

# 2006 BOARDING AGREEMENT

**This Agreement replaces any and all prior board agreements. Stable reserves the right to revise contract yearly and all fees are subject to change upon thirty days written notice. If horse(s) remain(s) on premises more than 1 week after Owner receives contract it is agreed that all terms and conditions of contract apply even if contract has not been signed.**

This agreement is made \_\_\_\_\_, between the Kohler family, (referred to as "Stable") located at 6336 St. Rt. 605 and \_\_\_\_\_(referred to as "Owner") residing at \_\_\_\_\_.

## 1. Types of Board

-Partial: \$\_\_\_\_ per horse per month. This agreement is for rental of stall and distribution of feed and hay only. The option of Stable to turn horse(s) out is part of stall rental. The Owner is responsible to provide all hay, feed, bedding and de-worming medicine for horse(s). Owner is responsible for all cleaning of stall and providing feed for horse(s). Stalls are to be kept in a clean/ sanitary manner, preferably cleaned every other day. If stalls are not kept up to standards Stable will give a warning. If stalls are not cleaned within 48 hours of warning Stable will clean stall at a fee of \$50.00(labor) plus the cost of bedding per cleaning that will be due upon receipt of work done and at the latest to be paid with the following months rent. The Owner is responsible for all application and removal of blankets and sheets from horse(s). The Stable will perform this task at a fee of \$10.00 per application/removal.

-Full: \$290.00 per horse per month. This agreement includes care of horse(s) and rental of stall(s). Stable will provide up to 11 pounds of grain and four flakes of hay per horse per day, cleaning of stall, wood chips for bedding and feeding of horse(s) morning and night. Additional grain and hay is available and fee should be discussed with David Kohler, Stable Manager. The Owner is responsible for de-worming of horse(s). The Owner is responsible for all application/removal of blankets and sheets from horse(s). The Stable will perform this task at a fee of \$ 10.00 per application/removal.

## 2. Fees

- (a) In consideration of \$\_\_\_\_\_ per horse per month paid by Owner in *advance on the first day of each month with a grace period ending on the tenth of each month*, the Stable agrees to board said horse(s) beginning \_\_\_\_\_. *If board or any other money owed to Stable (such as costs for hay, grain or stall cleaning) is not paid in full by the tenth of the month there will be a \$50.00 late fee added to the total amount owed to Stable. If the amount is carried into the following month there will be an additional \$50.00 late fee added.*

(b) Additional services/options to the basic board agreement are available as listed below. Desired options must be circled and initialed by Owner before signing of contract. These options can be changed at any time Stable receives written notice from the Owner. All fees are subject to change given 30 days written notice by Stable.

- |                                 |                              |
|---------------------------------|------------------------------|
| (1) <u>Hay provided daily</u>   | -\$40.00                     |
| (2) <u>Grain provided daily</u> | -\$54.00                     |
| (3) <u>Clean stall</u>          | -\$70.00 per horse per month |
| (4) _____                       | -\$                          |
| (5) _____                       | -\$                          |

### 3. Right of Lien

Stable has the right of lien as set forth in the law of the State of Ohio for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

### 4. Description of Horse(s)

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

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

Height: \_\_\_\_\_

Registration/Tattoo No: \_\_\_\_\_

### 5. Turn Out

If the option of no turn out is chosen the Owner will be expressly responsible for all exercise of said horse(s) and it is expressed that the horse will not be turned out (except in specified areas, if any, agreed upon before the signing of this contract).

\_\_\_\_\_ Option 1: The Stable will not be responsible for the turn out or exercise of said horse(s).

\_\_\_\_\_ Option 2: The Stable will be responsible for the turn out of said horse(s).

Stable reserves the right to turn out horses at its discretion. Stable will determine which fields and under what weather conditions horse(s) will be turned out.

Note: It shall be noted that the Stable prefers all horses to be turned out or exercised at least once per week. This will help in the maintenance of stalls along with the health and attitude of said horse(s).

**6. Standard of Care**

\_\_\_\_\_ All care is provided by Owner (partial board: stall rental only with option of turn out)

Or

\_\_\_\_\_ Stable agrees to provide normal and reasonable care to maintain the health and well being of said horse(s) (full board).

Optional Special Instructions or Allergy Information:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

**7. Arena Use**

-The indoor arena and outside round pen are for everyone's use. The outdoor round pen is for exercise of horse(s) only. There is to be no turn out in the round pen.

-The order of use for the arena and round pen is on a first come first serve basis. If someone is using the arena or round pen when you arrive you must wait until that person is finished working their horse to use the facility unless otherwise given permission by the person using the facility. Please be considerate of others working their horse(s) at all times.

**8. Risk of Loss**

While this/these horse(s) is/are boarded at the Stable, Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising from or connecting to the boarding of this/these horse(s). All risks are assumed by Owner. The Owner agrees to hold Stable harmless from any loss or injury to said horse(s). All costs connected to boarding, no matter how catastrophic, are borne by Owner.

**9. Indemnity**

Owner agrees to hold Stable harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse(s).

**10. Emergency Care**

If medical attention is needed, Stable will attempt to contact Owner but, in the event Owner is not reached, Stable has the authority to secure emergency veterinary and/or blacksmith care. Owner is responsible to pay all costs relating to this care. Stable is authorized as Owner’s agent to arrange billing to the Owner.

List all emergency phone numbers:

Vet \_\_\_\_\_  
Farrier \_\_\_\_\_

If your veterinarian cannot be contacted we will contact ours, Dr. Tom Peterson.

**11. 30 Day Notice**

Owner and Stable reserve the right to terminate agreement at any time given a thirty day notice to the other party.

**12. Binding Effect**

- (a) The parties hereto agree that this Agreement shall be binding on all their respective heirs, successors and assigns.
- (b) Failure of either party to abide by and perform any and all other terms, covenants, conditions and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorney fees and court costs related to such breach.
- (c) In all respects this Agreement shall be construed in accordance and be governed by the laws of Ohio.
- (d) This Agreement contains the final and entire agreement between parties and neither they nor their agents shall be bound by any terms, conditions or representatives unless amended to this agreement and initialed by both parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and the year first above written.

**OWNER:** \_\_\_\_\_

**STABLE: KOHLERFARMS**

\_\_\_\_\_  
Signature

6336 St. Rt. 605 Westerville, OH  
Address

\_\_\_\_\_  
Address

614-332-2184 or 614-206-3798  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

## **RULES AND RUGULATIONS FOR KOHLER FARMS:**

### **I. ARENA USE:**

- a. The arena is a first come first serve basis, everyone is welcome to use the arena for as long as they wish, given that others are not waiting. Time is limited to an hour if there are others waiting to ride.
- b. Please do not turn on arena lights unless you are planning to ride in the arena. Lights should not be turned on if you are only passing through the arena.
- c. Please leave things the way you found them when using the arena, clean up after your horse.
- d. Nobody is permitted to sit on or lean on the gates on either side of the arena. Parents please prohibit your kids from climbing on them.

### **II. LIGHTS:**

- a. If you are the last one leaving the barn please be sure to turn off all of the lights.
- b. To help keep costs down for our boarders please help conserve energy and do not use lights unnecessarily. For example, after using tack room, wash stall and stall lights, turn them off immediately after leaving the area. If you are riding in the arena there is no reason you should leave the light on in the tack room.

### **III. GRASS:**

- a. Anyone caught driving on the grass will immediately be charged a \$25.00 fee that will be added to the next months board. Anyone caught driving on the grass repeatedly will be asked to leave Kohler farms.

### **IV. BOARD PAYMENTS:**

- a. Board payments are due on the first of each month, and will be considered late if not paid at this time.
- b. A late fee of \$25.00 needs to be added to your board if payment has not been made by the tenth of each month. If you are repeatedly late the grace period as well as the fee can be adjusted at any time by Kohler farms.

### **V. BARN ETIQUETTE:**

- a. Parents, please keep children with you at all times. Children are never to be without adult supervision!
- b. The boarding business consists of the boarding barns, side lots, turn out fields and trails. Please do not go on the south side of the driveway to the main house, pond or backyard. This is private property and should not be trespassed on.
- c. Please clean up after yourself while at the barn, do not leave trash laying around. Throw away feed bags, etc. in the trash cans in the barn. If there are no trash cans in barn throw trash away in the trash cans near the main house.

### **VI. TURN OUT:**

- a. Turn out is provided as part of your board, however, taking and putting blankets on is not. An extra charge of \$10.00 per turnout will be added to your monthly board for blanket usage.

**VII. SAWDUST:**

- a. Sawdust is \$4.00 per barrel load and should be added to your monthly board. This is done on the honor system and is your responsibility to keep track of.

**By signing this you acknowledge and agree to the rules and regulations set for Kohler farms. Please keep a copy for your records and return a signed copy to be kept on file at the barn. Thank you for your cooperation.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider, and spectator.

In consideration, therefore, for the privilege of riding and/or working around horses at the Kohler Farm located at 6336 st rt 605 Westerville Ohio 43081, the Undersigned does hereby agree to hold harmless and indemnify the Kohler Farm and Kohler family. The Undersigned further releases the Kohler Farm and Kohler family from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or to any horse owned by the Undersigned or to any family member or spectator accompanying the Undersigned on premises.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Print Name, Address, and Telephone Number

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Legal Guardian (If under 18)

