



Temporary Stabling Agreement

This Agreement is made between The Oaks Equestrian Center (the Center), and _____ (Owner/s) owner of the horse(s) described in point 1 below.

Owner Information:

Address: _____

Tel. Numbers: Permanent: _____ While horse is stabled: _____

1. Description of Horse(s):

Horse 1: Name (registered, if available, and "barn name"): _____

Breed: _____ Color/Markings: _____

Age: _____ Gender: _____ Height: _____ Reg./Tattoo No: _____

Is horse insured? If so, what instructions should we follow during an emergency while your horse is stabled? _____

Horse 2: Name (registered, if available, and "barn name"): _____

Breed: _____ Color/Markings: _____

Age: _____ Gender: _____ Height: _____ Reg./Tattoo No: _____

Is horse insured? If so, what instructions should we follow during an emergency while your horse is stabled? _____

2. Fees:

(a) In consideration of \$ _____ per horse, per day, or \$ _____ total for the entire overnight stabling period, paid by Owner prior to the commencement of the stabling period, the Center agrees to temporarily board said horse beginning on _____ for _____ days (includes nights if applicable). "Temporary board" refers to the provision of shelter, clean bedding/footing, and clean water. Turn-out, and daily scheduled feeding of grains and/or hay are not included in temporary board. All foodstuffs and feeding to be provided by owner.

3. Standard of Care: All care for temporary boarding is to be provided by owner. For the safety of all horses, please provide any special instructions/considerations/information regarding horse, such as "Bites, Kicks, Needs halter on, etc.:" _____

The parties acknowledge that horses are at times unpredictable and their actions are not subject to anticipation and/or are beyond the control of the Center. The Owner agrees that for any personal injury or property damage caused by acts which are deemed a violation of the standard of care as provided for herein, in which the horse's action contributed in any way, the Center shall not be deemed liable for any portion of the injury or damage resulting from such act, notwithstanding other provisions of this Agreement.

4. General Health: Owner is required to have a current (within 1 year) Coggins Test and proof of current vaccinations on file with the management office prior to the commencement of temporary boarding. Owner agrees to be responsible for all shoeing, vetting and dentistry required by horse to be maintained in ideal health, including regular vaccinations and any necessary medical care during temporary boarding.

5. Emergency Care: If emergency treatment is needed, the Center will attempt to contact Owner, however, in the event Owner is not reached, the Center has the authority to secure emergency veterinary and/or farrier care. Owner is responsible for paying all costs relating to this care. The Center is authorized as Owner's agent to arrange billing to Owner. Owner hereby authorizes the Center, and their employees to act on his/her behalf with full power of attorney regarding any notification which might be required



under any insurance policy listed in Paragraph 1 above in the event of emergency care. Owner agrees that he/she shall be solely responsible for notifying their respective insurance carrier and completing any and all actions required as conditions precedent to the insurance policy. The Center may for the benefit of the Owner act to inform the carrier with information pertinent to the horse or required by the policy, however, the Owner agrees to hold the Center harmless for any such transmittal or failure to transmit information as it relates to any claim of insurance. The Center may administer emergency care, pursuant to a licensed veterinarian's recommendation, notwithstanding its inability to contact the appropriate insurance carrier or the Owner without further liability.

Regular veterinarian name and number: _____

Regular farrier name and number: _____

Regular dentist name and number: _____

6. Risk of Loss Release and Waiver of Liability:

Owner hereby specifically acknowledges and agrees contrary to any law, statute or provision that while the horse is boarded at the Center, the Center shall not be liable for and is specifically released from any and all claims and obligations for any injury, sickness, death, or theft suffered by the horse, the Owner or the Owners invitees or for any other cause of action arising from or in connection to the boarding, keeping, care, maintenance and/or training of the horse. Owner fully understands that the Center does not carry any insurance for any horses not owned by it for boarding or for any other purposes, for which the horses are covered under any public liability, accidental injury, theft, or equine mortality insurance; all risks are expressly and specifically assumed by Owner.

Owner agrees to hold the Center harmless from any loss or injury to said horse, Owner or invitee. All damages or costs which are incurred or claimed by any party, no matter how catastrophic, as a result of any activity of the Center, its employees or other clients or invitees, for any reason whatsoever or in any way related to the horse while on the premises of the Center, are to be borne solely by the Owner. This release shall be valid for all purposes regarding the horse(s) contemplated by this Agreement and the Owner(s) of same for all times, whether currently or in the future while the Owner or horse(s) is located on the premises.

7. Indemnification and Hold Harmless: Owner agrees to indemnify and hold the Center harmless from any claim resulting from damage or injury caused by said horse and agrees to pay legal fees incurred by the Center in defense of a claim resulting from damage or injury by said horse.

8. Right of Refusal: The Center reserves the right to refuse temporary board for any horse(s) deemed aggressive and/or dangerous beyond normal equine behavior and capable of causing harm to other horses, their human handlers and/or themselves.

9. Tack Storage: The Center does not provide tack lockers/space for temporary boarders/overnight stabling. Any loss of unattended equipment is not the responsibility of the facility, its management, its Owner or employees.

10. Venue and Jurisdiction: It is agreed by the parties that venue for any disputes arising under this Agreement shall lie in Columbia County, Florida. The Parties further agree to submit to the jurisdiction of the Florida courts.



WARNING

UNDER FLORIDA 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.

IMPORTANT NOTICE

THE PRESENCE OF DOGS IN THIS FACILITY IS GOVERNED BY THE FACILITY RULES AND SHALL NOT BE ALLOWED AND BROUGHT ON THE PREMISES EXCEPT AS ALLOWABLE IN THE FACILITY RULES.

Owner, please write, in your own handwriting, the following statement:

I attest that I have fully read and understood this agreement, and that I agree to abide by this covenant.

For the Center: _____
(Title of Signatory)

Owner: _____
Owner Signature

Date: _____