

# Seclusion Farms

## SECLUSION FARMS: BOARDING AGREEMENT

### PLEASE READ CAREFULLY BEFORE SIGNING

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE.

**THIS AGREEMENT**, dated the \_\_\_\_ day of \_\_\_\_, 2020, made between Soteria Farms, LLC doing business as "Seclusion Farms" with its principal business located at 2435 Cherokee Rd., Athens, GA 30605, hereinafter called "STABLE"; and

FULL NAME (PRINT): \_\_\_\_\_ hereinafter called "OWNER".

ADDRESS: \_\_\_\_\_

PHONE NUMBER: (cell) \_\_\_\_\_ (home) \_\_\_\_\_

EMAIL: \_\_\_\_\_

HORSE(S) NAME(S): \_\_\_\_\_ BOARD TYPE: \_\_\_\_\_

### 1. FEES, TERM & LOCATION.

OWNER agrees to pay STABLE the monthly sum of \$ \_\_\_\_\_, per horse per month, less any earned discounts or credits, for boarding services for the herein described horse(s) to take place at the STABLE located at 2435 Cherokee Rd., Athens, GA 30605. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month. Monthly board includes adequate feed and facilities for normal and reasonable care required to maintain the health and wellbeing of the animals as well as use of all facilities and arenas. Full board includes use of an in-barn stall w/daily cleaning and daily turnouts. Board will not be prorated when away for clinics, shows, at vet facilities, or for training.

Monthly board shall be due in advance on the 1st of each month. The board is due before the 5th of each month (OWNER will be charged a Late Fee of \$25.00 per horse/contract after the 5<sup>th</sup>). There will be a \$35.00 fee for any returned checks, or more if the bank changes their fees as they often do.

Additional Services may be added at the OWNER's request for additional fee(s) as outlined below:

Bath	\$20	Dynasport or Wellness Senior	
Grooming	\$10	(If more than 1 scoop 2x per day)	
Blanketing (Pasture		(Prices below are twice per day)	
Boarders only)	\$30/month	Additional ¼ scoop	\$20/month
Hand Walking	\$10/walk (15-20 minutes)	Additional ½ scoop	\$40/month
Holding	\$10 per horse	Additional ¾ scoop	\$60/month
Soaked Alfalfa	\$30/month	Additional 1 scoop	\$80/month

Please note that we will feed up to 5 lbs. of Seminole feed per day. Due to the fact that we feed a higher quality/premium feed, we charge extra for any additional feed (outlined above). We charge our cost for any additional feed (no upcharge). We also feed soaked beet pulp free of charge if desired.

STABLE provides trailer parking for a fee of \$ 0 per month, or \$ 0 per week, per trailer. There are no assigned parking spaces and spots are on a first come basis. Any damage or loss to trailer is the responsibility of the OWNER. OWNER agrees to indemnify, defend and hold STABLE harmless against all claims, expenses, damages, liabilities including attorneys' fees and negligence arising from storing trailer vehicle on the premises. We reserve the right to, for any reason, at any time to cancel anyone's trailer parking privileges. Please include following information if you plan to park your trailer on STABLE premises:

Trailer Description: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

State: \_\_\_\_\_ Color(s): \_\_\_\_\_ License Plate#: \_\_\_\_\_

The STABLE'S fee schedule may change at any time. Should such change be required, STABLE shall give OWNER no less than 30 days written notice. The STABLE must reserve this right given the changing costs of running a STABLE, including but not limited to the cost of hay, electricity, water, and the like.

OWNER agrees and understands that it is OWNER's responsibility to provide Horse with proper veterinary care, veterinary services, hoof care, and farrier services.

The OWNER has seen and accepted the property "As Is" and is satisfied with the conditions of said property. Insurance on their horse is the OWNER'S responsibility to purchase from an appropriate company of their choosing. The OWNER also acknowledges and accepts the fact that Barn Manager or Owner may not be present at all times.

**2. HORSE DESCRIPTION AND INFORMATION.** (IF MORE THAN ONE HORSE, AN ADDITIONAL SHEET FOR EACH ADDITIONAL HORSE MUST BE FILLED OUT AND WILL BECOME A PART OF THIS AGREEMENT)

Horse Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Markings: \_\_\_\_\_

Type of Feed Currently On: \_\_\_\_\_ Type of Hay Currently On: \_\_\_\_\_

Supplements: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

Does your horse any dangerous habits: \_\_\_\_\_

Special Instructions / Needs: \_\_\_\_\_

**Medical History Of Horse:**

Colic: \_\_\_\_\_ Frequency: \_\_\_\_\_

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

Other: \_\_\_\_\_ Description: \_\_\_\_\_

Allergies, if known: \_\_\_\_\_

Date of last worming: \_\_\_\_\_ Type used: \_\_\_\_\_

**3. EMERGENCY CARE.** Should STABLE feel that medical treatment is needed for said horse(s) and STABLE is unable to 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, by any licensed provider(s) of such care 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. STABLE is authorized by OWNER to arrange direct billing by said care provider to the OWNER.

**Emergency Contact Information** (if OWNER cannot be reached)

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

Street/State/Zip: \_\_\_\_\_

**Veterinary Emergency Contact:**

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

This Horse \_\_\_ IS or \_\_\_ IS NOT considered a surgical candidate in the event of serious illness or injury.

Owner's Initials \_\_\_\_\_

**4. FEED & FACILITIES.** STABLE will supply grain and hay twice per day. STABLE will supply water with the cost of board. The feeding of supplements, supplied by the OWNER, will carry no additional charge. Any and all medications, under a veterinarian's direction, to be given or applied to their horse by the STABLE shall be charged for accordingly at the rate of \$2 per application by the STABLE. Any such medications shall be supplied by the OWNER to the STABLE with clear instructions on where and how often the OWNER wants the

medication applied. Medications that can be given along with feeding will have no application cost. The OWNER takes full responsibility for the liability of their horse and the medication that is being given to said horse. Please make sure the feed room board is updated with the horse's correct feed / supplement instructions. Supplements and Feed provided by the OWNER are to be clearly labeled with the horse's name, amount to give, and when to give (AM or PM). It is solely the OWNER's responsibility to ensure feed and supplements provided by the OWNER are stocked in the feed room.

Blanketing is included with Full Board during the winter months as needed and if desired. Blanket(s) are to be provided by the OWNER and labeled.

**5. TRAINING.** STABLE will allow certain trainers to provide training services for OWNER and OWNER'S designees as requested. Trainers are not employees of STABLE but are independent contractors to OWNER and OWNER'S designees and will bill OWNER or such designees for such services as requested. STABLE recommends that any third party trainer OWNER works with have their own professional liability policy in place as your policy will not cover any liability arising from their training or advice. Trainer will provide evidence of such insurance of which will be kept on file at STABLE. Otherwise the OWNER shall be solely responsible for the exercise of the animal(s).

**6. RISK OF LOSS.** During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE'S premises. The OWNER fully understands that STABLE does not carry any insurance on any horses not owned by it, STABLE carries no insurance for OWNER'S horse covered under any 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 is in the possession on the premises of STABLE, are to be borne by the OWNER. OWNER is hereby warned that while on STABLE'S premises direct loss, damage, theft, or injury to OWNER'S horse, tack, equipment, personal belongings and trailer are not covered by STABLE'S insurance. The actual OWNER, having financial interest in such items, must carry his or her own personal property insurance under a homeowner's, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse.

**7. HOLD HARMLESS.** In consideration of STABLE undertaking the board and related services under the terms set forth herein, OWNER agrees to hold STABLE and its associates, employees, volunteers, owners, assigns and agents, harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to indemnify and pay any legal fees, and/or expenses incurred by STABLE in defense of such claims.

**8. RISK OF LOSS-INSURANCE.** OWNER acknowledges that there could be a risk of injury, damages, or loss of life to said horse by keeping said horse at pasture. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of injury incurred in boarding said horse at the STABLE. OWNER also acknowledges that his or her property, including but not limited to the vehicle, horse trailer, tack, equipment, and any other property, may be at risk of damage when located in the pasture area of the STABLE. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of such property being located in the pasture area. The undersigned(s) further agree(s) to hold the OWNERS harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse. It is agreed that during the term of this Agreement the risk of said horse shall be assumed by OWNER, and in the event of loss or injury of the horse, OWNER agrees to hold STABLE harmless from any loss or injury to said horse. It is specifically understood that the STABLE is not providing any type of insurance for the horse or OWNER.

**9. OWNERSHIP AND VACCINATIONS UPON ENTRY ONTO PREMISES and ONGOING VACCINATIONS AND DE-WORMING.** OWNER warrants that he/she owns said horse. Horse shall be free from infectious, contagious or transmittable diseases. Required: worming, immunization record and negative Coggins test. STABLE may schedule a "clinic" with their primary veterinarian at which time OWNER will have the option to obtain necessary de-worming, vaccinations, oral hygiene, genital hygiene, or what the veterinarian recommends for that time of year. STABLE recommends OWNER follow a de-worming schedule according to the type of de-wormer the OWNER is using and for horse to have vaccinations in the spring and fall of each year. OWNER agrees to provide proof of such de-worming and vaccinations upon request of STABLE, if they are not obtained through the STABLE'S "clinic". STABLE reserves the right to refuse any horse if not in proper health upon arrival. STABLE reserves the right to notify OWNER within 7 days of horse's arrival if horse

is, in STABLE'S opinion, deemed dangerous, sick or undesirable for boarding at STABLE. In such case, OWNER is responsible for removing horse within seven (7) days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.

**10. RIGHT OF LIEN.** The OWNER is put on notice that STABLE has a right of lien, as set forth in the law of the State of Georgia for the amount due for the board and keep of such horse, as well as storage and shall have the right, without process of law, to retain the said horse and all of OWNER'S equipment until the amount of such indebtedness is discharged. Furthermore, OWNER hereby grants a possessory lien against the boarded horse to STABLE for the value of all unpaid charges resulting from boarding, late fees and the rendering of any other services to horse. Should such charges go unpaid, STABLE shall be entitled to exercise the right to enforce said lien according to the laws of Georgia. OWNER should make every attempt to work with the STABLE in working out a payment plan before they get into trouble. Please, just come talk, we can work things out.

**11. STABLE'S RIGHT TO REFUSE BOARD.** STABLE reserves the right to refuse the continuation of board of any horse for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices for which STABLE is not equipped to handle; OWNER'S refusal to obey STABLE rules and policies or to cooperate with STABLE on reasonable requests relative to the management, welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horses. In such event STABLE shall give OWNER ten (10) days written notice to remove boarded horse from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle STABLE to immediately terminate this Agreement, and to keep the animal in STABLE'S possession until all fees and charges are paid in full.

**12. VISITOR PERMISSION TO RIDE OR HANDLE HORSE.** In the event someone other than OWNER and/or OWNER'S family members call for, or seek possession of, the boarded horse at STABLE, such parties shall have written permission of other agreed upon pre-arranged permission to remove, handle, or ride specific boarded horse. All riders of horse on STABLE property are required to sign a Rider's Waiver and abide by all farm and STABLE policies as posted. Owner will ensure compliance by all its associated visitors and riders to all requirements.

**13. AGREEMENT SCOPE AND GOVERNING LAW.** This Agreement shall be legally binding upon STABLE and OWNER and OWNER'S parents and/or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement is entered into in the State of Georgia and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with State Law then that single part is null and void.

**14. DEFAULT.** Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default.

**15. ASSIGNMENT.** This Agreement cannot be assigned by the OWNER without the express written consent of STABLE.

**16. TERMINATION.** This Agreement is a month-to-month tenancy and either party may terminate this Agreement for any reason by giving the other party 30 days written notice thereof. Texts and/or emails are considered written notice.

**17. RULES AND POLICIES.** STABLE will post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of OWNER or OWNER'S designees and/or visitors shall constitute a default under this Agreement. **Rules and Policies are outlined on a separate document, which must be signed.** Rules and Policies will also be posted in the barn and on STABLE's website, [seclusionfarms.com](http://seclusionfarms.com)

**18.** Further, all persons designated as OWNER in this Agreement on behalf of themselves and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue STABLE, its officers, directors, shareholders, employees, volunteers, agents, contractors, farriers, veterinarians and trainers and their successors and assigns with respect to any loss or damages, injuries or death to OWNER and the horse utilized by them or to any other property of theirs, whether caused by the acts of any such

persons or otherwise.

This release specifically covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity including, but not limited to, any of the following:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- c. Hazards, including, but not limited to, surface or subsurface conditions;
- d. A collision with another equine, another animal, a person, or an object.
- e. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

The term "equine activity" is defined to include, among other things, the activities you engage in at STABLE with respect to the riding and boarding of horses and the term "equine activity participant" includes you identified as OWNER and other riders and boarders in that regard. OWNER, on behalf of themselves and his/her designees, and their respective representatives, heirs and assigns, hereby releases, waives, discharges and agrees not to sue STABLE, its officers, directors, shareholders, employees, volunteers, agents and contractors and their successors and assigns with respect to any liability or claim made by any person with respect to the loss, sickness, disease, estray, theft, injury or death of the horse, whether caused by the negligence of STABLE or otherwise. OWNER also similarly and to the same extent, releases such persons named above from any claims or demands with respect to any first aid, treatment or other services rendered to OWNER or OWNER's designee or the horse utilized by OWNER or OWNER's designee in connection with the services contemplated by this Agreement.

**WARNING**

**Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia annotated.**

I, THE UNDERSIGNED, CERTIFY THAT I AM OF LEGAL AGE AND SOUND MIND AND AM NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, AND THAT I UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. I CERTIFY THAT I HAVE EITHER READ, BEEN GIVEN THE OPPORTUNITY TO READ, OR HAD SOMEONE READ TO ME, THE FOREGOING AGREEMENT IN ITS ENTIRETY, AND I HAVE EXECUTED IT FREELY AND VOLUNTARILY, OF MY OWN FREE WILL AND CHOICE, WITHOUT ANY INFLUENCE OR DURESS FROM ANY OTHER PARTY.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**"STABLE"**

Soteria Farms, LLC dba Seclusion Farms  
2435 Cherokee Rd.  
Athens, GA 30605

I give permission for  
Seclusion Farms to publish  
photos of your horse on our  
website or Facebook  
page:

**Yes** \_\_\_\_\_ (initial)  
**No** \_\_\_\_\_ (initial)

**"OWNER"**

**FULL NAME (PRINT):**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_ **DATE:** \_\_\_\_\_

**SECLUSION FARMS: BOARDING AGREEMENT**  
**ADDITIONAL HORSES INFORMATION (ONLY NEED TO COMPLETE IF MORE THAN ONE HORSE)**

**HORSE DESCRIPTION AND INFORMATION.** (THIS SHEET WILL BECOME A PART OF THE BOARDING AGREEMENT)

Horse Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Markings: \_\_\_\_\_

Type of Feed Currently On: \_\_\_\_\_ Type of Hay Currently On: \_\_\_\_\_

Supplements: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

Does your horse any dangerous habits: \_\_\_\_\_

Special Instructions / Needs: \_\_\_\_\_

**Medical History Of Horse:**

Colic: \_\_\_\_\_ Frequency: \_\_\_\_\_

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

Other: \_\_\_\_\_ Description: \_\_\_\_\_

Allergies, if known: \_\_\_\_\_

Date of last worming: \_\_\_\_\_ Type used: \_\_\_\_\_