germanatown, WI 53022
Office: 677-0515

Boarding Contract

The purpose of this agreement is to provide information and limitations surrounding the boarding (keeping) of horses at Barry Ridge Equestrian Center. All parties listed as follows agree to abide by all stipulations in this agreement.

All information provided on this contract is strictly confidential.

This agreement is made on this _____ day of _____, 20__ by and between:

Name: _____

Address: _____

City, State, Zip: _____

Telephone Number:

Daytime () _____ Evenings () _____

Cell () _____ Email address _____

Hereafter known as CLIENT, and Barry Ridge Equestrian Center as STABLE for the boarding of the horse described as follows:

NAME OF HORSE _____

BARN/CALL NAME _____

BREED _____

REGISTRATION OR TATOO _____

DESCRIPTION _____

Please check one: Mare _____ Gelding _____ Stallion _____

DISPOSITION _____

Please check one: Indoor board 10 x 12 _____ 12 x 12 _____
Outdoor board _____

If you checked Outdoor board please be advised that Outdoor board is not intended for horses with special needs, health or dietary, and can acclimate well in group turn-out situations.

Please be advised that there will be a \$15.00 fee to catch your horse for the farrier or vet.

If you use a blanket on your horse they should be in good condition and weather suitable.

HORSE HEALTH INFORMATION

Existing Health Problems:

Previous Health Problems:

Special Care Instructions:

Type and date of LAST shots: _____

Type and date of LAST worming: _____

FEES

Board is Month to Month, incoming boarders will have board pro-rated for days to the end of the month. Outgoing boarders will not be NOT be pro-rated if horse leaves prior to the end of the month.

A. Monthly Board:

Board is payable by check, cash, or money order. Checks returned from the bank for any reason will be assessed a \$25 charge in addition to any and all collection charges required. A THIRTY day notice of any board increases will be provided in writing to the client.

B. Occupancy:

Board is based on a single horse per stall. At no time will two horses be kept in one stall, for the safety of horses and handlers. The only exception is for Mares with unweaned foals. Foals after 4 months of age will be charged as a horse whether pasture or stall charges.

C. Due date:

Board is due on the 1st of the month. Board unpaid after the 5th of the month will be assessed a late fee of \$5.00 a day/per horse.

D. Termination of Contract:

Client is required to give the STABLE at least 30 days written notice of intent to terminate this contract prior to the 1st of the month. All tack shall be removed by the Client prior to the termination date.

E. Lien on your Horse for Failure to pay Board:

Section 77.43(3) of the Wisconsin Statutes, provides, in part, as follows:
(...every keeper of a livery or boarding stable and every person pasturing or keeping... animals... shall have a lien thereon and may retain the possessions thereof for the amount due for the keeping support, storage... and care thereof until paid in full. Further, Section 779.48(2) of the Wisconsin Statutes provides that every person given a Lien by Section 779.43(3) of the Wisconsin statutes may enforce such Lien by sale of the horse or property in conformity with the

Uniform Commercial Code. Board Bills unpaid, without written consent, may be resulting Barry Ridge Equestrian Center exercising it Lien and sale rights under Wisconsin law.

Client's Signature _____

BARN RULES

The Client agrees to abide by and follow all posted rules, regulations and procedures requested by the STABLE in relation to the handling of any property belonging to, or kept at the STABLE. Rules are subject to modification at STABLES discretion.

EQUINE ACTIVITY LIABILITY ACT

The CLIENT in entering into this agreement is fully aware of the dangers involved with horse related activities.

NOTICE: A PERSON WHO IS ENGAGED FOR COMPENSATION IN THE RENTAL OF EQUINES, EQUINE EQUIPMENT, TACK OR IN THE INSTRUCTION OF A PERSON IN THE RIDING OR DRIVING OF AN EQUINE OR BEING A PASSENGER UPON AN EQUINE IS NOT LIABLE FOR THE INJURY OR DEATH OF A PERSON INVOLVED IN EQUINE ACTIVITIES, AS DEFINED IN SECTION 895.481(1)(E) OF THE WISCONSIN STATUTES.

The CLIENT agrees unconditionally to accept all risks and hereby releases the STABLE and its employees, officers, directors, agents, heirs, and successors from any and all liability, claims, injury, loss, cost, damage or expense, including, but not limited to, attorney fees and other costs of litigation that may arise, directly or indirectly, from any and all injury, physical or mental, that may occur to the CLIENT, guests, relatives, or acquaintances of CLIENT, CLIENTS property/possessions, or property/possessions of guests, relatives, or acquaintances and or CLIENTS horse(s) and further, CLIENT agrees to hold STABLE, and all others mentioned, or referred to above, harmless from any such liabilities etc., and agrees to indemnify them with regard to same. It is strongly recommended that you wear proper riding attire, helmet, boot with heel and pants.

Please check if you waive your right to wear a helmet while your ride. _____

CLIENT'S Signature _____

EMERGENCY CONTACT PERSON

CLIENT should designate at least one person, if so desired, who is authorized by the CLIENT to make emergency decisions on behalf of the CLIENT if the CLIENT is not available.

First authorized person:

Name: _____
Address: _____
Telephone: _____

Second authorized person:

Name: _____
Address: _____
Telephone: _____

INSURANCE

STABLE must be informed of insurance status, if any, on all horses boarded at the STABLE and special requirements of such insurance. The STABLE will NOT provide insurance for CLIENT'S horse(s) or property.

A. Is horse insured? (circle one) YES NO

B. If yes:

Name of Insurance Company: _____

Contact Person: _____

Address: _____

Telephone: _____

Dollar amount of Mortality Insurance: \$_____

Special requirements of Insurance: (if not applicable, please mark N/A)

C. Home Owners Insurance? _____

HANDLING EMERGENCIES

A. CLIENT Veterinarian

Veterinarian Name: _____

Address: _____

City, State, Zip: _____

Phone number Daytime () _____

Emergency number () _____

B. Routine

Minor bumps and scrapes will be reported to CLIENT by word of mouth or by note left on stall door. If problem is more severe, CLIENT will be notified by phone. It will be the CLIENT'S responsibility to take appropriate action and/or to contact their Veterinarian if required.

C. Calling Veterinarian

STABLE Management must be informed of all Veterinarian visits and procedures to be performed, preferably in writing.

D. Emergency

In the event of an emergency, an attempt will be made to contact the CLIENT, or CLIENT'S designated Emergency Contact person by telephone. If CLIENT and/or Emergency Contact person are not available, CLIENT authorizes the STABLE to call CLIENT'S veterinarian for immediate emergency medical assistance. If CLIENT'S Veterinarian is not available, CLIENT authorizes the use of the STABLE'S Veterinarian.

E. Limitations on Emergency Veterinary Services

CLIENT must inform STABLE in writing of their wishes for care of their horse in extreme emergency medical situations in the eventuality that CLIENT or designated alternate is NOT available. This should include maximum dollar amount allowed for treatment, and/or procedures (surgery, euthanasia, etc...) to be performed to treat CLIENT'S horse. CLIENT should also indicate whether Veterinary advice should be followed regardless of outcome. It is also recommended that CLIENT'S Veterinarian also be apprised of this information.

ROUTINE VETERINARY CARE

- A. STABLE does not provide any Veterinary Services. CLIENT is responsible for all Veterinary Services.
- B. STABLE Management must be informed of all Veterinary visits at least 24 hours prior to visit, and procedures to be performed.
- C. STABLE must know if assistance is going to be required. This is for your protection and to prevent un-requested procedures being performed on your horse.

HEALTH PROGRAM

- A. It is suggested that all horses boarded at STABLE be inoculated for:
VEW Enc. W/Tetanusvx.
Rhinopneumonitiesvx.
Potomac Horse Fever vx.
Rabies vx.
West Nile vx.
- B. Coggins should be done at this time.
- C. Coggins Test
All horses are required to have a current negative Coggins Test prior to arrival, and annually prior to May 1st while at STABLE, to which a copy is to be supplied to STABLE by June 1st.

DENTAL CARE

All horses will be required to have their teeth checked annually. (Prior to April is best). This procedure may be done by your Veterinarian.

FARRIERS

Regular Farrier visits are highly recommended. All horses must receive regular trimming, at least once every 6 months.

- A. STABLE does NOT provide any Farrier services. CLIENT is responsible for all Farrier services, (Unless horse is neglected by CLIENT), Bill will be DOUBLED, Plus a \$10 per 15 minute rate will imposed and DOUBLED.
- B. STABLE Management must be informed of all Farrier visits at least 24 hours prior to visit, and procedures to be performed.

GUESTS

By definition as it applies at a STABLE: Somebody who receives entertainment such as riding, instructions in riding, or just attendance at a social event that is paid for by somebody else, Trainers included.

- A. CLIENT is required to inform STABLE Management in writing of anyone authorized to ride/use CLIENT'S horse and tack when CLIENT is not present, (ie... Leasing horse)
- B. CLIENT is also responsible for guests and must inform guests of STABLE rules. CLIENT must also make sure that guest signs a STABLE Liability Waiver if they are going to ride CLIENT'S horse.

MINOR CHILDREN (under the age of 18 years)

- A. Supervision of CLIENT'S /Guest's minor children is the responsibility of the CLIENT/Guest.
- B. Any minor children sitting, or riding atop any and all horses MUST wear a SEI approved riding helmet at STABLE.

DAMAGE TO PROPERTY

Any damage caused by the CLIENT, CLIENT'S children, CLIENT'S guests, CLIENTS'S guests children, or any vehicle of the above mentioned, shall and will be billed for the cost of materials needed for repair, plus \$20.00/hour labor, or an estimate for repair may be sought by a reputable vendor of CLIENT'S choice, Repair must not exceed 30 days from incident.

NOTES: _____

The STABLE will provide the following services and care for the above mentioned horse in the following manner.

DAILY SERVICES

A. Feed

Basic rations are provided for all horses and consist of alfalfa/grass hay and proprietary Grain mix. The STABLE provides a supply of oats, corn, soybean meal and corn oil up to 8 pounds a daily. A typical horse will consume between 0-8 lbs. of grain/day and 4-6 flakes of hay/day. All feeding, except for treats, is to be administered by STABLE personnel ONLY.

Supplements may be supplied and used by owner of horse as they see fit, if the owner prefers.

B. Turnout

STABLE will provide daily turnout for stalled horses during daylight hours. During extreme inclement weather conditions, STABLE management reserves the right to keep horses in barn or bring them in early.

C. Blankets

STABLE will not be responsible for damage to blankets.

D. Cleaning

All stalls will be cleaned once per day 365 days per year barring unforeseen circumstances. Cleaning includes removal of manure and soiled bedding. New bedding will be added as required.

