



Hidden Hills Stable ~ N3752 County Road K, Hager City, WI 54014 ~ (715) 781-1192 ~ SPPerformanceHorses@yahoo.com ~ www.SPPerformanceHorses.com

Equine Boarding Contract

This contract is entered into and is between the undersigned Stephanie Plote of Stephanie Plote Performance Horses/Hidden Hills Stable, known as "STABLE" and hereinafter referred to as "Stable", and _____, known as "BOARDER" and hereinafter referred to as "Boarder". This contract sets forth the rights and responsibilities of the parties for the term described below.

A) Term: Upon receipt of deposit, first month's boarding fees, required documentation, and this signed Agreement, Stable agrees to board the Horse(s) described below, commencing on the _____ day of _____, 20____ and continuing on a month-to-month basis until terminated in accordance with the provisions of this Agreement.

B) Identification of Horse(s): Boarder's Horse(s) to be housed by Stable (list additional horses on last page):

1) Registered Name: _____ 2) Registered Name: _____

Barn Name: _____ Barn Name: _____

Breed: _____ Breed: _____

Gender: _____ Gender: _____

Age: _____ Age: _____

3) Registered Name: _____ 4) Registered Name: _____

Barn Name: _____ Barn Name: _____

Breed: _____ Breed: _____

Gender: _____ Gender: _____

Age: _____ Age: _____

5) Registered Name: _____ 6) Registered Name: _____

Barn Name: _____ Barn Name: _____

Breed: _____ Breed: _____

Gender: _____ Gender: _____

Age: _____ Age: _____

C) Ownership of/Authority over Horse(s):

1) Boarder represents and warrants that they are the owner of record of Horse(s), or that they have express authority of the owner of record to enter into this Agreement and to house Horse(s) with Stable. If Horse(s) is registered, Boarder will provide Stable with a copy of the Horse's registration papers and/or lease papers proving ownership of Horse(s). If Boarder is not the owner of record of Horse(s), Boarder nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder.

2) Identification of Owner of Record if Different Than Boarder. If Boarder is not the owner of record of Horse(s), the owner of record is:

Name: _____ Address: _____

Home/Cell Phone: _____ E-mail: _____

D) Deposit: A refundable deposit of \$_____ (one month's board as selected below) is required at the commencement of this Agreement. Deposit will be refunded within 30 days after Horse(s) and Boarder's personal property have vacated the Stable and all fees are paid in full. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, veterinary charges, farrier charges, and any other expense incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder chooses to remove Horse(s) prior to giving full and proper notice of cancellation, no deposit will be refunded.

E) Boarding Fee: Board fees are only prorated at the commencement of this Agreement. There will be no proration of fees at termination of Agreement. Board is due in advance on the 1st day of each month. Payments are accepted in the form of cash, check, money order, or PayPal via Friends & Family. Payment received after the 5th of the month will be subject to a \$25 late fee, plus \$5 in late fees for each additional day thereafter on which Board plus accrued late fees remains unpaid. There will be a \$50 charge for returned checks or money orders. There will be a 4% bank fee added to transactions "invoiced" via PayPal. Payments shall first be credited to accrued late fees and returned check charges. Rates are subject to change with 30 days written notice from Stable. Fees include 5.5% WI Sales Tax where applicable.

Please check one of the following:

- 1) _____ Stall Board with Grain: \$525 per month
- 2) _____ Stall Board without Grain: \$425 per month
- 3) _____ Pasture Board with Grain: \$325 per month
- 4) _____ Pasture Board without Grain: \$225 per month
- 5) _____ Multiple Horse Discount: \$25 off Board option checked above for each additional horse when Boarder owns and boards two or more horses (i.e. boarder has three horses and pays \$225 for horse #1 and \$200 each for horse #2 and #3).
- 6) _____ Other: _____ : \$_____ per _____

F) Additional Fees: Additional services, including, but not limited to, providing and administering dewormer or vaccinations, catching and holding Horse(s) for veterinary or farrier work, and/or making payment to Veterinarian or Farrier on Boarder's behalf in their absence will be due and payable upon receipt of invoice. Payment not received within 10 days of invoice shall be subject to a \$25 late fee. There will be a \$50 charge for returned checks.

G) Default: If at any time the balance due for board, additional services, late fees and any other charges goes unpaid for 30 days, or Boarder is otherwise in default of this or any other agreement with Stable, Boarder will have no right to enter or use the facilities, arenas, or other portions of the Stable or to remove the Horse(s) and personal property from the Stable without written consent of the Stable. When all overdue amounts are paid in full, including late fees, then Horse(s) and personal property will be released to the Boarder. Acceptance by Stable of any late payment shall not constitute a waiver of subsequent due dates or determinations of default. In the event any amount is delinquent for 60 days, including all late fees, Stable may enforce its rights under Wisconsin Law as described in R) Stable's Remedies below.

H) Stable's Services: Stable agrees to provide normal and reasonable care to maintain the health and well-being of Horse(s).

1) Stall Board Specific:

- a) Stable agrees to provide a covered stall for Horse(s) which will be cleaned 1 – 2 times daily.
- b) Horse(s) will be provided with fresh clean water daily and access to a salt block free choice.
- c) Horse(s) will be provided with 9 – 12 hours of turnout time in either a pasture alone or with a small herd at Boarder's request. However, Stable cannot guarantee a given schedule for turnout. In the event of inclement weather, Stable will make every effort to provide some turnout time in the indoor arena.

2) Pasture Board Specific:

- a) Stable agrees to provide a covered shelter for Horse(s) to use while in pasture.
- b) Horse(s) will be provided with water daily and access to a salt block free choice.

3) All Board Options:

- a) Horse(s) will be fed quality hay and grain (if selected above) based on Horse's age, weight and level of activity. Stable reserves the right to add a surcharge for additional hay and/or grain for "hard keepers" needing grain in excess of 50lbs per week and/or hay in excess of 30lbs per day. Stable will discuss situation with Boarder if/when need arises and provide a 30-day notice of any surcharge. Stable also reserves the right to add a surcharge due to a drastic increase in grain and/or hay prices and will provide Boarder with a 30-day notice of surcharge.
- b) Additional supplements or feeds will be fed by Stable at no additional charge at Boarder's request. Boarder is responsible for providing and restocking the supplements or feeds and ensuring the rations are individually packaged and labeled with Horse's name.
- c) Stable shall have the right to use reasonable and customary restraints and training implements to move Horse(s) should they be necessary if, for example, Horse(s) refuses to move or becomes a danger to itself or others. Further, if Horse(s) becomes a danger to itself or others, Stable need not clean or go into Horse's stall or provide turnout time.
- d) Horse clothing such as blankets, sheets or fly masks will be taken on and off at Boarder's request for no additional charge. However, it is Boarder's responsibility to ensure cleanliness and upkeep of such items. If items become too soiled or are in need of repair and Stable deems them a risk to the health and safety of the Horse(s), Stable reserves the right to not apply them.
- e) Stable will assign stall and/or pasture space, as available, to Horse(s). From time to time, Stable may determine, in its sole and absolute discretion, that it is necessary to move one or more horses to another stall or pasture space for safety, rotation, or any other reasons. When feasible, Stable will attempt to notify Boarder before moving Horse(s). Boarder agrees to accept Stable's judgment in such matters. Boarder understands that integrating and keeping horses in pasture is inherently risky and Boarder understands and expressly assumes all risks. Boarder does not own or control stall or pasture.

D) Horse's Physical Condition/Special Care: Except as specified in this section, to Boarder's knowledge, Horse(s) is currently sound, disease-free, and in good condition, and not in need of any special care.

Exceptions: _____

J) Horse's Behavior: Boarder states that the Horse(s) exhibits the following behavioral traits: _____

K) Hours of Visitation/Access to Horse(s): Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse(s) seven days per week between 7:00am and 10:00pm. If there is a need to deviate from this schedule, the Boarder must provide written notice of the request to the Stable and Stable will provide written approval.

L) Veterinary Care:

- 1) Boarder agrees and understands that it is Boarder's responsibility to provide Horse(s) with proper veterinary care and veterinary services including but not limited to dental care. Boarder understands that if Boarder's Horse(s) is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as Dr. _____, with _____ (Clinic), at phone number(s) (Office) _____, (Cell) _____, and (E-mail) _____. If Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for any and all veterinarian charges so incurred. Boarder agrees to notify Stable of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Boarder, Boarder's Veterinarian, Boarder's Farrier, or Boarder's Authorized Users in the event of an emergency. In the event Boarder departs for vacation or is otherwise unavailable, prior to departure, Boarder shall notify Stable as to what party is authorized to make decisions in the Boarder's place with regard to the health, well-being, and/or medical treatment of the Horse(s).
- 2) Stable shall assume that Boarder desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Stable is instructed herein by Boarder that Horse(s) is/are not surgical candidates.
Horse IS / IS NOT (circle one) a surgical candidate in event of emergency.
- 3) Boarder agrees and acknowledges that Horse(s) must be accompanied upon arrival by a current (within 12 months) negative Coggins Test prior to arrival at Stable. Out of state Horse(s) must also be accompanied by a current (within 30 days) health certificate. Health certificate must indicate current vaccinations and worming schedule. Horse(s) shall be vaccinated a minimum of 14 days prior to arrival and maximum of 60 days for: Tetanus, Influenza (EIV), Rhinopneumonitis EVH-1 & EVH-4, and Eastern/Western Encephalomyelitis (EEE & WEE).
- 4) Boarder also agrees that Boarder will keep Horse(s) current on all customary worming and vaccinations, including but not limited to Tetanus, Influenza (EIV), Rhinopneumonitis EVH-1 & EVH-4, and Eastern/Western Encephalomyelitis (EEE & WEE). The following vaccinations are optional: West Nile Virus (WNV), Streptococcus Equi (Strangles), Venezuelan Encephalomyelitis (VEE), Potomac Horse Fever, Lyme Disease, Rabies, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale. If Boarder so chooses, Horse(s) can be placed on the same rotational worming and vaccination schedule as Stable's horses. Boarder will be provided notice of services and invoiced accordingly if selected. Boarder also agrees to have Horse(s) tested annually for Coggins and provide Stable with a copy of the negative Coggins results.

M) Farrier Care: Boarder agrees and understands that it is Boarder's responsibility to provide Horse(s) with proper hoof care and farrier services. Boarder's farrier is: (Name) _____, at phone number(s) (Office) _____, (Cell) _____, and (E-mail) _____. Boarder's farrier shall have access to Stable and Horse(s) during Hours of Visitation. If Boarder's farrier is unavailable and Boarder's Horse(s) is in need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for any and all farrier charges so incurred.

N) Trainer: Boarder's trainer is: (Name) _____, at phone number(s) (Office) _____, (Cell) _____, and (E-mail) _____. Boarder's trainer shall have access to Stable and Horse(s) during Hours of Visitation.

O) Prohibited Activities: Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner.

P) Authorized Users: Stable has discretion when and under what circumstances to allow Boarder's designated users to have access to Horse(s) and Stable's facilities. Boarder's designated users are:

1) Name: _____ Address: _____

Home/Cell Phone: _____ E-mail: _____

Gender: _____ Age: _____ Relationship to Boarder: _____

Level of experience with horses in general: _____

Level of experience with this Horse(s): _____

2) Name: _____ Address: _____

Home/Cell Phone: _____ E-mail: _____

Gender: _____ Age: _____ Relationship to Boarder: _____

Level of experience with horses in general: _____

Level of experience with this Horse(s): _____

Q) Safety, Risk of Loss, and Release From Liability: BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, THEFT, OR PROPERTY DAMAGE, ARISING OUT OF YOU, YOUR CHILD(REN), YOUR GUEST(S), AUTHORIZED USER(S) or AGENT'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, THEFT, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR INITIALS AND SIGNATURE INDICATE YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

- 1) Helmets and Safety Gear. I understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. **Initial:** _____
- 2) Horses are Inherently Dangerous. I also 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. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities. **Initial:** _____
- 3) I am Responsible for my own Conduct and That of my Horse(s). I understand that I will ride and handle my Horse(s), and will conduct myself, at my own risk while I am on Stable's property. **Initial:** _____
- 4) I agree to abide by and follow all posted Barn Rules, regulations and procedures requested by Stable in relation to the handling of any property belonging to, or kept at the Stable. Barn Rules are subject to modification at Stable's discretion. It is my responsibility to read and keep a current copy of the Barn Rules. **Initial:** _____
- 5) NOTICE: A person who is engaged for compensation in the rental of equines, equine equipment, tack or in the instruction of a person in the riding or driving of an equine or being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities, as defined in Section 895.481(1)(e) of the Wisconsin Statutes. **Initial:** _____
- 6) RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents. I will ensure that any and all guests that I may bring onto the property will sign the Equine Activity Release and Waiver of Liability Agreement. **Initial:** _____
- 7) Death, Injury, Sickness, Disease, Estray, or Theft of/to Horse(s). Stable, its owners, trainers, agents or employees will not be held responsible or liable for any sickness, disease, estray, theft, injury or death of Horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said Horse(s). **Initial:** _____
- 8) Property in Storage on Stable's Premises. Boarder may store certain tack, trailers and equipment on the premises of Stable at no additional charge to Boarder. Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, trailer(s), equipment or other property stored at Stable. Boarder understands that any items are stored at Boarder's own risk. Hooks, cabinets, and any items permanently attached to locker doors, walls, or shelving must remain so removal does not cause damage. Trailers left on the Stable's premises must be for the use of horse transportation, must have current registration, and be in operable condition. **Initial:** _____
- 9) Boarder fully understands that Stable does not carry insurance on any Horse(s) or personal property, including but not limited to any tack, supplies, or trailers that Boarder may store or leave on Stable property, not owned by it for boarding or for any other purposes, whether public liability, theft, damage, loss, accidental injury, or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the Horse(s) and/or personal property in the possession of, and on the premises of Stable are to be borne by Boarder. Stable strongly recommends personal property insurance and equine mortality insurance be obtained applicable to the personal property or Horse(s) by Boarder and that a certificate of insurance be furnished to Stable; the absence of such certificate or failure to disclose insurance information shall result in an election of self-insurance by Boarder and shall be at Boarder's risk. **Initial:** _____
- 10) HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless Stable 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 Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse(s), 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. **Initial:** _____
- 11) Costs, Attorneys' Fees, and Expenses. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the Stable will be entitled to prompt payment of expenses from the Boarder, or their guests or agents, following final adjudication. For the purpose of this Section, "expenses" will include the following costs actually incurred by the Stable: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements. **Initial:** _____

R) Stable's Remedies:

- 1) If Boarder breaches this Agreement, if Horse(s) becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse(s) hereunder, Stable reserves the right to require owner's immediate removal of Horse(s), and to find alternative boarding for Horse(s) if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred. **Initial:** _____
- 2) Section 779.43(3) of the Wisconsin Statutes, provides, in part, as follows: ...every keeper of a...livery or boarding stable and every person pasturing or keeping...animals...shall have a lien thereon and may retain the possession thereof for the amount due for the keep, support, storage...and care thereof until paid. Further, Section 779.48(2) of the Wisconsin Statutes provides that: every person given a lien by Section 779.43(3) may in case the claim remains unpaid for 2 months after the debt is incurred...enforce such lien by sale of the property substantially in conformity with Subchapter VI of chapter 409 and the lien claimant shall have the rights and duties of a secured party thereunder. Unpaid boarding fees, late fees, veterinary fees, farrier fees, or any other fees owed, without written consent from Stable, may result in Stable exercising its lien and sale rights under Wisconsin Law. **Initial:** _____
- 3) **WAIVER OF JUDICIAL PROCEEDINGS.** The Boarder is put on notice that Stable has the rights listed above under Wisconsin Law and Stable shall have the right, without process of law, to retain the Horse(s) and Boarder's personal property until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the Horse(s) or Boarder's personal property in the event the amount of the past due balance exceeds the anticipated unregistered value of the Horse(s) or anticipated used value of the personal property. In the event that any amount is delinquent for 60 days, including late fees, Boarder voluntarily releases interest in Horse(s) and personal property to Stable in satisfaction of the debt and Boarder agrees and understands that the Stable may sell or otherwise dispose of the Horse(s), tack, and any other personal property of Boarder that is located at the Stable by any reasonable means without process of law on five days' notice to Boarder. **THIS AGREEMENT SHALL CONSTITUTE A POWER OF ATTORNEY GIVING THE STABLE FULL AUTHORITY TO TRANSFER TITLE AND OWNERSHIP OF THE HORSE(S), TACK, AND OTHER PERSONAL PROPERTY ON BEHALF OF THE BOARDER IN THE EVENT OF A 60 DAY DELINQUENCY.** Any net proceeds received by the Stable from such sale or other disposition, shall be applied to the amounts then due hereunder plus interest and costs and expenses of sale or disposition. Any excess proceeds shall be delivered to the Boarder at the Boarder's provided address or held for the Boarder by the Stable if the Boarder cannot be contacted. No interest shall be paid on any such amount retained or held for the Boarder. In the event the collection of this account is turned over to an Attorney, Boarder agrees to pay any and all costs incurred by Stable, including but not limited to, all court filing fees, attorneys' fees, costs, and other related expenses for which a minimum charge of \$250 will be assessed. Boarder understands that to the extent of any law or regulation may provide for rights and/or duties other than those set forth in this section, the parties voluntarily agree to waive such rights and duties and agree that this section will control. **Initial:** _____

S) Amendments, Modifications or Terminations: The parties may amend or modify this Agreement only by a written agreement executed and signed by all parties. The parties agree that this Agreement may be terminated by the either party upon 60 days cancellation notice, regardless of the term period. All notices must be issued in writing. Boarders that leave without written and received notice will be assessed a full month's board which shall be deducted from the deposit. No credit will be given for a partial month of board if Boarder removes Horse(s) and/or personal property prior to the end of the month of termination.

T) Notice:

- 1) Notice to Stable:
All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery.
Stephanie Plote
N3752 County Road K
Hager City, WI 54014
- 2) Notice to Boarder:
All notices must be in writing and delivered to Boarder at Boarder's address listed below in this agreement, in a manner which provides proof of delivery.

U) Assignment or Transfer: No party may assign or transfer this Agreement without the prior written consent of the other parties.

V) 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.

W) 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.

X) Governing Law and Venue: This contract is made and entered into in the State of Wisconsin, and shall be enforced and interpreted in accordance with the laws of said State. 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. All action with respect to this agreement for resolution of disputes will be instituted in a court sitting in Pierce County, Wisconsin.

Y) Boarder's Contact Information:

Name: _____ Address: _____

Home/Cell Phone: _____ E-mail: _____

BOARDER Signature: _____ Date: _____

STABLE Signature: _____ Date: _____

Copies included with contract at commencement: Registration Papers if applicable, Negative Coggins Test, Proof of Vaccination and Worming and/or Health Certificate.

Contract Language Revised 6/1/2018