

**DHF Horse Boarding Contract**

This agreement, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, between Dancing Horse Farm, Inc., hereinafter referred to as "DHF", an Ohio Corporation located at 4080 Weisenberger Road, Lebanon, Ohio 45036, and the undersigned, whose name and address is shown below and is the owner of the below described horse(s), hereinafter referred to as "Boarder".

**Boarder's Information:**

Name: \_\_\_\_\_ Birthday: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**This Contract Covers the Horse Described as Follows:**

Registered Name: \_\_\_\_\_ Barn Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Is Horse Registered? Y N  
Registration Organization: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Age: \_\_\_\_\_ Height: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_  
Markings: \_\_\_\_\_  
Is Horse Insured? Y N Insured Value: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Policy # \_\_\_\_\_ Insurance Company's Emergency Phone Number: \_\_\_\_\_

(Please provide a copy of your horse's insurance policy, if applicable)

Boarder warrants that s/he owns said horse. If horse is leased, then owner will provide a copy of current lease documentation detailing the complete nature of lessee's authority and responsibility for horse.

**1. Services Rendered**

- a. In exchange for the monthly boarding fee of \$695, DHF will provide the following:
  - i. One box stall, one feed tub, one or two water buckets depending on the horse's specific water consumption needs, and an appropriate amount of clean bedding. Stalls are cleaned daily.
  - ii. Owner is required to provide a heated water bucket during the winter.
  - iii. Morning and evening feedings of up to three pounds of grain and up to two flakes of hay per feeding per day will be provided. One to two flakes of hay are fed at lunch and night check as well based on the horse's body condition. Additional grain and hay beyond that provided by DHF can be fed at the owner's expense.
  - iv. Special feeds, medications, and/or supplements can be administered if properly bagged and tagged for each meal. It is the owner's responsibility to provide all supplements and medications for their horse in a single serving or SmartPak (SmartPak barn buddy code for shipping discounts: DHFarm) so that DHF staff only has to open one container to give horse its needed supplements.
  - v. Owner supplied grain/hay will be considered on a case-by-case basis only and does not equate to a discount off board rate. DHF will supply a variety of feedstuffs that should meet the needs of most horses.
  - vi. Continuous access to clean water both in the stall and pasture.
  - vii. Access to a salt and mineral block in pastures.
  - viii. Targeted deworming program - selective for only the horses that actually carry worms determined by fecal counts, instead of deworming every horse on the farm based on a predetermined 8 week timetable
  - ix. Turnout:
    - 1. Horses will be stalled during harsh weather conditions such as: storms, high winds, or when the ground condition is potentially dangerous (i.e. icy, muddy, etc.).
    - 2. Private turnout is available for an additional fee
    - 3. Application of protective boots (e.g. gallop or splint boots) on horse for turnout is included in the Full Care Board rate.

- x. Blanketing:
    - 1. If Boarder chooses to blanket their horse, the horse's "clothes" shall be rugged and waterproof being specifically designed for the rigors of turnout (not stable blankets-many stable blankets have been ruined from horses being accidentally turned out in them).
  - xi. DHF reserves the right to move boarded horses to different stalls, pastures, turnout groups to help our equine community better get along.
  - xii. Additional services such as grooming, exercising, hoof picking, etc are available for an additional charge (see DHF Fees Schedule).
- b. **Indoor, Outdoor Arenas, and Training Track.** All Boarders have the right to use all DHF's facilities: indoor and outdoor arenas, training track, lounges, lecture rooms, and tack rooms. DHF will not use all riding areas simultaneously, which will always leave riding areas available to Boarders. A schedule of all lessons and upcoming events is available at all times online via Schedulicity.com so that all Boarders can plan their riding schedule around events held at DHF. Boarders are permitted to use the arenas during lessons, but acknowledge that the instructor and student have the right-of-way.

## 2. Payment of Board

- a. All board payments are due in full in the payment box mounted in the office/lounge by close of business (COB) the first of each month. If board is paid in full by the COB the first of the month, Boarders may subtract a \$25 timely payment bonus. It is the Boarder's responsibility to know the board amount and to submit payment on time – automatic direct deposit into DHF's bank account is available. An invoice will only be provided for additional charges incurred during the course of the preceding month.
- b. Payments not received by COB the seventh calendar day of the month will be subject to a \$35 late fee. An additional \$35 late fee will be charged for each additional week that the payment is late.
- c. A NON-INTEREST BEARING SECURITY DEPOSIT OF ONE MONTH'S BOARD WILL BE PAID TO DHF UPON EXECUTION OF THIS CONTRACT.
- d. Board rates are subject to change. DHF will provide at least thirty (30) days written notice of all rate changes. Boarder is required to pay the current board rates, not just the rate specified by this signed contract.
- e. DHF will only accept board payments from the Boarder of the horse. For example, if the horse is leased to someone else in part or whole, it is still the responsibility of the Boarder to pay for the board in full. BOARDER ACKNOWLEDGES AND AGREES THAT REGARDLESS OF ANY AGREEMENT WITH ANY OTHER PERSON OR PERSONS, BOARDER WILL REMAIN RESPONSIBLE FOR PAYMENT OF ANY CHARGES OR FEES BY DHF IN CONNECTION WITH THIS AGREEMENT.

## 3. General Requirements of Boarders

- a. It is the Boarder's responsibility to keep current with DHF's Immunization and Health Policies.
- b. All Boarders are required to clean up after themselves and to keep all barn areas and grounds neat, clean and free of debris.
- c. DHF is not responsible for theft or damage to Boarder's personal property-make sure to include personal property kept at DHF on homeowner's insurance.
- d. Boarder acknowledges a "hands-off" policy regarding other horses, tack, and personal property. This includes feeding treats to any horse other than your own.
- e. DHF's Code of Conduct and Farm Rules will be posted and must be followed by everyone on DHF's property. Failure to follow such rules could result in dismissal from the property.

## 4. Incoming Horses, Dangerous Horses, Destructive Horses, and Equine Insurance

- a. All Boarders must provide a completed Equine Health Information Form available on the DHF Web site. Acceptance of the horse for boarding is contingent upon approval of DHF, based on the current immunization record and information provided on this form. DHF reserves the right to turn away any horse deemed to be a health risk to the other horses in their care.
- b. DHF reserves the right to refuse to accept, or choose not to keep, any horse that is determined to be dangerous to life or property. Boarder agrees to remove horse immediately upon notification of such condition. DHF reserves the right to quarantine the horse to protect the safety of the other horses in their care.
- c. DHF recommends that all Boarders carry full mortality insurance coverage on their horses at the Boarder's expense. If the horse is currently insured, Boarder shall provide all relevant information to DHF. DHF is not responsible for notifying the Boarder's insurance company of any disease, injury, or illness which the Boarder's horse may contract or incur.
- d. Horses deemed to be aggressive to other horses or people by DHF management will be required to be in private turnout

for an additional charge.

**5. Routine Medical and Farrier Care**

- a. All Boarders must provide the name and contact information of the veterinarian and farrier that they wish to use for the routine and emergency care of their horse.
- b. DHF uses Lebanon Equine Clinic (hereinafter LEC) as their farm veterinarian.
- c. Boarder can choose to participate in the DHF Equine Health Care Program which includes all required vaccinations and yearly Coggins test administered by LEC at the Boarder's expense paid annually. A copy of the vaccination schedule is available on the DHF Web site.
- d. Boarder agrees and recognizes it is their responsibility to have the horse trimmed and/or shod on a regular basis (regular means no more than 10 week intervals).
- e. Boarder agrees and recognizes it is their responsibility to have the horse's teeth examined by an equine dentist or veterinarian annually or as recommended by and equine dentist or veterinarian. LEC can provide dental care as part of the DHF Equine Health Care Program. If deemed necessary to the health and well being of the horse, DHF is authorized, but not required, to secure dental care and arrange for direct billing to the Boarder for such services.
- f. DHF is not responsible for veterinary care of Boarder's horse, including changing bandages, treating wounds, applying bandages, administering paste medications, etc., unless Boarder chooses to pay for DHF nursing care services.

**6. Emergency Care**

- a. In the event of an injury or illness, DHF agrees to attempt to contact Boarder should DHF believe that medical treatment is needed for Boarder's horse. If the Boarder cannot be reached, Boarder authorizes DHF to provide and/or secure emergency veterinary and/or farrier care required for the health and well being of Boarder's horse.
- b. Boarder agrees to hold DHF harmless from any and all claims for damage or injury to the horse or any person or other property arising from the provision of such emergency care under all circumstances.
- c. DHF will first contact the Boarder's primary veterinarian; if they cannot be contacted, or cannot respond in a timely manner, then the Boarder consents to treatment by LEC.
- d. Due to liability issues, DHF will not administer IV injections to any boarded horse with the possible exception of a dire emergency when veterinary help is not available and with the Boarder's verbal consent. In the case of a dire emergency with the Boarder's verbal consent, Boarder agrees to hold DHF harmless of any resulting problems and/or complications under all circumstances.
- e. If an illness or injury suffered by the horse is so serious that it requires referral to a specialist or hospital, Boarder hereby authorizes the attending veterinarian to refer such horse(s) for such specialty care to:

The \_\_\_\_\_ referral hospital or the referral hospital of Dr. \_\_\_\_\_.

Boarder imposes a \$\_\_\_\_\_ limit on such specialty care before Boarder must be contacted to proceed with further veterinary care.

If Boarder chooses to deny all specialty care for their horses, Boarder must initial here: \_\_\_\_\_

- F. UNLESS OTHERWISE INDICATED ABOVE, DHF SHALL ASSUME THAT BOARDER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS DHF IS INSTRUCTED BY BOARDER THAT THE HORSE IS NOT A SURGICAL CANDIDATE.
- G. BOARDER SPECIFICALLY AUTHORIZES HUMANE DESTRUCTION OF THE HORSE IF, IN THE OPINION OF THE ATTENDING VETERINARIAN, SUCH HUMANE DESTRUCTION IS NECESSARY AND UNAVOIDABLE, AND BOARDER OR BOARDER'S DESIGNATED AGENT CANNOT BE REACHED WITHOUT UNNECESSARILY PROLONGING THE HORSE'S SUFFERING.

If Boarder chooses to deny humane destruction in the event that Boarder or their agent cannot be reached, Boarder must initial here: \_\_\_\_\_

- h. Prior to any period during which Boarder will be unavailable, Boarder shall notify DHF as to what party is authorized to make decisions in the Boarder's place with regard to the health, well-being, and/or medical treatment of the horse.
- i. Charges incurred from veterinary expenses are the sole and exclusive responsibility of the Boarder, and should be paid directly to the veterinarian. DHF is authorized, as Boarder's agent, to arrange direct billing to Boarder for all costs of emergency veterinary care.

**7. Risk of Loss**

- a. DHF, its agents and/or employees, shall not be liable for the accident, injury, disease, theft, or death of any horse while in its custody or any other cause of action whatsoever arising out of, or connected in any way, with the boarding of the

horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on DHF's premises.

- b. Any and all insurance coverage for boarded horses including, but not limited to, any personal liability, accidental injury, theft, or equine mortality insurance, or for any other reason for which the horse is in the possession on the premises of DHF, is to be borne by the Boarder at Boarder's sole expense.
- c. If Boarder desires insurance coverage on Boarder, Boarder's horse, and/or Boarder's personal property, it is their responsibility to acquire and carry their own insurance policy.
- d. IN NO EVENT SHALL DHF BE HELD LIABLE TO BOARDER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000) PER ANIMAL. BOARDER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMAL(S) VALUED IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000), AT BOARDER'S EXPENSE, OR FORGO ANY CLAIM FOR AMOUNTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000). BOARDER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO BOARDER'S INSURANCE COMPANY. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT BOARDER'S RISK.

#### 8. Hold Harmless/Release

- a. Boarder hereby acknowledges and understands that under Ohio Revised Code Section 2305.321, et al. and specifically Section (B) (1) thereof provides that an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Further, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.
- b. Boarder hereby acknowledges that DHF is in compliance with Ohio Revised Code Section 2305.321 by having a sign clearly posted at the entrance to the indoor arena observation room.
- c. Further, Boarder acknowledges and understands that the following are inherent risks of an equine activity and that the following are the subject of this waiver of tort or other civil liability:
  - i. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
  - ii. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
  - iii. Hazards, including, but not limited to, surface or subsurface conditions;
  - iv. A collision with another equine, another animal, a person, or an object;
  - v. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
- d. In the event that the horse causes any property damage or personal injury while boarded at DHF, the Boarder agrees to hold DHF harmless from any and all liability, which may occur as a consequence, and agrees to pay for any and all damages to DHF property.
- e. Boarder holds harmless DHF, and its agents, employees, and representatives from any and all losses or damages to him/her self, family members, friends, and associates resulting from the boarding of his/her horses at DHF.
- f. A Release and Hold Harmless Agreement available on the DHF Web site will be required to be signed by each Boarder and each visitor, guest or invitee of each Boarder. Boarder further represents to DHF that this agreement is being made voluntarily. Boarder agrees that it is solely their responsibility to have any and all visitors, guests and invitees sign and witness a Hold Harmless Agreement and if the visitor, guest or invitee is a minor (under the age of eighteen years) the individual must have this Release and Hold Harmless Agreement signed by the minor's parent or legal guardian prior to using and being around any horse(s). Boarder further acknowledges and understands that this Release shall remain valid until it is revoked in writing by the DHF management.
- g. In the event a visitor, guest or invitee of the Boarder refuses to sign a Release and Hold Harmless Agreement, said visitor, guest or invitee of Boarder will not be permitted on DHF's property.
- h. Boarder acknowledges that unpredictability of horses poses a danger to children, and other people who are not used to being around horses. Children under the age of twelve (12) must be supervised at all times and in the custody and control of their parent/guardian. Boarder is solely responsible for all actions and consequences caused by their invited guests, visitors and children.

- i. Boarder acknowledges that *dogs are strictly prohibited* anywhere on DHF property. This is for the safety and well being of everyone, horses, dogs, barn cats, other farm animals, and people.
- j. Boarder also acknowledges and understands that DHF may provide a horse and equipment for Boarder's use. If so, Boarder hereby accepts any such horse and/or equipment "as is" and with all faults. In addition, Boarder acknowledges and understands that Boarder may be riding horses off of DHF's property and that DHF shall not be responsible for conditions off of DHF's property.

**9. Limitation of Action**

- a. Any action or claim brought by Boarder against DHF for breach of this agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**10. Termination of Boarding Contract**

- a. This contract shall remain in force until it is terminated by either party upon two week's written notice. However, if DHF deems any horse dangerous or undesirable, at DHF's sole discretion, Boarder shall remove any such horse at Boarder's expense immediately upon notification of such condition.
- b. The terms and provisions contained in this contract shall apply until the horse leaves the care of DHF.
- c. Boarder agrees to promptly remove any and all horses and personal properties upon the conclusion of this contract.
- d. Boarder hereby acknowledges and understands that under Ohio Revised Code Section 1311.48 in the event of nonpayment, the horse will be held as collateral, continuing to incur board and care charges for 60 days from the date determined to be delinquent. If at the end of 60 days, restitution has not been made, DHF has the Boarder's permission to sell or otherwise dispose of the horse. Boarder agrees to pay all expenses of such sale or disposal.
  - i. In the event DHF exercises DHF's lien rights for non-payment, this agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by DHF's representatives setting forth the material facts of the default and foreclosure as well as DHF's compliance with foreclosure procedures as required by law.
  - ii. In the event collection of this account is turned over to an attorney to assist in the collection of any sum owed, the Boarder agrees to pay all attorney fees, litigation expenses, court costs, and any other related expenses for which a minimum charge of two hundred fifty (\$250) dollars will be assessed. Any legal action taken by or against DHF shall be filed in the jurisdiction of the Warren County, Ohio court system.
- e. Failure to comply with DHF's Code of Conduct/Farm Rules or a breach of any part of this boarding agreement will result in a ten (10) day written termination notice of the boarding contract and forfeit of security deposit.
- f. Boarder is given the choice of either complying with DHF's immunization requirements or participating in DHF's Health Care Program. Noncompliance with these requirements without prior written veterinary and/or DHF approval will result in a ten (10) day written termination notice of the boarding contract.
- g. DHF reserves the right to terminate Boarder's contract on the basis of negligence, abuse, behavior unbecoming, etc. that causes undue harm, pain, or other negative consequences to horses, DHF's clients and/or staff.
- h. Provided that all outstanding bills and/or property damage have been paid, a two week written notice was given, and board paid for during the two week notice period, then the security deposit will be refunded within fifteen (15) days of the horse and all personal properties leaving Dancing Horse Farm. However, if boarder chooses to terminate this contract and vacate DHF's property without the required two week notice, then boarder forfeits their security deposit in its entirety.

This contract constitutes the complete and final agreement of the parties, and all prior agreements and representations are merged herein. This Agreement cannot be assigned by the Boarder without the expressed written consent of DHF.

Signatures below indicate the acceptance and compliance of the terms and conditions of this boarding contract and represents the full and final boarding contract between the parties. The Boarder acknowledges that he/she has examined the premises and his/her signature below acknowledges that the premises are in good and satisfactory order and repair.

THIS AGREEMENT IS SUBJECT to the laws of the State of Ohio. This Agreement shall be binding upon Boarder, its successors, assigns, guess and invitees and upon DHF, its successors and assigns.

\_\_\_\_\_  
Boarder's Signature

\_\_\_\_\_  
Boarder's Printed Name

By: \_\_\_\_\_  
Jennifer S. Truett, President  
Dancing Horse Farm, Inc.

Horse taken into care of Dancing Horse Farm, Inc. on \_\_\_\_\_  
Horse removed from care of Dancing Horse Farm, Inc. on \_\_\_\_\_

Boarder's Initials: \_\_\_\_\_