

# FLYING HIGH STABLES, LLC 180 Jenkins Road Andover, MA 01810 781.910.3862 www.FlyingHighStables.com

# **BOARDING AGREEMENT**

This agreement is made between Flying High Stables, LLC. (FHS) and ("OWNER"), owner of the horse or pony described in Paragraph 3. This agreement is subject to the laws of the State of Massachusetts. The parties have executed this Agreement on \_\_\_\_\_\_, 20\_\_\_.

#### 1. Fee/Services

In consideration of  $\_650.00$  per horse or pony per month paid by owner, with payment for the first month having been made this date, and subsequent payments due no later than the 3<sup>rd</sup> day of each subsequent month, FHS agrees to board said horse or pony beginning \_\_\_\_\_\_ on a month-to-month basis. The following services will be provided by FHS:

Morning hay and grain feeding – Daily turnout / turn-in – PM hay and grain

\_\_feeding (supplements as directed by Owner) – Bed time hay. – Free choice water \_\_

\_\_both indoors and outdoors. Daily cleaning of stalls and cleaning of feed / water \_\_

\_\_\_buckets in stall and water tanks in paddock, a minimum of once per week – more \_\_\_

\_often as needed (generally dictated by weather).

# 2. Right of Lien

FHS has the right of lien as set forth in the laws of the State of Massachusetts for any amounts due for board and any additional agreed-upon services; and FHS shall have the right, without process of law, to retain said horse or pony until the indebtedness is satisfactorily paid in full.

#### 3. Description of Horse or Pony

Name			
Age	Sex	Height	
Breed			
Color			
Markings			
Reg or Tattoo No	).		

[] Additional horse(s) or pony(ies) described on attachment.

# 4. Standard of Care

FHS agrees to provide normal and reasonable care to maintain the health and well-being of each horse or pony described above.

#### 5. Ownership/Coggins Test/Risk of Loss

OWNER warrants that he or she owns each horse or pony described above and will provide with respect to each, prior to delivery, proof of a negative Coggins test and vaccination record to FHS to be kept on file.

Owner further warrants that each horse or pony described above is covered by a policy of mortality insurance issued in the name of the OWNER in an amount sufficient to compensate the OWNER in the case of injury, loss or death of any such horse or pony. During the time that the horse(s) is/are in the custody of FHS, FHS shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on FHS's premises. OWNER fully understands and hereby acknowledges that FHS is not obligated to carry insurance on any horse(s) not owned by it, including, but not limited to, insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of FHS, are to be borne by OWNER. OWNER will hold FHS harmless for any injury or death resulting from any fire.

# 6. Emergency Care

If emergency care of any horse or pony is needed, FHS will attempt to contact OWNER and/or contact the OWNER's veterinarian, as follows:

In the event OWNER or OWNER's veterinarian is not reached, FHS has the authority to secure emergency veterinary, dental or farrier care. OWNER is responsible for payment of all costs relating to this care. FHS is authorized as OWNER's agent to arrange billing to OWNER. OWNER also gives/does not give (circle one and initial) permission for the administration by a veterinarian of IM as well as IV injections, if deemed necessary by FHS staff. OWNER understands that any injection can be associated with certain risks, including death to said animal. FHS has the right to quarantine or isolate any horse when FHS staff deems it advisable to do so.

# 7. Release

OWNER agrees to review and sign a form of Release and Agreement to Indemnify.

# 8. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other. If less than thirty (30) days notice is given before moving said horse, OWNER is liable to FHS for 30 days board for time notice is given.

# Stable

Signature:	Flying High Stables, LLC
	By 180 Jenkins Road, Andover, Massachusetts 01810 781.910.3862
<b>Owner</b> Name	
Signature	
Address	
Telephone	
Emergency nu	mber