

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. **Thirty (30) 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 30 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 1st 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.

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	Emergency Telephone Contact:
Address: _____	_____ (Day)
City, State, Zip _____	_____ (Night)
Accepted by:	
Equest Farm, L.L.C.	
_____	Date: _____
By: Leslie B. Kramer, Manager	
Equest Farm, L.L.C.	

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