

Hilltop ranch



**500 W. Main Street
Robins, Iowa 52328
(319)393-2135**

BOARDING AGREEMENT

IT IS AGREED BY AND BETWEEN HILLTOP RANCH LLC, referred in this contract as "Hilltop Ranch" and _____, owner of _____ (horse's name), registration No. _____, a stallion _____, mare _____, gelding _____, breed _____, color _____, brand _____.

1. The following shall govern board rate:

- a. _____ The undersigned owner(s) shall board _____ horse(s) in _____ stall(s) at \$400.00 per month (in the Long Isle or Arena stalls) for a horse less than 1200 lbs and \$425.00 per month for a horse greater than 1200 lbs. An additional \$50 for stalls with paddocks and an additional \$400 for foaling stall with attached paddock (total charge for foaling stall is \$800/month). The boarding fee includes turnout (weather permitting), hay, bulk sawdust, and stall cleaning. Additional feed supplements, bagged sawdust, and grain are at the owner's expense but Hilltop Ranch personnel will feed at no extra charge.
- b. _____ West Wing board includes grain, bulk sawdust, stall cleaning and daily turnout \$400/month
- c. _____ West Wing board includes bulk sawdust, stall cleaning, and daily turnout but does not include grain \$350/month
- d. _____ pasture board _____ horse(s) for \$200.00 per horse. Pasture board includes pasture, automatic waterer, shelter, and hay.
- e. All board payments must be delivered to Hilltop Ranch on the 1st day of the month, commencing on the _____ day of _____, 20____ until the date of termination of this Boarding Contract.
- f. 2.0% interest will be added for each day the board payment is received after the 5th of the month.
- g. \$25 per horse/month is deducted when more than one horse is boarded at Hilltop Ranch.
- h. In the event the above described horse(s) is removed or taken from Hilltop Ranch by owner or owner's authorized agent or representative before the final day of the month, there will be no refund of the month boarding payment and the undersigned owner agrees to give 1 month notice prior to removing the horse from Hilltop Ranch.
- i. Prior to bringing the horse to Hilltop Ranch, a health report and negative coggins (if from out of state) is required, as well as a \$200 deposit (new boarders as of April 1, 2014).

2. The undersigned owner agrees and promises to pay any and all outstanding balances, amounts, or debts caused and incurred by the care and maintenance of the above described horse(s), including purchase of any equipment to further the maintenance and care of said horse(s), before the owner may remove any horse(s), boarded under this Boarding Contract, from Hilltop Ranch. The undersigned owner agrees that Hilltop Ranch may retain and hold the above described horse(s) as security and collateral until all debts and outstanding balances are paid in full. The undersigned owner further agrees that in the event a board bill, or outstanding balance remains unpaid for a period of 30 days from the date said balance was due, then in the event, Hilltop Ranch shall acquire full right and title to the above described horse(s) in order to satisfy any and all debts owned under this Boarding contract by the undersigned owner. However, in no event shall the rights recited in this paragraph constitute a waiver by Hilltop Ranch to utilize those methods of collection allowed by law to collect all sums due and owing under this contract.

Further, in case of any action or any proceedings in any court to collect any sums payable or secured herein or to protect the right, title and interest of Hilltop Ranch, or to any other case permitted by law in which attorneys' fees may be collected from the undersigned owner or imposed upon the undersigned owner, or upon the above described horse(s), the undersigned owner(s) agree(s) to pay reasonable attorney fees incurred by Hilltop Ranch.

3. Hilltop Ranch will provide ordinary care for the above described horse(s) as is customary in the business of boarding horses, and reserves the right to employ veterinary care at the undersigned owner's expense in case of emergency or injury to the above described horse(s).

Horse owner(s) are responsible for all veterinary and farrier bills. Veterinary bills are billed directly to horse owner. Farrier bills are paid by Hilltop Ranch at the time of service and amount due to Hilltop Ranch will be noted on subsequent board invoice.

In the case of emergency veterinary care, where the owner or another responsible party cannot be reached, Hilltop Ranch

_____ HAVE permission to authorize ANY care necessary
_____ HAVE permission to authorize care at a cost of up to
but not exceeding \$_____. In the event that the
cost of care will exceed the above noted amount, the
owner's explicit permission must be obtained.
_____ DO NOT HAVE permission to authorize any emergency
care.

4. The undersigned owner, during the described term, hereof, shall indemnify and save harmless Hilltop Ranch from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the premises of Hilltop Ranch and arising out of the use and occupancy of said premises by the owner and said horse(s), excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions by Hilltop Ranch or the employees of said enterprise.

Further, Hilltop Ranch, during the described term hereof, shall indemnify and save harmless the undersigned owner from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of Hilltop Ranch or their employees; or arising out of the owner's use of the Common Facility (if any) as defined by this Boarding Contract, excepting those claims and demands for injuries and damages based upon the owner's act or omissions while using the Common Facility.

NOTE: Hilltop Ranch strongly recommends the use of protective headgear and appropriate footwear during the riding and handling of horses. Any and all riders who do not use protective headgear or appropriate footwear do so at their own risk. All children under the age of 18 who participate in any and all riding activities at Hilltop Ranch are required to wear protective headgear. A parent must sign the attached Helmet Release form if a minor is to be allowed to ride without a helmet. This unconditionally releases Hilltop Ranch, and its successors, from any and all liability claims arising from injury sustained while riding horses without a helmet.

Furthermore, any visitor to Hilltop Ranch is required to wear a riding helmet while mounted and also sign a release of liability form before riding. These forms are available in the rider's lounge.

5. In order to establish the value of the above described horse(s), particularly if the horse(s) value is \$2,000 or greater, the undersigned owner agrees to submit, within 10 days from the date of signing of this agreement, an appraisal, by a recognized person having knowledge of the fair market value of a horse, establishing the value of the above described horse(s), to Hilltop Ranch.

The undersigned owner(s) further agree(s) to carry and provide all necessary insurance coverage of the above described horse(s) during the term described in this Boarding Contract. If the value of the above described horse(s) is greater than \$2,000 (per horse), the owner is responsible for carrying a mortality insurance policy on each animal.

The undersigned owner does declare the value of the above described horse to be:
\$ _____

_____ The undersigned owner agrees to carry insurance on the above described horse.

_____ The undersigned owner declines to carry insurance on the above described horse.

6. Hilltop Ranch must receive written authority from the undersigned owner before the above described horse(s) may be used by or delivered to anyone but the owner. However, in the case of trespass or theft, the owner named herein shall hold and save harmless Hilltop Ranch from and against any and all claims and demands for loss or damage to property.
7. In the event the above described horse(s) is/are removed from Hilltop Ranch, or at time of termination of this Boarding Contract, the undersigned owner agrees to pay in full within 15 days of date of removal or termination, whatever the case may be, any and all charges, expenses and damages incurred by Hilltop Ranch in order to restore and repair said horse(s) stall or other property damaged by undersigned owners horse(s). Further, the undersigned owner(s) agree(s) to reimburse Hilltop Ranch for all costs incurred for the repair and maintenance of the horse's(s) stall(s) which repair and maintenance was caused by the horse's(s)' use of the stall(s).
8. The parties named herein agree that all horses boarded at Hilltop Ranch must be halter broke and gentle.
9. The undersigned owner agrees to hold Hilltop Ranch harmless during the term hereof for accident, sickness, damage or death of the owner's horse(s) where such loss was a result of the acts or omissions of the owner.
10. Anytime during this agreement, Hilltop Ranch has the right to ask the undersigned owner to remove their horse from the property if: 1) Hilltop Ranch deems the horse a danger to it's personnel or other Hilltop Ranch boarders and their horses or 2) the horse is causing damage to the Hilltop Ranch property.
11. Additional terms:
 - a. Equipment stored by owner (boarder) on premises is not the responsibility of Hilltop Ranch. This includes tack and horse trailers.
 - b. Based upon availability, lockers will be issued to each owner.

Dated this ____ day of _____, 20__.

By _____
Hilltop Ranch Representative

Owner

Spouse of Owner

Address of Owner

Telephone Number

E-mail address