

# Bristol Knight Farms

BKF Equine Solutions, LLC  
6600 Vrooman Rd. Painesville, OH 44077

## Boarding Agreement & Intake

**Boarder Full Name:** \_\_\_\_\_ **Desired Facility Location:** \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Emergency Contact if Owner / Boarder cannot be reached, Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell / Work Phone: \_\_\_\_\_

### Horse Information:

Do you own this horse? \_\_\_\_\_ (Y/N) **If not, please have owner fill out boarder info form & sign boarding agreement**

Horse's Name: \_\_\_\_\_

Foaled/Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex (mare, gelding, stallion): \_\_\_\_\_

Markings: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Breed: \_\_\_\_\_ Other Identifying Marks: \_\_\_\_\_

### Medical History of Horse:

Colic: \_\_\_\_\_ Frequency: \_\_\_\_\_ Last Episode: \_\_\_\_\_

Method of Treatment: \_\_\_\_\_

Founder: \_\_\_\_\_ When: \_\_\_\_\_

Method of Treatment: \_\_\_\_\_

What do you prefer your horse to be fed? \_\_\_\_\_

Any known food allergies: \_\_\_\_\_

Habits/Vices (such as cribbing, biting, weaving, rinsing food, morning naps, etc.) \_\_\_\_\_

Does your horse have a history of escaping from stalls, or other enclosures? \_\_\_\_\_

**Ferrier:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

### Insurance:

Is the Horse insured? \_\_\_\_\_ (Y/N) What is the value of your horse: \$ \_\_\_\_\_

Insurance Carrier (Equine Mortality): \_\_\_\_\_ Policy Number: \_\_\_\_\_

Carrier's Address: \_\_\_\_\_

**Veterinary Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

May we contact your vet for a reference and to request a copy of your horses' shot record? [ ] Y [ ] N

### History:

Horses Current/Prior Board Location: \_\_\_\_\_

Phone: \_\_\_\_\_ How long has your horse been boarded at this location: \_\_\_\_\_

May we contact for a reference? [ ] Yes [ ] No

**Arrival Date:** \_\_\_\_\_

Desired Stall: (Check One): \_\_\_\_\_ Main Barn: \_\_\_\_\_ Aux Barn: \_\_\_\_\_ Pasture: \_\_\_\_\_ Other: \_\_\_\_\_

### Reference Check:

**Have you ever been asked to leave a boarding facility (i.e.- evicted) \_\_\_\_\_ (Y/N) If yes explain: \_\_\_\_\_**

**Please list the facilities you have boarded at recently... if you have not boarded recently please list 4 references minimum**

1. \_\_\_\_\_ (farm name) \_\_\_\_\_ (number) \_\_\_\_\_ (relation)

2. \_\_\_\_\_ (farm name) \_\_\_\_\_ (number) \_\_\_\_\_ (relation)

3. \_\_\_\_\_ (farm name) \_\_\_\_\_ (number) \_\_\_\_\_ (relation)

4. \_\_\_\_\_ (farm name) \_\_\_\_\_ (number) \_\_\_\_\_ (relation)

May we contact listed references? \_\_\_\_\_ (Y/N)

**I agree that all the information above is accurate to the best of my knowledge:**

**Owners Name:** \_\_\_\_\_

**Owners Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

BKF Equine Solutions, LLC DBA  
**Bristol Knight Farms**  
***Boarding Agreement & Intake***

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by & between **BKF Equine Solutions, LLC** herein after referred to as "Stable" and \_\_\_\_\_, hereinafter referred to as "Owner", "Boarder" and/or "Rider".

**1. FEES, TERM, AND LOCATION.**

Owner acknowledges and accepts those terms set forth in the Rate Schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to a finance charge of 10%. And shall be charged 10% per month until the full amount has been paid. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within four (4) days of said notice and for all fees incurred during the horse's presence upon the premises. This contract shall be deemed terminated and concluded upon the payment of all fees. **All Full Care Boarding Agreements are on a (1) one year, auto-renew term.** Term to renew (1) one calendar year from boarder signatory move-in date. A thirty (30) calendar day written notice is to be submitted from Boarder to Stable and mandatory to terminate all boarding agreements.

Board (is due in advance or on the 1<sup>st</sup> day of each and every month) at the rental rate of \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_ (mo./day/yr.), made payable to: ***BKF Equine Solutions, LLC*** and mailed or personally delivered to: 6600 Vrooman Rd. Painesville, OH 44077. Rent will be considered late if not received by 5:00 pm on the 5<sup>th</sup> day of each month. A "late fee" of 10% on the unpaid portion of rent will be applied and deemed as "late fee". In the event said payment is not received by the 10<sup>th</sup>, Stable shall be entitled to exert a lien against said horse, and personal property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Ohio. Owner understands that on the 10<sup>th</sup> day, Stable has the right to lock and secure horse(s) stall and Owner's possessions until said payment is received.

Prior to boarding at the facility, Owner shall deposit a security deposit in the amount of one full months board at \$ \_\_\_\_\_. Owner shall not use the security deposit to pay any month's rent. Stable may withhold from the security deposit only such amounts which are reasonably necessary to remedy any of Owner's defaults, including but not limited to: In the payment of past due rent, to repair damage to the stall or facility either by Owner's horse or Owner, exclusive of ordinary wear & tear.

**2. DESCRIPTION OF HORSE(S) TO BE BOARDED.**

Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

**3. HORSES WITH VICES**

-Horses that are known cribbers or are later found to be cribbing, will be required to wear: \_\_\_\_\_  
-Horses that are tail chewers will be required to have: \_\_\_\_\_  
-Horses that are overly aggressive will be required to: \_\_\_\_\_

If owner refuses to follow above requirements within 5 days of notification by stable, the stable has the right to purchase and apply reasonable supplies/precautions required. Owner will then be notified and charged fee for cost of supplies and time of implement.

**4. FEED, FACILITIES, SERVICES, AND OWNER RESPONSIBILITIES.**

Stable agrees to provide adequate agreed feed and facilities for normal and full care required to maintain the health and well being of the animals. Owner acknowledges that owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the Stable and are subject to change at Stable's discretion.

Owners are required to exercise, walk, and/or personally turnout horse(s) minimum of \_\_\_\_\_ times per week, inspecting their horse and informing staff of any concerns to then be documented and addressed by appropriate caregivers. If a personal turnout is declined, owner arrange for horse(s) to be exercised and/or turned out and notify Stable of who/when & complete person(s) deemed qualified by Stable management staff, complete appropriate document(s). If horse is kept in pasture board or a paddock it is not required. Stable has the right and may charge you for services rendered if horse(s) are not properly exercised.

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**5. RISK OF LOSS AND STANDARD OF CARE.**

DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S).

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner and that a certificate of insurance be furnished to Stable; the absence of such certificate shall result in an election of self-insurance by the boarder.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

**6. HOLD HARMLESS.**

Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

**7. EMERGENCY VET AND FERRIER CARE.**

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s) within a time period that the stables feels appropriate. All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

**STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.**

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

**8. LIMITATION OF ACTIONS**

Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within (90) calendar days of the date such claim or loss occurs. It is a material inducement for Stable to accept Boarder's horse(s) that Boarder intends and agrees to this private limitation of actions.

**9. SHOEING/TRIMMING AND WORMING.**

Owner agrees to provide the necessary shoeing or trimming and worming of the horse(s) unless otherwise agreed upon as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on stables required regular schedule, and in the event this is not accomplished and proof of such is not presented to Stable within thirty (30) days of requested information, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

**10. OWNERSHIP-COGGINS TEST.**

Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test if requested.

**11. CHANGES OR TERMINATION OF THIS AGREEMENT**

The parties agree that this Agreement may be changed or terminated upon thirty-(30) days notice, regardless of the rental period. **All notices must be issued in writing and given on the first of the month.** Boarders that leave without written, received and acknowledged receipt of notice will

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be assessed a full month's rent (board) which shall be deducted from the security deposit. Deposit will be refunded within 30 days after vacated stall, tack lockers, trailer storage area(s) are inspected (if applicable). The posting of updated rate schedules in Stable shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

**12. RULES AND REGULATIONS.**

The Owner agrees to abide by all the posted rules and safety regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s). Boarder is responsible for reading and keeping a current copy and record of Rules/Regulations and Displayed: Permanent/Temporary Cautionary Signs.

**13. RIGHT OF LIEN/ FORCLOSURE.**

The Owner is put on notice that Stable has a right of lien, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications and foreclosure. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed. Owner understands that to the extent of any law or regulation may provide for rights and or duties other than those set forth in this section, the parties agree to waive such rights and duties and will agree that this section will control.

**14. PROPERTY IN STORAGE ON STABLE'S PREMISES.**

Owner may store certain tack and equipment on the premises of Stable with no additional charge to Owner. Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, trailer(s), or equipment or other property stored at Stable, Owner understands that any items are stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Hooks, cabinets, and any items permanently attached to tack shed door, walls or shelving must remain so removal does not cause damage. Vehicles cannot be stored upon the premises and in the event that a vehicle is left unattended it will be subject to the same rate as daily trailer storage cost. Trailers must be for the use of horse transportation, must have current registration and in good cosmetic and operable condition. Boarders may trailer in/out day of shows and occupy reasonable parking lot areas, but not obstruct the in/out of business and operational traffic, facility functions, delay other owners/boarders.

**ADTL: Trailer Storage Rate: \$ \_\_\_\_\_ / per month, (added to rent.)**

**15. INHERENT RISKS AND ASSUMPTION OF RISK.**

The undersigned Owner and all guests of Owner acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

**16. ENTIRE AGREEMENT.**

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Ohio, and shall be enforced and interpreted in accordance with the laws of said State.

**17. ENFORCEABILITY OF CONTRACT.**

In the event one or more parts of this contract are found to be unenforceable or illegal, a court of competent Ohio jurisdiction may sever such provisions so that the other portions here of shall be deemed in full force and effect.

**RELEASE OF LIABILITY**

The undersigned Owner and all guests of Owner acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control

Boarder Initials: \_\_\_\_\_

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over the animal or not acting within such participant's ability. Owner also agrees to have all guests sign a release of liability form located at Stable.

\_\_\_\_\_  
(Initials) (Name of Owner/Rider)

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefore. Rider agrees to abide by and follow Stable's current rules and regulations, which an updated version shall be posted. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Stable.

\_\_\_\_\_  
(Initials) (Name of Owner/Rider)

Rider (or Rider's parent or guardian) agree to hold harmless, indemnify and defend Stable against any and all claims, demands, causes or action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of 6600 Vrooman Rd. Painesville, OH 44077 and the facilities located thereon.

\_\_\_\_\_  
(Initials) (Name of Owner/Rider)

In the event the Rider is using Rider's own horse, Rider warrants said horse shall be free from infection, contagious or transmittable diseases. Stable reserves the right to refuse service to or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed by Stable dangerous or undesirable. Rider/Owner will assume all costs associated due to infection, contagious or transmittable diseases and will not hold Stable liable.

As a material inducement for Stable to accept Rider and any equine, Stable requires that any action brought under this Agreement shall be brought within (90) days of the incident of accident giving rise to said claim. Rider agrees that damages shall be limited to Two-Hundred Fifty Dollars (\$250.00) for property damage, medical or other actual expenses incurred, and a maximum of Five-Thousand Dollars (\$5,000.00) for damages such as pain and suffering, or loss of life. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

**AUTHORIZATION TO OBTAIN MEDICAL TREATMENT FOR MINOR CHILD**

Stable is hereby authorized to obtain any and all medical treatment Stable deems reasonably necessary for my minor child/children. Parent/Guardian agrees to bear any and all cost connected therewith. Stable shall incur no financial liability for medical treatment obtained pursuant to this authorization.

Name(s) of Child(ren)      Date of Birth      Tetanus Shot Date

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

Health Insurance Carrier: \_\_\_\_\_ Plan or ID Number \_\_\_\_\_

**PROTECTIVE EQUESTRIAN HEADGEAR AND RELEASE AGREEMENT WARNING**

I, for myself and/or on behalf of my child or legal ward, have been warned and advised by Stable and I do understand that not wearing protective headgear increases the risk of serious injury and/or death. I the rider and/or parent or guardian, if minor, agree to wear protective headgear at all times when engaging in equestrian activities and engage this activity at my/permit their own risk.

\_\_\_\_\_  
(Initials) (Name of Boarder/Rider)

**RELEASE OF LIABILITY**

I, for myself and/or on behalf of my child or legal ward, heirs, administrators, personal representatives or assigns, release and discharge the Stable and their respective officers, directors, employees, trainers, agents, representatives, insurers, assigns, and others acting on their behalf, or and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated or

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unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a result of wearing or not wearing an SEI Certified – ASTM Equestrian Helmet.

\_\_\_\_\_  
(Initials) (Name of Boarder/Rider)

Boarder agrees that in the case of any potential legal action arising with STABLE mediation will act as a precondition to any arbitration. Furthermore, in the case of any potential legal action arising with STABLE arbitration will act as a precondition to any litigation.

\_\_\_\_\_  
(Initials) (Name of Boarder/Rider)

**AUTHORIZATION TO OBTAIN EMERGENCY VETERINARIAN AND/OR FARRIER TREATMENT**

Management is hereby authorized to obtain any and all emergency veterinary and/or farrier treatment Stable deems reasonably necessary for my horse. Owner agrees to bear any cost connected therewith and shall pay promptly upon billing by the veterinary care provider and/or farrier. All costs of such care secured shall be paid Owner. Stable shall incur no financial responsibility or liability for veterinarian treatment or farrier services obtained pursuant to this authorization. Stable shall have a right to act on a reputable presumption that Owner desires surgical care if recommended by a registered veterinarian in the event of colic, or other life-threatening illness or situation, unless Stable is instructed herein that the horse is not a surgical candidate.

**PLEASE MARK ONE OF THE FOLLOWING:**

\_\_\_\_\_  
Yes, my horse IS a surgical candidate, \_\_\_\_\_ No, my horse IS NOT a surgical candidate.

\_\_\_\_\_  
(Initials) (Name of Boarder/Rider)

**AUTHORIZATION TO RELEASE HORSE FROM FACILITY, SECURITY**

Stable is hereby authorized to allow any and all person(s) listed below to remove horse(s) and/ or personal property of Owner. I, the Owner, hereby authorize and grant the below listed individuals the authority for removal of my horse(s) and/or personal property from the Stable Facilities and Grounds. (i.e. - trailering, private care services etc.)

Name: \_\_\_\_\_ Phone/Plate Number: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone/Plate Number: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone/Plate Number: \_\_\_\_\_

Stable shall incur no financial or legal responsibility once horse(s) has been removed from the Stable Facilities or Grounds.

\_\_\_\_\_  
(Initials) (Name of Boarder/Rider)

**ENTIRE AGREEMENT**

This Contract represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated in written agreement. This Contract is made and entered into in the State of Ohio, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNER AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENTS FOR SUCH PARTIES MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. BOTH SPOUSES MUST SIGN FOR THEMSELVES. I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Signature of Owner (Authorized Agent) \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Owners Parent or Guardian (If owner is a minor) \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ (Cell) \_\_\_\_\_

Stable Owner and/or Leasee: (Authorized Agent) \_\_\_\_\_ Date: \_\_\_\_\_



## ***BKF Equine Solutions, LLC***

### ***Boarding Agreement & Intake***

The following is a list of rules and regulations: The following is a list of rules and regulations: **RESPECT OF OTHERS:**

\*The horse owner understands and agrees that the facility grounds are to remain at all times, suitable for other persons in such area, and that no belligerent, malicious, defamatory, lewd, vulgar, profane, racist, or otherwise objectionable conduct or language will be tolerated. The horse owner hereby consents that his/her conduct will at all times be dignified and civil, and hereby authorizes his/her immediate expulsion and permanent exclusion from the facility grounds if he/she breeches this covenant.

\*Spending quality time with one's horse is precious to all of us. Boarders will respect the privacy of each individual and not impose on them with gossip, personal problems or unwanted advice. \*Boarders will be held solely responsible for any of their guests on the facility grounds at all times.

#### **RELEASE FORMS:**

**\*Release forms are required for any person who comes on to the facility grounds. See management for forms if you cannot locate them in the barn.**

#### **ATTIRE:**

\*Proper equestrian shoes/footwear **are required** to be worn at all times while on the facility grounds by owners/boarders, patrons, guests, staff.

\*Appropriate clothing is required. No bathing suites, excessively revealing clothing, or any clothing deemed inappropriate by management will not be tolerated

\*It is the responsibility of the riders/owners/boarders to always wear protective headgear at all times for any type of riding. All riders understand that there is an inherent risk when riding and that it is recommended to always wear a properly fitted and approved riding helmet. If no approved protective equestrian helmet is worn it is at the riders own risk.

\*It is recommended that all persons who do jump, have appropriate instruction, training and an observer with them who can assist should an accident occur.

#### **ALCOHOL:**

\*Alcohol is not permitted by boarders on grounds. No person(s) under the influence of alcohol is permitted to ride or handle horses.

#### **TRAIL COURSE/ JUMPING OBSTACLES:**

\*The trails and jump obstacles located on the facility are available for your use. If you or your horse moves an obstacle please return it to its original storage place. This includes all jump poles must be returned to their original jump cup and height if you are to knock down a rail.

#### **SMOKING:**

\*Bristol Knight Farms is a NON SMOKING FACILITY. **NO SMOKING** of any kind is permitted on BKF Equine Solutions LLC DBA Bristol Knight Farms grounds. Please report any violations to owners or staff.

#### **TRAINERS/ INDEPENDENT CONTRACTORS:**

\*Only insured trainers who have received approval from barn management may train and/or instruct on facility grounds.

\*If you "appear" to be giving a lesson/ training or giving advice this is considered a lesson situation and it is not allowed without approval from Stable.

#### **HORSE HANDLING, RIDING, BLANKETING, SUPPLEMENTING, ETC:**

Horse owner **MUST** be present if you are to handle a horse other than your own. This includes blanketing, riding, handling, supplementing, etc. The exception to this rule – insured, stable approved trainers are allowed to handle non owned horses.

#### **LEASE HORSES:**

Leases are permitted at Stables discretion. If a boarder would like to lease their horse, a lease application, BFK sub-agreement and a copy of their potential lease agreement must be submitted to Stable. Stable reserves the right to reject leasing applicants at their discretion.

#### **PERSONAL ARTICLES:**

\*Stable is not responsible for boarders lost, stolen or damaged personal property, this includes but not limited to vehicles and trailers.

\*All tack and supplies, with exception of the halter, lead rope and/or blanket, are to be stored in the tack room.

\*Any items not properly stored may be picked up by stable management and/ or employees and placed in a designated lost and found area. After two full weeks and no claiming of item(s), stable has full right of possession of item(s) and may throw away, donate, or do with whatever is deemed appropriate by management.

\*No Tack Boxes/ Trashcans/ Containers will be allowed in front of stalls without approval from stable management

#### **TYING OF HORSES:**

\*At no time will the boarder or handler tie a horse to any of the stall gates, arena gates or fencing.

\*Horses should only be tied in designated tie areas

#### **CRIBBING HORSES:**

\*Horses that crib will may be required to wear a cribbing collar. Any damage caused by the cribbing will be charged to the owner for replacement and/or repair costs. Facility has the right to put a crib collar on any cribbing horse(s) and charge the owner for the incurred costs including but not limited to supplies and labor.

#### **MAINTENANCE:**

\*It is the shared responsibility of both the boarder and Stable to report any problems or maintenance issues regarding broken jumps, gates, stalls, etc.

#### **CONCERNED BOARDERS:**

\*If a boarder has any problems or concerns pertaining to their horse's stall, feed, or well-being, it is their responsibility to inform management in person or through a written letter/note. At no time should the boarder request such change or information from the facility maintenance employees, as they will not have the authority to act upon or change such policy or procedure.

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***Boarding Agreement & Intake***

**HOURS:**

\*The facility alarms turn off and unlock at 9:00 AM and close at 8:00 PM. Spring/Summer show seasons 6:00 AM and close at 8:30 PM.

**CHILDREN SUPERVISION:**

\*All children must be under adult supervision at all times while on the facility grounds.

\*It is not the responsibility of the Stable, Trainers, or it' Staff to supervise children while on facility grounds.

**STORAGE:**

\*Do not leave grooming bags or personal fans outside of your stall or tack locker, if they are not removed within 24 hours stable has the authority to dispose of or remove such unapproved items.

**CLEANLINESS:**

\*It is the responsibility of the boarder/owner to ensure that all areas used for clipping or shoeing are cleaned to their respective state upon completion.

\*Brooms and rakes are available, and please return them when finished.

\*Muck buckets are for manure only; please put trash in designated trash cans.

\*Please remind your farrier to clean up and use a magnet to pick up metal nails and fines. It is at the management's discretion that if at any point the ferrier does not follow these rules the ferrier will no longer be allowed on facility grounds.

**VEHICLE USAGE AND PARKING:**

\*Motor driven vehicles, with the exception of Stable's, Vet's, Farrier's, and Trainer's vehicles, are to be confined to the roads and parking locations within the facility grounds, except when loading and unloading heavy supplies, such as grains. **PLEASE DRIVE SLOW! Driveway Speed: 5 MPH**

\*Please do not drive into the pathways, grass/pastures, past gates or block doorways.

\*Please do not block the barn aisle, trailers, vehicles or other neighboring stalls at any time.

\*Vacant trailer parking spaces may be used as temporary overflow parking for vehicles, when not occupied. Please promptly relocate if a trailer returns.

**DOGS:**

\*Management reserves the right to restrict any and all dogs from property if there are any safety concerns or issues. Dogs must stay with owner at all times and are to not ever be left unattended. Owner to clean up after dog.

**TRAIL RIDING:**

\*It is required that boarders notify someone when leaving the stables to trail ride. For boarder safety; please write who/when/where on whiteboard.

\*All boarders are to be held responsible to stay on respectable trails and not to trespass onto any adjacent private property or open fields.

**HAY:**

\*Boarders are not permitted to access any hay storage lofts for any reason.

**SAFETY:**

\*It is the responsibility of the boarder to ensure that proper arena etiquette is maintained. This includes left-shoulder to left-shoulder when passing in opposite directions, and continual movement of horses in arenas so as not to conflict with other riders in the same arena.

\*Stallions are to be handled only by persons over the age of 18

\*Any horse and/ or rider that is deemed hazardous or a danger to other riders and or its participants may be asked to leave by management.

**LANDSCAPING:**

\*Horses are allowed to graze on seasonal grass growing but please do not allow horses to graze on planted agriculture and landscaping. Please be careful of some weeds as they may be hazardous to your horse's health

**WASH RACKS/ HORSE WASHING:**

\*The washing of horses is to be confined to wash rack areas only. No exceptions will be made.

\*All manure should be swept to the side and removed.

\*All hoses will be equipped with a shut-off spray nozzle in an effort to conserve water, and the nozzle may not be removed for any reason at any time

**PAINTING/ REMODELING OF STALLS & TACK SHEDS:**

\*Boarders are not permitted to paint or add any additions to any stalls or tack sheds without prior written approval by manager.

\*Boarders are permitted to attach nails, screws, and shelving into studs of tack sheds (not walls) but cannot remove of such construction once installed

**JUMPING:**

\*If you are under the age of 18 you must be under trainer or adult supervision to jump. Jumping is considered a dangerous sport and possibly a hazard to other riders if you do not have proper control of your horse-- therefore if you would like to use our jumps you are required to be in a "jumping lesson program" with an approved onsite trainer or you must have prior management approval. If instructor is giving a jumping lesson we ask that other jumping riders are considerate and wait to jump.

**DRIVEWAY(S):**

\*For no reason should horses be ridden in any parking areas or driveway(s). Moving of horses/walking horses on a lead is permitted. Violation(s) will result in either a repair fine and costs or dismissal from Stables.

I agree to follow all rules and regulations listed above:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



***BKF Equine Solutions, LLC***  
***Boarding Agreement & Intake***

1. SALT/ MINERAL BLOCKS: (1) salt/mineral block/ lick in feeders or hanging on stall fences
2. STALLS ADDITIONS: No wood boards, mesh, wire, hotwire, tarps, screws, nails, etc. are permitted without management approval.
3. HORSE LICKS/TOYS: No Popsicle or "toy food" may be hung in stalls (may be placed on the ground in a feed tub provided by the owner)
4. FEEDS: Wet feeds such as beet pulp and bran mashes are allowed
5. WATER BUCKETS: Maximum of two water buckets are permitted in stalls. No large (5 gallon) water buckets permitted.
6. RUBBER MATS: Stall mats are permitted but please do not block aisles. No rinsing of stalls and/or mats permitted, **only by staff.**
7. BEDDING:
  - a. Must use acceptable bedding options such as Dry stall, Fine Pine Bedding/ aka "***Provided Premium Bedding***" (fine/small wood shavings), Absorbent, Pellets, Cedar rest, Rice hulls (NO MEDIUM- LARGE WOOD CHIP SHAVINGS!).
8. STORAGE: No bedding or feed may be stored in front of your stall.

**\*\*Not following these requirements may result in a fine and/or a \$20/ hour labor fee to fix the problem(s) and/or the cost(s) incurred for damages\*\***

**I agree to follow all stall requirements listed above:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**MONTHLY RENT BREAKDOWN**

STALL/BOARD \$ \_\_\_\_\_

ADDITIONAL COST(S) \$ \_\_\_\_\_

MONTHLY TOTAL ..... \$ \_\_\_\_\_

***BKF Equine Solutions, LLC***  
***Boarding Agreement & Intake***

**Instructions - Please complete all 4 steps.** If you would like to authorize **CEC Stables** to deduct your monthly payments by automatic deduction please:

1. Complete the form below. If your account is a joint account both account holders must sign this form.
2. Attach a voided, unsigned check to the form.
3. Return the original form and the voided check to CEC Stables.
4. Retain a copy of this form for your files.

We will process your account for automatic deduction as soon as possible after we receive your form. The authorization form must reach our office by the 5th of the month to begin your automatic payment for the month.

## **ACH Authorization Form (optional)**

I (we) hereby authorize BKF Equine Solutions, LLC to initiate debit entries to my (our) account in the entity named below ("institution"), and I (we) authorize the institution to accept and to debit the amount of such entries to my (our) account. Each debit shall be made each month in an amount equal to the withdrawal amount indicated.

\_\_\_\_ Checking      \_\_\_\_ Savings      (Check One)

Bank (Institution) Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

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

Route #/ABA No. (First nine digits encoded on your check) \_\_\_\_\_

Account Number \_\_\_\_\_

\$ \_\_\_\_\_ Withdrawal Amount (BKF Equine Solutions, LLC may change amount if additional services are rendered or removed)

Withdrawal Date (circle one):    1st    5th      Start Date: mm/yy \_\_\_\_\_

This authorization is to remain in full force and effect until all amounts payable to BKF Equine are paid in full or until I revoke the agreement as hereinafter provided. Any revocation shall not be effective until BKF has received written notification from me of my desire to terminate this agreement in such time and in such manner as to give BKF a reasonable opportunity to act on it. I understand that I will be notified of any payment changes debited to my account. BKF reserves the right to cancel a borrower's participation at any time.

Borrower's Name \_\_\_\_\_ Account Holder's Name (please print) \_\_\_\_\_

Joint Accounts: Holder's Signature (Joint Accounts) \_\_\_\_\_

Holder's Names (please print) \_\_\_\_\_ Second Holder's Signature \_\_\_\_\_

Date of Authorization \_\_\_\_\_ Account Holder's Telephone Number \_\_\_\_\_

E-mail: \_\_\_\_\_

# ATTENTION! ALL GUESTS MUST COMPLETE THIS FORM

Additional copies are located in main hallway. Please ask a staff member if you need assistance.

## RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BKF EQUINE SOLUTIONS, LLC

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD IF APPLICABLE) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF ANY SUBSIDERIES OR OWNERS, CEC STABLES, THE TRAINER(S), THE MANAGEMENT, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

I, \_\_\_\_\_ (and if applicable my minor child \_\_\_\_\_) (Hereinafter the Undersigned ) reside at  
(Street Address) \_\_\_\_\_, in  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_.

In consideration for allowing me (and/or my minor child if applicable) to be in close proximity to horse(s), to ride, and/or handle horse(s) and on behalf of myself, and/or my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, may but is not limited to buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot/feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider/ handler or spectator to be injured, fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear. I further understand that it is my responsibility to be instructed in the proper methods of handling and riding a horse, and that I should wear proper safety equipment at all times while riding horses, including without limitation, a helmet and riding boots, and that it is my sole responsibility to obtain safety equipment and safety instruction for this sport .

I, for myself and/or on behalf of my child or legal ward, have been warned and advised and I do understand that not wearing an SEI Certified – ASTM Equestrian Helmet and/or proper riding equipment increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.

4. RIDING LESSONS/ RIDING. I HEARBY AGREE THAT I AM RESPONSIBLE FOR MAINTAINING CONTROL OF THE HORSE I RIDE; AND THE INSTRUCTOR OR ANY OTHER PERSON WILL NOT BE HELD LIABLE.

INITIALS

5. I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) continuously enter and exit the facility in close proximity to the areas and in the same areas in which horses are kept, groomed or ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the facility. I also understand that people are working, walking, running, riding, handling horses, lunging horses, "turning out" horses, dogs bark, flags and other objects wave and other activities and conditions not limited to above listed items, these may cause horses to react in an unpredictable and dangerous manner without warning.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR ANY OTHER PERSONS AND THEIR HORSE OR PROPERTY CAUSED BY ANY SUCH REACTION OF MY HORSE OR OF ANY OTHER HORSE UNDER MY CONTROL.

I am aware and understand that rain, runoff, or over-watering may cause the riding surface of the rings and grounds to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, grounds and fields at the facility any at any time be wet, slippery, rutted, eroded, rocky or contain holes.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR TO ANY OTHER PERSON AND THEIR HORSE OR PROPERTY CAUSED BY MY HORSE OR ANY HORSE UNDER MY CONTROL ENCOUNTERING UNSAFE CONDITIONS OF THE RINGS, ROADS OR GROUNDS WHETHER SUCH CONDITIONS WERE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

6. RELEASE, DISCHARGE AND PROMISE NOT TO SUE: Stable, management, owners trainer(s), and any employees of such for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment.

7. Release Stable, management, owners, trainers, and any employees of such from any claim that Stable, management, owners, trainers, and any employees of such were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment

provided by Stable, management, trainers, owners and any employees of such or being on the premises of the Stable, which resulted in loss, damage, injury or death.

8. INDEMNIFY, AND SAVE AND HOLD HARMLESS Stable, management, trainers, and any employees of such from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or use of saddles, bridles, equipment and gear provided there with from or contributed to by me or my child's own negligence.

9. Agree to abide by and follow any instructions given or rules established by the Stable, management, trainers or any of its employees, guides or wranglers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

10. Agrees that the Undersigned has read and understands the following language of Section 2305.321 of the Ohio Revised Code which provides "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless voluntarily release Stable, management, trainers, and any employees of such from all liability for claims arising out of the matters set forth herein. The Undersigned understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters for the herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in any other claims or cause of action.

11. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Ohio and is intended to be as broad and inclusive as is permitted by Ohio law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

12. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable, management, its owners, trainers, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

13. IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS NOT AVAILABLE AND HAS NOT BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY. IF I (AND/OR MY CHILD) DECLINE TO WEAR A HELMET IT IS AT MY/OUR OWN RISK.

(PLEASE INITIAL HERE):

**I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver of Liability as a condition to BKF Equine Solutions, LLC allowing me and/or my child to ride, handle, and/ or be in close proximity to horse(s). I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of enjoying horses and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.**

Name: \_\_\_\_\_

Signature

Date: \_\_\_\_\_