

# North Country Haven, LLC.

## Boarding Agreement

This agreement, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023 made by and between Melissa Stuckey, hereinafter referred to as "Stable", providing services as an independent contractor, located at 3201 Wilderness Dr. Makinen, MN 55763 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

Boarding fee is **\$250 per month** (unless discussed, written in this contract & signed)

First day of each month, Boarding fee is due. Stable agrees to board the herein described horse (s) on a month- to-month basis commencing \_\_\_\_\_ 2023. Partial months boarding shall be paid on a pro-rate basis based on the number of days boarded in a standard 30 - day month.

Late fees: There will be a \$5/day late fee charged after the 10<sup>th</sup> day of each month if board is not paid. Boarding fees must be paid in full on or before the last day your horse is leaving board.

### 2. Description of Horse (s)

Name:

Age:

Color:

Registration/tattoo:

Sex:

Breed:

Insurance carrier, policy and phone number (if applicable):

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### 3. Feed and Facilities

Stable agrees to provide the following, in addition to normal and reasonable care and handling to maintain health and well being of the horse (s), NCH (Melissa Stuckey) includes hay fed 2 times daily in the summer months & netted round bales available 24/7 in the winter months, access to water and shelter. You must provide grain for your horse. If your horse is not receiving grain, we can suggest a quality grain that will help your horse's protein needs during training. Any other needs shall be met by the owner. If anything is verbally communicated regarding the boarding agreement it should be seconded in writing.

### 4. Vaccinations

Upon arrival of horse to Stable, proof of Current Negative Coggins, current tetanus, west nile, and influenza vaccinations are required.

### 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 personal injury or disability the horse may receive while at Stable's premises. Owner fully understands and hereby acknowledges that Stable does not carry any insurance on any horse (s) not owned by Stable, including but not limited to, such insurance for training, boarding or any other purposes, for which the horse (s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s) or for any other reason, for which the horse (s) is/are in the possession of the Stable, are to be borne by Owner.

### 6. Hold Harmless

Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse (s), Owner or his/her guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Stable in defense of such claims.

### 7. Liability Insurance

Owner warrants that he/she presently carries in full force and effect and throughout the period of this Agreement shall continue to carry and maintain in full force and effect, liability insurance protecting Owner and Stable from any and all claims arising out of or relating to this Agreement.

If you do not carry insurance on your horse (s) please sign here: \_\_\_\_\_

### 8. Emergency Care

Stable agrees to attempt to contact Owner, at the following emergency phone number \_\_\_\_\_. Should Stable feel that medical treatment is needed for said horse (s), provided, that in the event the 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 farrier care, and by any licensed providers of such are who are selected by Stable, as Stable determines is required for the health and well-being of said horse (s). The cost of such are

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 providers to the Owner.

**9. 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/her guests and invitees according to these rules. Owner acknowledges the rules include but not limited to:

Anyone under the age of 18 must wear a helmet while riding. Anyone handling or riding horse (s) must sign a liability waiver, provided on the clipboard in the tack shed. Pick up poo in driveway or tie areas and discard in poo pile or bucket/trailer provided. If you use arena toys, please put them back where you found them. Remember that safety is our main priority so please ride in a safe and sane manner. Do not ride on the yard around the house. Please park on the gravel during spring and do not block any doors or gates. More rules listed in the tack shed.

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 and 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.

**10. 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 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 default hereunder. Acceptance by Stable of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

**11. Assignment**

This Agreement may not be assigned by Owner without the express written consent of Stable.

**12. Notice of Termination**

Owner agrees that a 7-day notice shall be given to Stable as to the termination of this Agreement with the understanding that Owner forfeits 80% of the boarding fees unless otherwise arranged and noted on this contract.

**13. 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 MN for any amount due for the board/training 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 Owner's horse (s) after two (2) months of non-payment or partial payment and Stable can then sell horse (s) to recover its loss.

**14. Special Instructions to Stable**

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This Agreement is subject to the laws of the State of MN.

By: Melissa Stuckey – North Country Haven, LLC.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_