



# Stonegate, LLC Boarding Agreement

This Agreement is made between Gail Matheus & Stonegate, LLC (hereinafter known as STONEGATE) of 5261 SW Santa Fe Lake Road, Towanda, KS 67144 and \_\_\_\_\_ (hereinafter known as BOARDER) of \_\_\_\_\_  
*Street, City, State, Zip Code*

### 1. Description of Horse(s)

Registered Name: \_\_\_\_\_ Barn Name: \_\_\_\_\_

Sex: \_\_\_\_\_ Color: \_\_\_\_\_ Markings: \_\_\_\_\_

Breed: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Registration/Tattoo Number: \_\_\_\_\_

Insurance Carrier, Policy and phone number: \_\_\_\_\_

Other Information (e.g. Passport or microchip #): \_\_\_\_\_

### 2. Warranty of Ownership

Boarder warrants that except for the following limitations, BOARDER is the sole lawful and, if applicable, registered owner of each Horse(s) and has unlimited rights to care, custody, and sale of each Horse. Exceptions (example: Horse is leased): \_\_\_\_\_

### 3. Services Provided

Feed: Hay will be provided 2 times/day. Primary Hay types offered are Brome and Prairie Grass. In the case of Horses that bolt their primary hay, prairie grass hay can also be offered (in addition to their normal hay rations) to reduce stall boredom and the chance of horse eating their bedding. Special hays may also be offered at BOARDER's expense.

Grain: Grain will be provided 2 times/day. Options include standard commercially available grain mixes. Supplements: Supplements or special feed rations can be fed at the BOARDER's expense.

Water: Fresh water will be available at all times

Stalls: Stalls bedding will be provided in the form of shavings and stalls will be cleaned daily.

Turnout: Unless the weather is prohibitive, Horses will have daily turnout.

Horse Stalls & Turnout: If STONEGATE determines, in its reasonable judgment, that it is necessary or advisable to move a Horse to another stall, paddock, or pasture for safety or other reasons, STONEGATE may do so, and BOARDER agrees to pay any increased fees associated with a move. Before moving a Horse, STONEGATE will provide BOARDER with advance notice except if, in STONEGATE'S reasonable judgment, the time associated with providing notice would present a safety risk.

Blankets: BOARDER is to provide their own clean and dry blankets.

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4. FEES & PAYMENT TERMS

Boarding Fee: In consideration of \$\_\_\_\_\_ per horse per month paid by BOARDER in advance on the first day of each month, STONEGATE agrees to board the herein described horse (s) on a month-to-month basis commencing on \_\_\_\_\_. Partial months boarding shall be paid on a pro-rated  
*Date*



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basis, based on a standard 30 day month. STONEGATE may change fees upon a 30 day written notice to BOARDER agrees to pay amended fees by the date specified in the written notice or provide STONEGATE with notice of termination.

Payment Due Dates: Board is prepaid and payments are due in full on or before the 1<sup>st</sup> of the month.

Additional Services: Payment for additional services are due the 1st day of the month following service.

Late Fees: Boarding fees paid after the fifth day of the current month due will be considered late and subject to a late fee of \$5.00/day for each late payment. In addition, if payments are 60 days past due, BOARDER will also owe STONEGATE interest in the amount of 15% per year on the past due amount.

Dishonored Payment Instruments: If any payment instrument issued by or on behalf of BOARDER is dishonored for any reason, BOARDER must immediately pay STONEGATE cash in the amount of the payment instrument plus any bank charges that STONEGATE may incur as a result of the dishonored payment instrument.

STONEGATE's Lien on Horses: BOARDER understands and agrees that STONEGATE has a general lien on horses for amounts due to STONEGATE under this agreement. Accordingly, BOARDER may not remove any horse from STONEGATE premises until all amounts due under this Agreement are paid in full unless BOARDER receives prior written permission from STONEGATE.

### 5. Horse Health

Every mammal comes into contact with potentially dangerous viruses and bacterial infections in the course of daily life, and horses are no different. This makes vaccinations a critical component of a comprehensive horse wellness plan. Before bringing any Horse onto STONEGATE premises, BOARDER must provide STONEGATE with a copy of a current & negative Coggins Test and proof that Horse has received the following core vaccinations set forth below. Note date of last vaccinations below.

Rabies \_\_\_\_\_ Strangles \_\_\_\_\_ West Nile Virus \_\_\_\_\_  
Rhino \_\_\_\_\_ EEE/WEE/VEE \_\_\_\_\_ Influenza \_\_\_\_\_  
Tetanus \_\_\_\_\_  
Copy of Current Negative Coggins \_\_\_\_\_

Ongoing Vaccination Requirements: At BOARDER's expense, BOARDER agrees to adhere to the ongoing vaccination requirements described above. Upon request by STONEGATE, BOARDER must promptly provide STONEGATE with proof that BOARDER has met the ongoing vaccination requirements with respect to each Horse. If BOARDER does not promptly provide STONEGATE with proof, STONEGATE may elect to arrange for vaccinations to be administered at BOARDER's expense.

Parasite Control: To reduce worm burden, STONEGATE requires that all horses be dewormed on the same cycle of every 8 weeks with Ivermectin Paste 1.87%. STONEGATE will administer the oral paste to all horses on the same day and charge BOARDER the cost of the tube plus \$5 OR BOARDER may provide their own tube and STONEGATE will administer it at no charge.

Farrier Care: At BOARDER's expense, BOARDER agrees to properly care of each Horse's hooves, including farrier care every 8 weeks. If, in STONEGATE's reasonable judgment, BOARDER has not fulfilled BOARDER's obligations, STONEGATE may arrange for farrier care at BOARDER's expense.

Urgent Veterinary Care: If, in STONEGATE's reasonable judgment, any Horse appears to require urgent veterinary care, STONEGATE will attempt to contact BOARDER at the telephone number(s) provided. If STONEGATE is unable to reach BOARDER promptly, STONEGATE may have a veterinarian administer care



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to Horse. If Veterinary care is administered, BOARDER agrees to pay for such Veterinary care and all applicable charges, including charges for STONEGATE. BOARDER understands and agrees that in certain instances, appropriate veterinary care may include euthanasia. If BOARDER does not want Horse to receive certain types of veterinary care, including euthanasia, or care beyond a certain dollar limit, BOARDER must notify STONEGATE of such limitations in writing. Use space below.

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Exercise and Grooming: Unless previously arranged, BOARDER is solely responsible for providing adequate grooming and exercise for each Horse.

### 6. Damage to STONEGATE Property

Except for normal wear and tear, BOARDER agrees to pay for any damage to STONEGATE property caused by boarder, any Horse, or any guest of BOARDER (including, but not limited to family members, employees, and independent contractors.) STONEGATE may, but is not required to, allow BOARDER to repair such damage and if BOARDER does so, the repair must meet with STONEGATE's approval. If STONEGATE repairs any such damage, STONEGATE will invoice BOARDER for such repair and BOARDER agrees to pay such charges.

### 7. STONEGATE Rules

BOARDER understands and agrees to follow the "STONEGATE Rules" hereafter known as "Rules" set forth in this document. STONEGATE may change the Rules at its discretions by providing written notice to BOARDER or posting such changes in a prominent location at STONEGATE. BOARDER agrees to follow such amended Rules. A copy of STONEGATE RULES has been received, understood and signed by the BOARDER & their Guardian if the BOARDER is under 18. BOARDER & GUARDIAN is expected to make sure all Guests understand and follow same rule. Repeated and/or serious violation of the RULES will be considered a material breach of this **agreement and therefore be ground for termination.**

### 8. Termination of Boarding Agreement

BOARDER and STONEGATE each have the right to terminate this Agreement for any or no reason upon 30 days prior written notice to the non-terminating party. The notice need not specify a reason for termination.

Termination for Cause: BOARDER understand and agrees that if STONEGATE determines, in its sole discretion, that BOARDER has materially breached this agreement, STONEGATE may terminate this agreement for cause upon 30 days prior written notice to Boarder. Examples of material breach include, but are not limited to, repeated &/or serious violation of the Rules, theft of property, and non-payment.

Removal of Horse & Personal Property after Termination: STONEGATE must be paid in full before BOARDER will be permitted to remove any Horse from the premises. Each Horse remaining on the premises following termination will be subject to all fees previously set. On the 5<sup>th</sup> day after the termination date of this agreement, any horse and personal property remaining on STONEGATE premises will automatically become the property of STONEGATE and BOARDER agrees to forfeit BOARDER's interest in such Horse & personal property, regardless of its value. Accordingly, STONEGATE may sell, transfer, give away, or otherwise dispose of such Horse & property without further notice to or permission from BOARDER and STABLE may retain any and all proceeds to apply against amounts owing to STONEGATE from BOARDER and as compensation for administering the sale, transfer, donation or disposition of Horse and Personal Property. BOARDER agrees to take such steps as may be necessary to transfer title(s) and registration paper(s) to STONEGATE. No notifications from BOARDER to STONEGATE



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will have an effect on the operation of this section unless STONEGATE agrees in writing to any modification.

### **9. Boarder's Assumption of Risk.**

BOARDER understands that keeping a Horse & personal property at any boarding facility is inherently risky. Horses could bite, kick, run into or otherwise injure a Horse(s). A Horse(s) may be allergic to feed or bedding, catch diseases or other contagious conditions from other Horses. A Horse may become cast, be bitten, or kicked by neighboring horses or otherwise be injured or killed. In inclement weather, ground may become muddy or slippery. As at any horse facility, there is always a risk of fire or theft. Personal property such as tack, equipment, feed, automobiles, and horse trailers could be damaged or stolen by other boarders, rodents, wild animals, horses, weather condition, earthquakes or fire.

**BOARDER understands and expressly assumes all risk of keeping Horse(s) on personal property on the premises, including the risk that STONEGATE, STONEGATE's owners, officers, directors, shareholders, employees, contractors, or agents (collectively the "STONEGATE Parties") may be negligent. Accordingly, BOARDER agrees upon behalf of him or herself, his or her heirs, guardians, legal representatives, successors, and assigned (collectively the "Boarder parties" not to sue the STONEGATE Parties or otherwise make a claim against such parties in connection with any injury to or death of any Horse. BOARDER understands and agrees that BOARDER is solely responsible for insuring each horse and their personal property.**

### **10. RISK of Injury or Death to Boarder**

BOARDER understands that horse-related activities are inherently dangerous and expressly assumes the risk associate with it. Even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, or pull back or otherwise act in such a way that may cause injury to BOARDER and others. **BOARDER agrees upon behalf of the Boarder Parties not to sue the STONEGATE parties or otherwise make claim against such parties in connection with any injury or death occurring on STONEGATE Premises.**

### **11. Trail Riding Risks**

BOARDER understands that riding horses outside of designated arenas ("Trail Riding") is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing BOARDER to fall off or otherwise become injured or die. Horses may also stumble or trip over natural and manmade obstacles, injuring or causing death to horses and/or BOARDER. BOARDER understands that the STONEGATE Parties do not inspect or maintain any trails or paths on or off STONEGATE premises and the STONEGATE Parties may no warranty whatsoever regarding the safety of paths and trails. **BOARDER agrees upon behalf of the Boarder Parties not to sue the STONEGATE Parties or otherwise make claim against such parties in connection with all risks associated with Trail Riding**

### **12. Release of Liability**

A copy of the Release of Liability Form has been received, understood and signed by the BOARDER or their GUARDIAN if the BOARDER is under 18. BOARDER and GUARDIAN understand that all Mounted Guests must have a valid signed form prior to mounting. NO EXCEPTIONS.

### **13. Emergency Contact Information**

I have received and completed the Emergency Contact and Information Form

### **14. Authorization for Medical Treatment**

A copy of the Authorization for Medical Treatment Form has been received, understood and signed by the BOARDER or their Guardian if the BOARDER is under 18. Acceptance of this form is not mandatory,



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but will be useful should BOARDER become unconscious and needs medical care and their Emergency Contact is not available.

### 15. Governing Law and Venue

This agreement shall be governed by the laws of Kansas. The parties hereby agree that any legal action under the Agreement must be brought in Sedgwick County, Kansas.

#### WARNING

Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

Per Kansas law, inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- (3) certain hazards such as surface and subsurface conditions;
- (4) collisions with other domestic animals or objects; and
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

### BOARDER ACCEPTANCE & SIGNATURE

\_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNATURE OF BOARDER *(Parent or Guardian must sign for rider 17 & under)*

\_\_\_\_\_ For \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNATURE OF PARENT, or GUARDIAN (Please Print)

\_\_\_\_\_  
 ADDRESS: Street, City, State, Zip Code

### STONEGATE ACCEPTANCE & SIGNATURE

\_\_\_\_\_ DATE \_\_\_\_\_  
 Gail R. Matheus