



## Equine Boarding Agreement | Full Care

This Equine Boarding Agreement (the "Agreement") is being entered into by JMKO Knight Holdings, LTD DBA "Bristol Knight Farms" of 6600 Vrooman Rd. Painesville, OH 44077 ("Stable") and

Name: \_\_\_\_\_ ("Boarder")  
as of \_\_\_\_\_, 20\_\_\_\_\_.

**1. Term.** The term of this agreement shall be on a (1) year basis commencing on the date set forth above, and shall renew automatically for successive periods hereafter unless canceled on (30) days written notice by either party.

**2. Identification of Horse.** Boarder's horse(s) to be housed by Stable ("Horse" or "Horses"):

a. Name: \_\_\_\_\_ Value: \_\_\_\_\_ Age: \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Vices/bad habits: \_\_\_\_\_  
Insurance Information: \_\_\_\_\_

b. Name: \_\_\_\_\_ Value: \_\_\_\_\_ Age: \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Vices/bad habits: \_\_\_\_\_  
Insurance Information: \_\_\_\_\_

c. Name: \_\_\_\_\_ Value: \_\_\_\_\_ Age: \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Vices/bad habits: \_\_\_\_\_  
Insurance Information: \_\_\_\_\_

(If additional horses, describe separately and attach.)

### 3. Boarder's Contact Information.

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Driver's License: \_\_\_\_\_ State: \_\_\_\_\_  
Level of Experience: \_\_\_\_\_

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Driver's License: \_\_\_\_\_ State: \_\_\_\_\_  
Level of Experience: \_\_\_\_\_

If Boarder's information changes, or Boarder is going to be unavailable for a period of time, Boarder will notify Stable as soon as possible.

**4. Ownership of/Authority over Horse.**

a. Boarder represents and warrants that they are the Owner of record of Horse, or that they have express authority of the Owner of record to enter into this Agreement and to house Horse with Stable. If Boarder is not the Owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

b. **Identification of Owner of Record if Different Than Boarder.** If Boarder is not the Owner of record of Horse, the Owner of record is:

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Driver's License: \_\_\_\_\_ State: \_\_\_\_\_

**5. Boarding Fee.** Boarding fee for Horses described above will be \$ \_\_\_\_\_ per horse per month for boarding services, paid in advance. First month fee will be pro-rated to the 1st of the month based on a standard 30 day month. Board payment is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a \$25.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$25.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned check charges.

**6. Deposit.** A refundable deposit of \$ \_\_\_\_\_ is required at the commencement of this Agreement. Unpaid board or late fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder chooses to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded.

**7. Stable's Services.**

- a. Horses will be fed Stable provided grain (2) times daily and Stable provided hay (3) times daily. Any supplements must be bagged in daily quantities with instructions and will be added to feed to be administered as part of daily feeding.
- b. Stable shall have the right to use and/or require reasonable and customary restraints and training implements should they be necessary if, for example, horse refuses to move, is damaging Stable property, or becomes a danger to itself or others. If any horse continues to exhibit dangerous or destructive behavior for a period of not more than 2 weeks, Stable has the right to request Boarder to remove said horse from the Stable and the deposit, less damages and fees, will be refunded.
- c. If blanketing or fly cover is necessary, at Boarder's request Stable will assist and an additional \$10.00 monthly charge for blanketing/un-blanketing will apply. Boarder will supply own blanket(s) and is responsible for washing and seasonal storage.

Seasonal Blanket Storage: \$ \_\_\_\_\_ Blanket Washing: \$ \_\_\_\_\_ every \_\_\_\_\_

**8. Horse's Physical Condition/Special Care.** Except as specified in this section, to Boarder's knowledge, horse is current on all vaccinations, sound, disease-free, in good condition, and not in need of any special care. Please provide shot records and proof of negative Coggins test.

Notes/Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Horse's Behavior.** (Please list anything we should know about your horse(s):

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**10. Hours of Operation & Facility Access.** Boarder, boarder's vendors (veterinarian, farrier, trainer, etc.), and designated guests shall have access to Stable and Horse on the following schedule: (Summer) 9AM to 9PM (Winter) 9AM to 8PM. Additional times are available upon request. Boarder must accompany any guests or vendors unless submitted by Boarder in writing to Stable and approved in writing by Stable.

**11. Veterinary Care.** Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as:

Company Name: \_\_\_\_\_ Doctor: \_\_\_\_\_ Phone: \_\_\_\_\_ If

Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its preferred emergency veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.

**12.** Boarder agrees that Boarder will keep horse current on all customary worming, vaccinations, and Coggins including but not limited to West Nile, Lyme disease, tetanus, sleeping sickness, influenza, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale. Stable follows all AAEP guidance.

**13.** Boarder will supply Stable with a list of all current vaccinations/wormers and proof of a current (within 12 months) negative Coggins test prior to admittance to the Stable.

**12. Farrier Care.** Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services.

Farrier Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Boarder's farrier shall have access to Stable and horse during hours of operation and boarder must be present unless authorized in writing by Stable. If Boarder's farrier is unavailable and Boarder's horse is in urgent need of farrier services, Boarder authorizes Stable to call its preferred farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

**13. Trainer.** Boarder's trainer is:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Boarder's trainer shall have access to Stable and horse during hours of operation. Boarder must be present.

**14. Prohibited Activities.** Neither Boarder nor their guests or guests shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's Boarder and Stable has been notified by horse Boarder/Owner.

**15. Authorized Users.** Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Each User must sign the Stable's "Equine Release and Hold Harmless Agreement" and "Stable Rules" upon their first visit to the Stable. *(Forms located on main entrance hallway wall w/signage)*

**Boarders Designated users are:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship to Boarder: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Level of experience with horses: \_\_\_\_\_

Level of experience with this horse: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship to Boarder: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Level of experience with horses: \_\_\_\_\_

Level of experience with this horse: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship to Boarder: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Level of experience with horses: \_\_\_\_\_

Level of experience with this horse: \_\_\_\_\_

**16. Safety and Release from Liability.** By signing this agreement you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage, arising out of you or your child's presence and/or participation in equine activities at Stable, including injury, death, or property damage arising out of the negligence of Stable. Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms.

**17. Helmets and Safety Gear.** I understand that it is a requirement of the Stable to wear a riding helmet and to utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests. Initial: \_\_\_\_\_

**18. Horses are Inherently Dangerous. Warning - Under Ohio law (section 2305.321, civil practice inherit risk law), "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."** I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities. Initial: \_\_\_\_\_

**19. I am Responsible for my own Conduct and That of my Horse.** I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property. Initial: \_\_\_\_\_

**20. RELEASE AND WAIVER OF LIAIBILITY, AND ASSUMPTION OF RISK.** I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its Boarders, agents, or employees responsible for accident or injury to myself, my guests, or my guests/agents. Initial: \_\_\_\_\_

**21. Death or Injury to Horse.** Stable, its Boarders, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part. Initial: \_\_\_\_\_

**22. HOLD HARMLESS, DEFEND AND INDEMNIFY.** Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, members, investors, sponsors, insurers, parties and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. Initial: \_\_\_\_\_

**g. Costs, Attorneys' Fees, and Expenses.** In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include but not limited to the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements. Initial: \_\_\_\_\_

**17. Stable's Remedies.** If Boarder breaches this Agreement, if horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and horse hereunder, Stable reserves the right to require Boarder's immediate removal of horse, and to find alternative boarding for horse. If Boarder fails to do so, Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

**18. Amendments and Modifications.** The parties may amend this Agreement only by a written agreement executed by all parties.

**19. Notices.**

**a. Notice to Stable.** All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery:

**Bristol Knight Farms**  
6600 Vrooman Rd  
Painesville, OH 44060  
(440) 294.8875  
[boarding@BristolKnightFarms.com](mailto:boarding@BristolKnightFarms.com)

**b. Notice to Boarder.** All notices must be in writing and delivered to Boarder at Boarder's address listed above in this agreement, in a manner which provides proof of delivery.

**20. Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of the other parties.

**21. Entire Agreement.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

**22. Comprehension.** Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

**23. Governing Law and Venue.** This agreement shall be governed by the laws of the State of Ohio. Any legality and venue for resolution of disputes shall be filed and held in Lake County, Ohio court.

**24. Right of Lien.** Boarder 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 Ohio for any amount due for the board and keep of horse(s), and also for any storage or 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 non-payment or partial payment and Stable can then sell horse(s) to recover its loss. Initials: \_\_\_\_\_

**25. Stable Rules.** Boarder hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. Boarder 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. Boarder acknowledges the Rules include but are not limited to:

**a.** No smoking, no alcohol consumption, and no pets on Bristol Knight Farms premises.

- b.** All Boarders, Guests, Agents, Visitors must sign a liability waiver / hold harmless agreement.
- c.** Be aware of the location of fire extinguishers and the "Emergency Turnout Plan".
- d.** No person shall handle or ride a horse under the influence of any intoxicating substance.
- e.** All horses will wear a halter in pastures and when being moved.
- f.** Everyone will clean up after themselves and their horse, everywhere..
- g.** If you find a gate open, close it behind you.
- h.** No unaccompanied children under 15 in the barn; keep children under control for everyone's safety.
- i.** No borrowing anything without the owner's permission.
- j.** No food (hay, grain, carrots, etc.) or water in arenas.
- k.** No use of items in the refrigerator unless it is something you brought or you have the owner's permission.
- l.** Only farm management can operate tractors or any other powered equipment.
- m.** Follow all instructions from ranch management.
- n.** Everyone is required to wear an ASTM/SEI approved helmet when mounted on a horse for pleasure and instruction. The only exception is when working on liberty or groundwork.
- o.** No horses are to be turned out in arenas, unless authorized my management.
- p.** Long pants and closed-toe shoes must be worn for riding.
- q.** Do not give treats to horses other than your own, unless approved by the horse owner.
- r.** Turn off the lights in the arena/barn, close barn doors, and secure entrance gate if you are the last person in the area.
- s.** Lessons being conducted by our trainers have priority and right of way in the indoor arena and outdoor rings. Riders not in the lesson may be asked to "pull over" and wait in a safe area while students are jumping courses. If there is ever a question of control and safety, the trainer has the right to ask riders to use only a designated portion of the arena or to leave the arena until the lesson is finished.

Stable may revise these Rules from time to time and Boarder agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Stable's sole discretion, of Boarder or Boarder's guests and invitees to abide by Stable Rules may result in Stable declaring Boarder in default hereunder and result in termination of this Agreement.

Additional Services: (Please initial next to each desired service and note that prices are for each time the service is performed and are subject to change at any time.)

Boarder:

Print Name	Signature	Date

Bristol Knight Farms / Stable:

Print Name	Signature	Date