

ASPEN RIDGE RANCH
Equine Center
BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 2009, made by and between Aspen Ridge Ranch Equine Center, hereinafter referred to as "STABLE", located at 4 Mane Trail, Red Lodge, MT and (Owner's name) _____, residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 2009. Initial fee will be first and last months board. Partial months boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30 day month. At termination of lease, unused board will be returned to Owner, less any unpaid or damage fees.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

Name: _____

Age: _____

Color: _____

Registration/Tattoo: _____

Sex: _____

Breed: _____

Number (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable):

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s). Please refer to Aspen Ridge Ranch Boarding sheet and sign below.

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required.

Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly.

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

5. 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 physical injury or disability the horse may receive while on STABLE's premises.

6. 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.

7. 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 so contact OWNER 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 care 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. If the STABLE must make the decision as to the extent spent on saving a horse, an agreed upon amount of _____ has been pre-determined by the OWNER.

8. 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 the Rules as listed on separate sheet, Aspen Ridge Ranch Rules, by signing below.

STABLE may revise these Rules from time to time and OWNER agrees any revision 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 STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

9. 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 by the tenth day of the month and immediately in the event of 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.

10. ASSIGNMENT

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

11. NOTICE OF TERMINATION

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

12. 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 Montana 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.

13. Special Instructions to STABLE

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Montana.

Executed at _____ on the date first set forth above.

By: _____

By: _____

Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone : _____

Evening Phone : _____

Cell Phone: _____