

CAPALL STABLES, LLC
EQUINE BOARDING AGREEMENT

This Agreement, made as of this ____ day of _____, 20____, between CAPALL STABLES, LLC collectively defined as Kim and Chris Anderson, immediate family, heirs and representatives, other principals, trainers, employees, contractors, volunteers, members, agents and assigns, ("Farm") AND the person executing this document (hereinafter referred to as "Boarder" or "Participant"). Participant and Participant's parent if under 18 years of age must review and sign to confirm their understanding and agreement

1. **Identification.** Boarder and Boarder's horse ("Horse, Horses"): Identified on Information Sheet, attached separately and incorporated by reference.
2. **Term and Fees.** Owner shall pay the Farm for care of the horse as described below the fee of \$ _____ per month commencing on _____, 20____, and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party submitted by or before the first of the month.
3. **Billing.** All fees for training and other incidental services are due each month, prior to training.
 - a. Changes in monthly rates or other charges are subject to change with thirty-days (30) notice to Owner. The posting of updated rate schedules in a conspicuous or open place in Trainers office shall constitute notice of rate changes or regulation changes as may be deemed appropriate by Trainer.
 - b. All expenses incurred for veterinarians, shoeing, or other out-of-pocket cost shall be billed after they occur and will be on the next billing by Trainer or Capall Stables, LLC. The fees charged by these service providers are not determined by Trainer or Capall Stables, LLC.
 - c. Show fees are generally due prior to the date of the show, with additional expenses incurred billed in the next billing.
4. **Late Fees/Returned Checks.** Payment received after the 5th of the month will be subject to a \$ 25.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which training fees plus accrued late fees remain unpaid. There will be a \$ 40.00 charge for returned checks.
5. **Payment of Invoices. Right of Lien.** Invoices are payable upon receipt. Owner agrees that no horse(s) shall be removed from the premises until payment of board and services for such horse(s) has been made in full. Farm and/or Trainer shall have a lien upon the horse(s) and equipment being kept on barn's premises for any sums due for the board, training and other services expended on Boarder's horse(s) and as such, the lien may be enforced by a sale to be held 10-days after notice is sent to Board's last known address, with the sale to be held at time and place specified in the notice.
6. **Ownership of/Authority over Horse.** Boarder represents and warrants that they are the owner of record of Horse, or that they have the express authority of the owner of record to enter into this Agreement and to house Horse with Farm. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.
7. **Farm's Services/Boarder's Responsibilities.**
 - a. Farm agrees to provide house grain and up to 4 flakes of hay daily for Horse.
 - b. A performance/supplemental nutrition program is available at an additional cost to be determined.
 - c. Training and other services will be charge separately.
 - d. Farm shall have the right to use reasonable and customary equipment to handle horse for the care and cleaning of the stall, veterinary and farrier work; including but not limited to the right to move

Horse from stall, for various reasons such as turn outs, cleaning, maintenance, training, or emergencies. Farm needs no further permission.

- e. At all times, Boarder shall have control of their Horse, in and out of the stall. Boarder must use appropriate head stall, lead rope or other equipment when moving and handling the horse.
- f. Boarder agrees to be responsible for any injury or damage which may be caused by Boarder's horse to any person or property and hold harmless defend and indemnify Farm if such matter occurs.
- g. Farm has the sole authority to determine stall assignment.
- h. Farm agrees to take reasonable care of the horse(s) entrusted to them, but shall not be responsible for any losses arising from the inherent nature (or vices) of horses, theft, fire or other matters over which they have no control.
- i. Boarder agrees that this agreement shall apply whether on the premises of the Farm or elsewhere and under the supervision of Farms agents' and employees, as collectively defined under this agreement. This shall include but not be limited to: in transit, at shows, trail riding, special presentations or any other off Farm situation.
- j. Boarder agrees to have and allow normal vaccinations, immunizations and worming of Boarder's horse(s).
- k. Farm will attempt to contact Boarder for any emergency and for any sickness of the Horse as soon as they are aware of the situation. Boarder agrees to allow non-emergency and emergency treatment. Attending veterinarian's decisions, actions or inactions are solely the responsibility of the veterinarian and Farm is in no way liable for any related decision. Owner agrees to notify Stable and/or Trainer of any and all changes of address, 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 and/or Trainer 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. **Risk of Loss and Standard of Care.** During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, stray, 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 training or boarding of said horse(s), except in the event of negligence on the part of the Trainer, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Trainer's premises.

The Owner fully understands that Trainer does not carry any insurance on any horses not owned by Trainer or for any other purposes, whether public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with training or boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Trainer are to be borne by the Owner.

The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury. Owner agrees to obtain equine insurance for any animals, at Owner's expense, or forego any claim for any amount. Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address, and policy number. Failure to disclose insurance information shall be at the Owner's risk.

9. **Prohibited Activities.** Neither Boarder nor their guests shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Farm without permission of Farm or written permission of that horse's owner. **Social Media** including photos, comments or other references

regarding another animal at the Farm is prohibited without permission of Farm or written permission of that horse's owner.

10. **Authorized Users.** Farm has complete discretion when and under what circumstances to allow any friend or family of the Boarder to have access to Horse(s) and Farm's facilities.
11. **Rules and Regulations.** The Owner agrees to abide by all the rules and regulations of the Trainer. 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).
12. **Property.** Trainer shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Owner's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.
13. **Release of Liability and Hold Harmless Agreement.** Incorporated by reference as separately signed.
 - a. Horses are Inherently Dangerous. I understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. I agree and understand the Farm cannot control the horses it boards, and that I shall release and hold harmless Farm from any injury arising out of or related to equine activities at Farm's facilities. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Farm responsible for accident or injury to myself or my guests, including parents or other family members.
 - b. Farm will not be held responsible for injury or death of Horse absent gross negligence on their part.
 - c. Hold Harmless, Defend and Indemnify. Boarder agrees to defend, indemnify, save and hold harmless Farm and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Farm, presence at Farm's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.
14. **Farm's Remedies.** If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Farm ceases to be able to provide services to Boarder and Horse hereunder, Farm reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.
15. **Amendments and Modifications.** The parties may amend this Agreement only by a written agreement executed by all parties.
16. **Notice.**

- a. Notice to Farm or Trainer. All notices must be in writing and delivered to Farm at the following address, in a manner which provides proof of delivery: Capall Stables, LLC, Attn: Kim Anderson, Sarah Anderson, or Dustin Freiheit, 4804 Clearwater Trail, Lonsdale, MN 55046
- b. Notice to Boarder. All notices must be in writing and delivered to Boarder at Boarder's address listed in the Information Sheet attached separately and incorporated by reference, in a manner which provides proof of delivery.

- 17. **Limitations of Actions.** Any action or claim brought by Owner against Trainer for breach of this contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
- 18. **Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of the other parties.
- 19. **Entire Agreement.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.
- 20. **Comprehension.** Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.
- 21. **Enforceability of Contract and Severability.** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.
- 22. **Governing Law and Venue.** This agreement shall be governed by the laws of Minnesota. Venue for resolution of disputes shall be proper in Rice County, Minnesota.

BOARDER:

**CAPALL STABLES, LLC by Kim Anderson, Principal
Sarah Anderson or Dustin Freiheit:**

Signed: _____

Signed: _____

Name: _____
(printed)

Name: _____
(printed)

PARENT OF BOARDER:

Signed: _____

Name: _____
(printed)