

J&S SPORT HORSES INC. 350 Gamblers Run, Dillon, MT 59725
BOARDING AGREEMENT

Boarder Name: _____

Address: _____

Home Phone Number: _____

Emergency Phone Number: (if different from Home Number) _____

Veterinarian Phone Number: _____

Farrier: _____

Farrier Phone Number: _____

Horse's Full/Registered Name: _____

Horse's Short Name: _____

Breed: Sex: Age:

Horse's Job Description: (e.g. Hunter/Jumper, Dressage,Reiner, Halter, Pet, etc.)

Does this horse have any stall vices? (e.g. cribbing, weaving, kicking etc.)

Does this horse have any disabilities? (e.g. founder, lameness, blindness, etc.)

Proof of Vaccinations

Date

West Nile _____

Five Way Way _____

Strangles (pinnicale) _____

Coggins _____

Health Certificate _____

J&S Sport Horses Inc. Boarding Agreement

This is an agreement to board the horse named on page 1. This agreement is between the person named on page 1 as "Boarder" (hereafter referred to as "Boarder") and J&S Sport Horses Inc. 350 Gamblers Run, Dillon, Montana 59725 (hereafter referred to as "J&S Sport Horses"). The effective date of this agreement is _____.

FEEES AND TERMS Boarder agrees to pay _____ per month, to be paid in advance of boarding, care and services. Any horse beginning board on any day other than the first of the month will be charged on a pro-rated basis (monthly stall rent / number of days in that month X number of days to be boarded). Rates may be changed with 30 days written notice by J&S SPORT HORSES to Boarder. Boarder is expected to keep a current account. Boarder may not remove any horse from the J&S SPORT HORSES premises without J&S SPORT HORSES prior knowledge. All bills must be paid in full prior to the horse being removed. **A 15% late fee will be charged according to the above board, if not paid by the 10th of each month.**

J&S SPORT HORSES will provide a well maintained, clean stall. J&S SPORT HORSES will feed good serviceable hay on a schedule deemed appropriate by J&S SPORT HORSES staff. Any special feeding requirements must be separately arranged with the J&S SPORT HORSES staff and will be at the Boarders expense. J&S SPORT HORSES staff will put on and take off one blanket per horse per day, if Boarders horse requires more than that it will be a \$20 charge per month. Any horse requiring the J&S SPORT HORSES Staff to medicate or treat them more than one day will be charged a fee to be determined by the extent of time it will take. Boarder is responsible to pay for any damages to the facility or grounds that is outside of normal wear and tear. The indoor and outdoor arenas will be maintained and available to the Boarder at the times determined by J&S SPORT HORSES staff. The Boarder understands that J&S SPORT HORSES may from time to time conduct riding lessons, shows, competitions, clinics and other gatherings which may preclude use of the arenas by Boarder. Boarders may not have outside trainers and/or instructors ride their horse or give them a lesson. ***All Boarders shall wear a helmet when mounted.***

DEFAULT AND TERMINATION This Boarding Agreement is for a month to month tenancy, and either party may terminate this Agreement by giving the other party **thirty days notice** of intent to terminate, or temporarily leave. Either party may terminate this Agreement for failure to the other party to meet any material terms of this Agreement. In case of any default by one party, the other party shall have the right to recover attorney's fees and court cost as a result of said default.

LIENS FOR CHARGES J&S SPORT HORSES shall have a lien on the horse named above for all unpaid boarding and other charges resulting from the boarding of the horse. Boarder agrees that in the event the specified boarding charges are not paid within thirty days after they become due and payable.

J&S SPORT HORSES may exercise its lien rights and in connection therewith may dispose of the boarded horse for any and all unpaid charges at private sale or public sale, pursuant to Montana Law. In the event the sale does not secure a sufficient price to pay the unpaid charges, plus cost of sale, Boarder shall be liable to J&S SPORT HORSES for the difference.

OWNERSHIP Boarder specifically represents that he/she owns the horse to be boarded or has written permission from the owner to board the horse at J&S SPORT HORSES. Boarder further represents that there are no liens or other encumbrance against the horse, expressed or by law.

RELEASE OF LIABILITY It is specifically agreed that during the term of this Agreement, the risk of injury, damage, or loss of the boarded horse shall be assumed by Boarder, and J&S SPORT HORSES shall not be liable for any injury or damage to any horse arising out of or from the boarding horse, or may accrue from any cause in connection therewith, including loss by fire, theft, running away, death or injury. Boarder represents that he/she has read and agrees to the "Assumption of Risk and Release of Liability" appended hereto.

Printed Name

Signature

J&S SPORT HORSES Boarding Agreement

In the event that the horse becomes injured, ill or distressed, J&S SPORT HORSES agrees to attempt to contact Boarder should J&S SPORT HORSES staff believe that medical treatment is needed for the horse. If J&S SPORT HORSES is unable to contact the Boarder within a reasonable amount of time under the circumstances or does not receive definitive instructions on the horse's care, J&S SPORT HORSES staff may take such action as they deem necessary, including engaging veterinary professionals, to insure the well being of the horse. The Boarder agrees to be responsible for any related expenses. J&S SPORT HORSES may have the Boarder billed directly by the health care provider or may chose to pay the bill and bill the Boarder.

Any disputes concerning the construction or effect of this Agreement shall be governed by the laws of the State of Montana.

DATE OF AGREEMENT the parties have executed this agreement on the day of _____.

Boarder

J&S SPORT HORSES Representative