

Boarding Agreement for Nichols Ranch

This Agreement, dated this day of _____, 20____ is made between ***Nichols Ranch***, hereinafter referred to as "Nichols Ranch", located at 30197 Bridlepath Lane, Big Arm, Montana, 59910 and _____ residing at _____, owner of the below described horse(s), hereinafter referred to as "Owner".

Description of Horse(s)

NAME: _____

AGE: _____

COLOR: _____

SEX: _____

BREED: _____

USEF# _____

MICROCHIP # _____

Boarding Fee- Owner agrees to pay \$500 per horse per month, to be paid in advance, by the 1st of each month. Board is on a month to month basis. Credit card payments are accepted.

A security deposit of \$1,000 is required and will be applied to first and last month board. The security deposit is due upon delivery/arrival of the Horse.

A late fee of \$100 per month will be charged in addition to the amount due until the board and late fee are paid in full. If board is not received within sixty (60) days, owner will be liable for all fees associated with collecting any outstanding monies due.

The Owner is put on notice that Nichols Ranch has a right of lien, as set forth in the State of Montana for the amount due for the board and keep of said Horse. Nichols Ranch shall have the right without process of law to retain said Horse until the amount of indebtedness is discharged or take ownership of said Horse and sell or auction the Horse to satisfy payment.

Services included - Nichols Ranch agrees to provide normal and reasonable care required to maintain the health and well-being of the said Horse.

Care includes- worming, vaccines, care of minor cuts and scrapes, fly treatment (when needed) and hoof trimming.

Feed includes- Alfalfa grass mix or Timothy, nutritional supplements, warm beet pulp mash and electrolytes as needed.

We require that you send a rain sheet, mid-weight blanket and a heavy winter blanket with delivery of the said Horse. Horses are blanketed according to weather and their individual needs. Repair and cleaning of blankets is included, but when needed, replacement sheets and blankets are for the Owners account.

What is not included- Veterinary bills and end of life expenses. Rehabilitation expenses, teeth floating and shoeing needs (other than hoof trimming).

Risk of loss of horse- Nichols Ranch shall not be liable for any sickness, disease, theft, injury or death that may be suffered by Horse or any other cause of action, whatsoever, arising out of or connected in any way with the boarding of said Horse, whether caused by Nichols Ranch, its owners, operators, agents or any other party including acts of God.

Emergency Care- Nichols Ranch agrees to attempt to contact Owner should Nichols Ranch feel that medical treatment is needed for said Horse, but if Nichols Ranch is unable to contact Owner within a reasonable time, Nichols Ranch is then authorized to secure emergency veterinary care required for the well-being of said Horse. Owner of said Horse agrees to pay all cost of such emergency medical treatment. Nichols Ranch is authorized to arrange direct billing to Owner.

Rehabilitation- If said Horse is at Nichols Ranch for re-habilitation/therapy said Owner will have choice of two (2) veterinarians that Nichols Ranch uses or Owner may use their own selected veterinarian. If the latter is chosen, Owner will provide Nichols Ranch with selected veterinarian contact information prior to commencement of re-habilitation/therapy. Owner

will need to have current credit card information on file with either/or Nichols Ranch or veterinarian.

Termination of Contract- Either party may terminate this agreement by providing thirty (30) days written notice. All bills must be paid in full prior to removal of said Horse.

Indemnity- Owner shall defend, indemnify and hold harmless Nichols Ranch and its owners, operators and agents from any and all losses, costs (including attorney's fees and expenses), damages (actual, punitive and consequential), liens and liabilities whatsoever, specifically including any mechanic or materialmen's liens filed against Nichols Ranch related to or connected in any manner with the breach of any of the obligations imposed upon Owner in this agreement. As consideration for boarding said Horse at Nichols Ranch and for the use of its facilities, Owner agrees that Owner's successors in interest will not make any claims against, or sue, Nichols Ranch, its owners, operators, agents as a result of boarding horse even if claim is based on alleged negligence of Nichols Ranch. In addition Owner releases and discharges Nichols Ranch from all actions, claims or demands which Owner or Owners successors in interest may have now or at any time in the future for injury or damage to Owners or Owners property resulting from boarding Horse with Nichols Ranch , even if such claim is based on alleged negligence of Nichols Ranch.

Agreement- This agreement represents the entire and fully integrated agreement between the parties hereto with respect to the subject matter hereof. An oral agreement made prior to or contemporaneous with this written agreement between Nichols Ranch and Owner with respect to use of the premises is null and void. This agreement shall be construed in accordance with and governed by the laws of Montana. If any provision of this agreement or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this agreement shall not be affected thereby and each provision of this agreement valid to the fullest extent permitted by law. Both parties agree that any legal action filed with connection with this agreement will be filed in Lake County Superior Court, Lake County, Montana. Both parties submit to the jurisdiction of such courts and waive any right to object to such jurisdiction.

Signature Page

Owner's Name _____ Date _____

Address _____

Cell phone/ work phone _____

Signature of Owner _____

Signature of Nichols Ranch

_____ Date _____