**GRANITE MOUNTAIN STABLES BOARDING CONTRACT**

**THIS AGREEMENT, for good and valuable consideration receipt of which is hereby** **acknowledged dated**

**The \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_ made by and between GRANITE MOUNTAIN STABLE, hereafter referred to as “STABLE”, providing services as a independent contractor, located at 2400 W. Shane Dr, Prescott, Arizona 86305 and**

**OWNER’S NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**residing at**

**OWNER’S ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred**

**to as “OWNER”. These parties warrant that they have the right to enter into an**

**AGREEMENT (CONTRACT)**

FEES/TERMS/LOCATION

In consideration of $ \_\_\_\_\_\_\_\_\_\_\_\_ per horse per month, paid by OWNER no later than 5th day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis, commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ 20 \_\_\_\_\_

Partial months boarding shall be paid on a pro rated basis based on the number of days boarded in a standard 30/31 day month. Board will be considered LATE after the 5th day of the month and a $30 late fee will be assessed.

**THIRTY DAY TERMINATION NOTICE IS REQUIRED**

Damage above and beyond normal wear and tear on stalls ( e.g. broken corral rails, damaged weather walls ) will be charged to the owner of the horse at cost of labor and supplies

 DESCRIPTION OF HORSE (S)

NAME -----------------------------------------------------------------------------------------

AGE -----------------------------------------------------------------------------------------

COLOR ------------------------------------------------------------------------------------------

REGISTRATION/TATOO ---------------------------------------------------------------------------

SEX ------------------------------------------------------------------------------------------

BREED -------------------------------------------------------------------------------------------------

INSURANCE CARRIER, POLCY & PHONE NUMBER --------------------------------------------------

PROPERTY IN STOREAGE ON STABLE’S PREMISES:

STABLE shall not be responsible for the theft, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner’s risk.

1. FEED & FACILITIES

 STABLE agrees to provide the following, in addition to normal and reasonable care of the horse(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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1. VACCINATIONS

Upon arrival of horse to STABLE, proof of current vaccinations is required: tetanus/sleeping sickness/influenza. Proof of tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly.

A negative current Coggins test is required from horses arriving out of state.

During an outbreak of significance deemed by the state/county vet, the health certificate must be specific to that disease.

1. RISK OF LOSS

During the time that the horse (s) is/are in the custody of STABLE, STABLE 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 at STABLE’S premises. OWNER fully understands and hereby acknowledges that STABLE DOES NOT carry any insurance on any horse (s) not owned by STABLE, including but not limited to such insurance for boarding or any other purposes, for which the horse (s) is /are covered under any 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 STABLE*, are to be borne by OWNER*

1. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury

caused by said horse, OWNER or his guests and invitees, to anyone, including but not

limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

1. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect,liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

1. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number

----------------------------------------------, should STABLE feel that medical treatment is needed for said horse (s) , provided however, that in the event the STABLE is unable to contact OWNER for said horse (s) within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such are who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s) . The cost of such care secured shall be due and payable by OWNER within FIFTEEN days from the date OWNER receives notice thereof , provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

EMERGENCY CONTACT AUTHORIZED TO MAKE HEALTH CARE DECISIONS FOR SAID HORSE (S) IF OWNER IS UNABLE TO BE REACHED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER ----------------------------------------------------------------------------------------------

PREFERRED VET/PHONE --------------------------------------------------------------------------------------

AMOUNT OWNER IS WILLING TO SPEND IF STABLE CAN NOT REACH YOU ----------------------

1. STABLE RULES

OWNER hereby acknowledges receipt and understanding of the current STABLE RULES, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these RULES and accepts responsibility for the conduct of his guests and invitees according to these RULES. OWNER acknowledges that RULES include but are not limited to those included in the provided addendum.

I have read and agree to the provided STABLE RULES & REGULATIONS

OWNER signature

STABLE may revise these RULES from time to time and OWNER agrees that any revisions shall have the same force and effect as current RULES. Failure, as determined in STABLE’S sole discretion, of OWNER or OWNER’S guests and invitees to abide by the STABLE RULES may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT

1. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, INCLUDING BUT NOT LIMITED TO ITEM #9, stable RULES. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable b the tenth day of the month and immediately in the event of a termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

1. ASSIGNMENT

This AGREEMENT may NOT be assigned by OWNER without the express written consent of STABLE.

1. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

1. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the state of ARIZONA for any amount due for the board and keep of horse (s) and also for any other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your

horse (s) after TWO (2) months of nonpayment or partial payment and STABLE can then sell horse (s) to recover its loss.

1. SPECIAL INSTRUCTIONS TO STABLE (i.e. feeding, important medical history, doctoring needs etc)

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THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF ARIZONA

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the date set forth above

BY (OWNER) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME

BY (STABLE OWNER OR BARN MANAGER)

PRINT NAME

Owner’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Evening Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact/Phone/Relationship