

**EQUEST FARM, LLC
MONTHLY BOARDER AGREEMENT**

DATE: _____

This Agreement is made between _____ ("Owner") and Equest Farm, LLC ("Stable") regarding board of _____ ("Horse"). Owner warrants that he/she owns the above mentioned Horse and has the right to enter this legal contract. This Agreement shall be governed by Louisiana law.

1. **Fees and Terms.** Owner shall pay a fee of _____ per month, due by the 10th of each month. There is no proration of board. You will pay for the full month when you arrive as well as a \$500.00 damage deposit which is refundable, unless damage is done to the stall and has to be repaired. This is a monthly lease Agreement which renews automatically. Fifteen (15) days advance written notice is required to terminate this Agreement (see paragraph 3) and boarding fees continue to accrue in the absence of such written notification. Daily board is \$50.00 a day.
2. **Late Fees/Failure to Pay.** Any boarding payment not received by the 10th of each month will be subject to a late charge of \$25.00. Failure to pay boarding fees by the 10th of each month shall constitute a breach of contract and authorize Stable to immediately terminate contract and enforce liens pursuant to paragraphs 4 and 5 below.
3. **Termination.** Either Owner or Stable may terminate this Agreement by providing 15 days written notice to the other party. In the absence of written notice of termination to Stable, boarding fees continue to accrue. Thus, if an Owner wishes to terminate, written notice of termination must be received by the 15th of the month prior to departure or the Owner will owe the next month's boarding fees in full. No Horse shall be removed from the Stable until final payment of outstanding boarding fees are paid. Owner shall be liable for all attorney's fees and costs incurred in obtaining final payment. Termination under this provision may be with or without cause.
4. **Grounds for Immediate Termination by Stable.** Notwithstanding paragraph 3, Stable has the right to immediately terminate this Agreement if (a) Horse is determined to have transmissible disease; (b) Horse demonstrates dangerous propensities which place Stable staff, guests, or invitees at risk; (c) Owner violates Stable rule that no rider shall jump other than in lessons; or (d) Owner fails to pay boarding fees by the 10th of the month. In such event, Stable shall give Owner 48 hour notice to remove the Horse from premises. After all fees have been paid in full this Agreement is concluded.
5. **Right of Lien.** Owner is put on notice that, in the event of nonpayment, Stable has a right of lien under Louisiana revised statutes section 9:4661 and the right of sequestration of the Horse. If Horse is removed from the Stable before final payment of boarding fees, then Owner shall be liable for Stable's attorney's fees and costs incurred in recovering outstanding fees, including but not limited to sheriff's fees and storage fees spent in executing right of lien.
6. **Included Board.** Owner and Stable agree that board contracted under this Agreement will include stall and paddock rentals, feed, water and bedding for the Horse. Feed supplements provided by the Owner will be administered at an additional charge of \$50 per month. Fans, buckets and other removable objects will be paid for by the Horse Owner upon arrival and upon replacement. The Horse will be turned out, weather permitting, on a schedule as arranged between the Owner and the Stable.
7. **Additional Expenses Not Included:** The Owner shall be responsible for all other costs associated with maintenance and upkeep of the Horse specifically, but not limited to: farrier expenses, veterinary bills, medications, dietary supplements, transportation of the Horse, entry fees, and any other special equipment or fees. If Owner contracts with Stable for provision of these services or for training or lessons, those expenses will be billed on a monthly basis and must be paid timely. Failure to pay timely shall incur the same late fees set forth in paragraph two above and shall constitute a breach of this contract and grounds for immediate termination under paragraph four.
 - a. **Farrier Services.** Board does not include farrier services. If Owner utilizes the services of same farrier utilized by Stable, as a courtesy to Owner, by agreement, Stable may assist in arranging such services. However, Stable accepts no financial responsibility for farrier expenses. Failure to leave a check for the farrier prior to his arrival shall result in the Horse not being shod. No exceptions.

- b. Worming or Administration of Medications.** Board does not include worming or administration of medications by Stable staff. These services can be contracted with the Stable by the Owner for an additional cost. (See additional service costs on board document).
 - c. Grooming.** Board does not include any grooming services such as clipping or main pulling. Owner may contract with Stable for specific services. A list of fees for additional services is available upon request.
 - d. Exercise, Training & Lessons:** Board does not include training, or exercising of Horse. Owner shall be solely responsible for the exercise of the Horse. Training services are available at additional expense. Lessons are available at the published rate for Borders.
- 8. Vaccinations.** Upon arrival of Horse to Stable, proof of current vaccinations for West Nile and EU and a negative Coggins is required. The Horse must have proof of Rhino–Flu vaccination within 30 days of arrival to the Stable.
- 9. Emergency Care.** Should the Horse become sick or injured, Stable shall attempt to telephone Owner immediately at the emergency contact number provided by Owner. If Owner cannot be reached and if the state of the animal's health requires immediate action, the Stable is authorized to (but is not required to) request the service of a veterinarian of its choice or to give other attention that appears necessary. The Owner shall remain liable for veterinary bills. However, nothing in this Agreement will authorize Stable to incur veterinary bills in excess of \$300.00 without Owner authorization.
- 10. Evacuation Plan and Use.** Stable will close when municipal authorities recommend evacuation. Owner is solely responsible for evacuation of Horse. However, as an additional service, Stable will offer evacuation services but only to those Owners who pay a \$500.00 evacuation deposit by June 1 of each year. Owner shall be responsible for any fees associated with evacuation including additional Board, shipping and feed charges incurred during evacuation. These will be billed separately. At the end of hurricane season, any unused evacuation deposit shall be refunded to Owner. If an Owner opts not to utilize Stable's evacuation services, Owner is required to evacuate Horse. No Horses allowed to remain at Stable in the event Stable orders evacuation. Stable reserves the right to, but is not required to, remove any Horse not evacuated by its Owner at the Owner's expense.
- 11. Owner's Rights of Use.** During the term of this Agreement, Owner may visit the Stable at any time and may ride any time during hours of operation, except on Mondays. The Owner is not allowed to ride at night and turn on the lights after lessons are over. The Owner should schedule any lessons or schooling sessions with the Stable in advance. Lessons and schooling sessions will be billed at the published rate for Borders. No jumping is allowed unless in a lesson. Approved FEI helmets must be worn at all times when mounted on a Horse on the Stable property.
- 12. Owner's Additional Responsibilities.** Owner is required to regularly exercise and tend to Horse. If Owner goes out of town or is otherwise unable to get to Stable on a regular basis it is the Owner's responsibility to make arrangements for the Horse to be exercised and groomed. These services are not included in this Agreement. Owner must notify Stable of anticipated absences and provide alternative emergency contacts for those periods. If Owner fails to arrange for exercise and care of the Horse during Owner's absence, Stable reserves the right to (but is not required to) exercise the Horse and bill Owner at Stable standard rates.
- 13. Non-Owner Use of Horse.** The Horse may not be ridden by anyone other than Owner at Stable or professional rider designated and or approved by Equest Farm staff.
- 14. Release, Defense, Indemnity and Hold Harmless.** To the fullest extent allowed by law, Owner shall and hereby agrees to release, defend, indemnify and hold harmless Stable, and its members, managers, officers, directors, agents and employees, for any liability, loss, costs, claims, suits, damages, causes of action, expenses, including attorney's fees, arising from or in any way related to equine activities or the performance or anticipated performance by any party or person pursuant to this Agreement, **REGARDLESS OF ANY NEGLIGENCE OR FAULT ATTRIBUTABLE TO STABLE ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS.**
- 15. Training and Showing.** Owner has the right to show Horse during term of this Agreement. On-site training is limited to trainers approved by Stable. A current list of approved trainers is available from the Stable office.

16. Risk of Loss. During the time 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. Owner fully understands and acknowledges that Stable does not carry insurance coverage on any Horse not owned by Stable. Owner bears all risk of loss from death or harm or sickness to the Horse, and Owner is strongly encouraged to procure insurance to cover all risks of loss associated with any potential sickness, disease, theft, death or injury which may be suffered by the Horse.

17. Owner acknowledges that under Louisiana law, and equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from inherent risk of equine activities. La. R.S. § 9:2795.3. The terms, interpretation and enforcement of this Agreement are governed and controlled by Louisiana Law, and any and all claims relating or arising to this Agreement shall be brought in a court of competent jurisdiction in the State of Louisiana.

Accepted by:

Date: _____

Owner's Name

Owner's Address to be used for Written Notice
Address: _____

Emergency Telephone Contact:
_____ (Day)

City, State, Zip _____

_____ (Night)

Accepted by:

Equest Farm, L.L.C.

By: _____
Leslie B. Kramer, Manager
Equest Farm, L.L.C.

Date: _____

Written Notice to Equest Farm, LLC should be directed to:

Equest Farm, LLC
Attention: Leslie B. Kramer
1001 Filmore Ave.
New Orleans, Louisiana 70124

RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

I, _____, acknowledge the risk of accident and injuries to person and property in all Horse related activities. Therefore, in consideration of the services of Equest Farm, LLC, and the employees of Equest Farm, LLC: I agree to assume the risks of all accidents, loss or damage to any equipment, or personal property, injury, or illness, to myself, to any Horse owned by me, and to my family member or other person accompanying me on the premises of Equest Farm, LLC, or to any show or activity which Equest Farm, LLC attends. This agreement shall be valid and binding at any location at which Equest Farm, LLC is operating. I further agree to hold harmless and indemnify Equest Farm, LLC and its employees from any and all claims made by any person or entity which are in any way connected with, or incidental to services rendered to me or any family member by Equest Farm, LLC or any of its staff or employees. In my absence I authorize Equest Farm, LLC, its employees or any person affiliated with Equest Farm, LLC to authorize any emergency care they deem necessary for my Horse or members of my family.

I, _____, also agree to allow the staff members of Equest Farm, LLC or other people affiliated with Equest Farm, LLC to authorize medical treatment on any emergency basis in my absence or unavailability for both the Horse known as _____ and/or my child known as _____. I also agree to allow the staff members Of EQUEST FARM, LLC or other people affiliated with Equest Farm, LLC to seek emergency medical treatment for myself should I be rendered unconscious and/or unable to seek emergency care myself.

Rider:

All Allergies and pre-existing health condition for rider and horse are listed below:

Allergies: _____
Health Conditions _____
Primary Contact: _____ Secondary Contact: _____
Work Phone: _____ Work Phone: _____
Home Phone: _____ Home Phone: _____
Cell Phone/Pager: _____ Cell Phone/Pager: _____
Physician: _____ Phone: _____ Hospital: _____
Insurance Co.: _____ Policy No. _____ Phone No. _____

Horse:

Allergies: _____
Health Conditions _____

Veterinarian

Primary Contact: _____ Secondary Contact: _____
Work Phone: _____ Work Phone: _____
Cell Phone/Pager: _____ Cell Phone/Pager: _____
Major Medical Coverage: _____ Phone No. _____
Contact Person: _____

UNDER LOUISIANA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESION IS NOT LIABLE FOR ANY INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO La. R.S. 9:2795.1. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA

Signature of Owner (If 18 yrs or older)

Signature of Parent/Guardian (if under 18 yrs)

Print Full Name

Print Full Name

**NON-OWNER RIDER ACKNOWLEDGMENT AND
RELEASE, DEFENSE, INDEMNITY & HOLD HARMLESS AGREEMENT**

Subject to all of the terms, conditions and requirements of the Monthly Boarder Agreement by and between Equest Farm, L.L.C. ("Stable"), and _____ ("Owner") relating to the riding and use of _____ ("Horse"), the below described person ("Non-Owner Rider") is identified and authorized by Owner to ride Horse in the absence of Owner as provided and conditioned in Section 14 of the Monthly Boarder Agreement:

Non-Owner Rider: _____
Address: _____
Primary Contact: _____ Secondary Contact: _____
Work Phone: _____ Work Phone: _____
Home Phone: _____ Home Phone: _____
Cell Phone/Pager: _____ Cell Phone/Pager: _____
Physician: _____ Phone: _____ Hospital: _____
Insurance Co.: _____ Policy No. _____ Phone No. _____
Allergies: _____
Health Conditions _____

Owner and Non-Rider Owner hereby expressly acknowledge the risk of accident and injuries to person and property in all equine-related activities. Therefore, in consideration of the services of Equest Farm, L.L.C., and the employees of Equest Farm, L.L.C., Owner and Non-Rider Owner agree to assume the risks of all accidents, loss or damage to any equipment, or personal property, injury, or illness, to themselves, to any horse owned or leased by them, and to any family member, lessee, student, guest, or other person accompanying them on the premises of Equest Farm, L.L.C.

To the fullest extent allowed by law, Owner and Non-Rider Owner shall and hereby agree to release, defend, indemnify and hold harmless Stable, and its members, managers, officers, directors, agents and employees, for any liability, loss, costs, claims, suits, damages, causes of action, expenses, including attorney's fees, arising from or in any way related to equine activities, their use or riding of the Horse, or the performance or anticipated performance by any party or person pursuant to this Agreement, **REGARDLESS OF ANY NEGLIGENCE OR FAULT ATTRIBUTABLE TO STABLE ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS.**

Owner and Non-Rider Owner authorize Equest Farm, L.L.C., its principals, owners, members, officers, employees, or any person affiliated with Equest Farm L.L.C., to arrange any emergency care they deem necessary for them or members of their family. This agreement shall be valid and binding at any location at which Equest Farm L.L.C., is operating.

UNDER LOUISIANA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT LOUISIANA R.S. § 9:2795.3. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

ACKNOWLEDGED AND AGREED TO BY:

NON-OWNER RIDER

NAME: _____

DATE: _____

OWNER

NAME: _____

DATE: _____