

Horse(s) Arrival Date _____
 Departure Date _____



Horse Boarding Agreement & Liability Release (revised 9/18)

Between Hidden Hills Farm & Saddle Club (also called Hidden Hills) and Owner (herein called Owner):

OWNER INFORMATION

Owner's Name _____ Birthday (opt) _____
 Address _____
 City _____ State _____ Zip _____
 Phone(s) _____
 Email _____ (will be used for invoices)
 Emergency Contact (if you cannot be reached) _____
 Others with permission to access Owner's horse(s) *without* Owner's presence (*must* sign Release and Waiver of Liability as a Guest): _____

HORSE INFORMATION

	Horse 1	Horse 2
Name		
Date of Birth/Age		
General Description		
Sex		
Breed and Registration/ Tattoo#		
Last Coggins (copy req'd)		
Last Deworming		
Last Vaccinations	EWTT RF West Nile Rabies Strangles	EWTT RF West Nile Rabies Strangles

MONTHLY BOARDING OPTIONS AND FEES *(I've read and agree to this section. _____ Owner's Initials)*

The basic monthly fee depends on your boarding needs as discussed with management. Note that your boarding option can be changed at any time with a written agreement with Hidden Hills management.

Please check your choices below:

Regular Pasture Board: \$200/month X _____ horse(s) \$ _____
 Economy Pasture Board: \$170/month X _____ horse(s) \$ _____
 Private Stall: \$300/month X _____ horse(s) \$ _____
 Full Board (as available): \$400/month X _____ horses(s) \$ _____
 Other Boarding Arrangement _____ \$ _____

TOTAL \$ _____

In consideration of \$ _____ per month (not including any occasional stall use or extra service fees) paid by Owner in advance of or before the 1st of each month, Hidden Hills agrees to board the herein described horse(s) on a month to month basis commencing _____ 20____. Partial month's boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

RIGHT OF LIEN (*I've read and agree to this section.* _____ *Owner's Initials*)

Owner understands that a \$15 late fee per month applies to late payments, and that Hidden Hills has the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment for any amounts due plus late fees, if any, and Hidden Hills can then sell the horse(s) to recover its loss or retain the horse(s) until the indebtedness is satisfactorily paid in full.

FEEDING AND MANAGEMENT PRACTICES (*I've read and agree to this section.* _____ *Owner's Initials*)

Hidden Hills agrees to provide adequate forage and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner understands that Hidden Hills usually ceases daily operations on Saturday.

- The herds are checked regularly, and Owner or Emergency Contact is contacted immediately, if possible, if any serious health-related concerns are noticed.
- Salt and water are provided by Hidden Hills. Square-baled fescue hay is fed daily from November thru March, or as the pasture growth indicates; double hay is fed on Friday, unless there is inclement weather, in which case we feed on Saturday as well.
- Herds are rotated between pastures regularly during the growing season. Other regular pasture maintenance includes dragging, mowing, weed-killing, overseeding, fertilizing, and liming.

Owner is responsible for feeding any grain and stall hay and water. Hidden Hills provides self-serve grain in the Milk Barn Feed Room for Owner's use. If Owner chooses to use another type of feed or include supplements, it is at the Owner's cost. No personal feeds or supplements may be stored in the Feed Room without permission from Hidden Hills, as there is little extra storage room. Hay will be available as needed for stall use.

Owner is responsible for cleaning up after himself/herself. This includes removing manure left by his/her horse and keeping his/her things put away in their designated places and following the other "barn-keeping" rules as noted in the Hidden Hills Farm Rules.

STANDARD OF CARE (*I've read and agree to this section.* _____ *Owner's Initials*)

All boarded horses must be kept in good health, including regular grooming, hoof care, deworming, vaccinations, and coggins testing. Owner must provide Hidden Hills with a copy of current negative coggins to keep on file. Owner agrees that boarded horses will participate in Hidden Hills' deworming and immunization programs, as described below. Hidden Hills will remind Owner of required health care due in the monthly newsletter, *Hoofbeats*. For the health of the Owner's horse(s) and the other horses at Hidden Hills, **Owner must take care of the required care within the time frame given and notify Hidden Hills of care given or Hidden Hills will automatically assume responsibility for care and will charge Owner a service fee for needed care.** Also, please note that, if necessary, Hidden Hills will take reasonable action to remedy a horse's further neglect, at the Owner's expense.

Hidden Hills uses the following equine medical professionals, though others are welcome at the farm:

Veterinarians: Equine Medical Center (Drs. Arlynn Blazer and Scott Williams), 423-559-9690
Crossroads Equine Services (Dr. Michael White), 423-883-1426

Farriers: Josh Morrison, 931-273-1009
Christina Mendoza-Green (barefoot trim), 423-310-4282

Vaccinations All horses must be vaccinated on Vet Day in April and again in October, per our veterinarian's recommendation. Owner may either have the vet administer the vaccinations or they can administer the vaccinations themselves and show the tags. Required vaccinations, per the vet's recommendation, are as follows: EWTT, RF, Strangles, Rabies, and West Nile.

Deworming For effective parasite control, **all horses must be dewormed between the 1st and 10th of the following months**, per the following schedule, with the product indicated. For Owner's convenience, Hidden Hills provides the dewormer each time, simply adding the cost of the dewormer to that month's invoice.

- February: Safeguard or Panacur (fendabendazole)
- June: Zimectrin Gold or Equimax (ivermectin/praziquantal)
- October: Strongid or Exodus (Pyrantel pamoate)
- December: Zimectrin Gold or Equimax (ivermectin/praziquantal)

Hoof Care Owner is responsible to schedule a farrier for their horse's hoof needs. Hidden Hills recommends hoof care every 6-8 weeks, and will intervene, at the Owner's expense, if hooves are neglected to detriment of the horse.

Other Care Hidden Hills recommends scheduling regular teeth care and sheath cleaning (geldings) when the vet comes out in April or October.

EMERGENCY CARE *(I've read and agree to this section. _____ Owner's Initials)*

If emergency medical treatment is needed (including necessary care due to neglect), Hidden Hills will attempt to contact the Owner, but in the event that the Owner is not reached, Hidden Hills has the authority to provide care and/or secure emergency veterinary and/or farrier care. The Owner is responsible to pay all costs relating to this care. Hidden Hills is authorized as the Owner's agent to arrange billing to the Owner.

DAMAGES AND RISK OF LOSS *(I've read and agree to this section. _____ Owner's Initials)*

Owner agrees to hold Hidden Hills harmless from any claim resulting from damage or injury caused by said horse(s), Owner or his/her family, guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Hidden Hills in defense of such claims. Owner will pay Hidden Hills for damages (beyond reasonable wear and tear) to Hidden Hills' premises or property, however caused by Owner, Owner's horse(s), or Owner's family, guests, and invitees.

Owner understands and is aware that natural and manmade conditions, including but not limited to weather conditions, water, wild and domestic animals, insects, and the existence of potential hazards in the natural terrain or manmade objects (including but not limited to holes, barbed wire, and other hazards) may potentially cause his/her horse(s) injury and/or death. **Owner acknowledges that Owner has inspected the facilities at Hidden Hills to his/her satisfaction and finds them sufficient for the well-being of Owner's horse(s).**

Hidden Hills shall not be responsible for any damage, sickness, disease, theft, injury, or death suffered by the Owner, the Owner's horse(s), the Owner's tack and equipment, the Owner's family, guests, or invitees, or any person on or off the premises of Hidden Hills, howsoever caused. This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on Hidden Hills' premises. Owner fully understands and hereby acknowledges that Hidden Hills does not carry any insurance on any horse(s) not owned by Hidden Hills, including, but not limited to, such insurance for 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 Hidden Hills, are to be borne by Owner. The Owner agrees to indemnify Hidden Hills, its owners, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from all claims arising in respect to this paragraph. All risks are assumed by the Owner. All costs, no matter how catastrophic, connected with boarding are borne by the Owner.

The horse(s) and all tack and equipment of the Owner and lodged on Hidden Hills premises shall be at the sole risk of the Owner, who assumes all responsibility for insuring his/her horse(s), tack and equipment.

Is your horse insured? Yes No

If yes: Name of Insurance Company _____
Policy Number _____

RULES AND REGULATIONS *(I've read and agree to this section. _____ Owner's Initials)*

The Owner agrees to observe all necessary safety precautions and general rules while on the premises of Hidden Hills, including, but not limited to, the posted Farm & Safety Rules. Owner agrees he/she and his/her family, 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. Hidden Hills 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 at Hidden Hills' sole discretion, of Owner or Owner's guests to abide by Hidden Hills rules may result in Hidden Hills declaring Owner in default hereunder and result in termination of this Agreement.

GUESTS AND FOR-PAY SERVICES *(I've read and agree to this section. _____ Owner's Initials)*

The Owner accepts full responsibility for the safety of any person (which includes anyone not on this Agreement, even another Hidden Hills boarder, student, or volunteer) he/she invites onto the premises of Hidden Hills, whether or not that person handles or rides Owner's horse(s). The Owner is responsible to ensure that *all* family, guests, and invitees (herein after collectively referred to as "guests") sign a Release and Waiver of Liability (located in the Feed Room of the Milk Barn) and follow all Farm Rules. In the event that such Waiver is not executed by Owner and/or Owner's guests, Owner shall be solely responsible for injury or damage to the Owner or the Owner's guests, and Owner shall defend, indemnify and hold harmless Hidden Hills and its officers, agents and employees, from

any and all liability, claims, demands, or actions for injury or death to Owner, Owner's guests, or injury to property of the Owner or Owner's guests which are in any way connected with activities engaged in by Owner or Owner's guests.

For the security of Owner's horse(s) and for the safety of all, if Owner chooses to allow another party private access to his/her horse(s) when Owner is not present who is not already noted on this Agreement, Owner must first receive permission from Hidden Hills, then provide a written notice of the arrangement to Hidden Hills.

Owner is not allowed to provide services for pay to anyone (i.e. lessons, pony rides, etc.) without prior written permission from Hidden Hills management.

TERMINATION (*I've read and agree to this section. _____ Owner's Initials*)

The Owner agrees to give Hidden Hills two (2) week's written notice prior to the termination of this Agreement and the removal of the Owner's horse(s). Any and all outstanding charges must be paid in full by the Owner before the horse(s) may leave Hidden Hills. The Owner cannot assign this Agreement unless Hidden Hills agrees in writing. Furthermore, Hidden Hills reserves the right to terminate this Agreement if Owner defaults on any part of this Agreement.

Hidden Hills reserves the right to terminate this boarding agreement as follows:

- A. If, in the opinion of Hidden Hills, the horse is deemed dangerous or undesirable for the Hidden Hills boarding facility, Owner agrees to remove the horse(s) from Hidden Hills within seven (7) days of receipt of written notice from Hidden Hills. In such case, the Owner shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to Hidden Hills in advance to be returned to Owner upon termination of this Agreement.
- B. Without cause, Owner agrees to remove the horse(s) from Hidden Hills within seven (7) days of receipt of written notice from Hidden Hills. In such case, the Owner shall be responsible for all fees incurred during the horse's stay, with any unearned fees paid to Hidden Hills in advance to be returned to Owner upon termination of this Agreement.
- C. With cause. Actions such as stealing, use of alcohol or narcotics, flagrant damage or destruction of Hidden Hills property, flagrant violation of Hidden Hills rules, abuse of animals, physical or verbal abuse of Hidden Hills personnel or other boarders will not be tolerated and will result in immediate expulsion from the premises and termination of this Agreement. In such case, Owner agrees to remove horse(s) from Hidden Hills within seven (7) days of receipt of written notice from Hidden Hills of said violation. In such case, Owner agrees that any and all advance fees paid to Hidden Hills will be retained as liquidated damages.

RELEASE OF LIABILITY

I, the undersigned Owner, am at least 18 years of age, and agree for myself, my heirs, personal representatives and assigns to release and hold harmless Hidden Hills, its owners, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures (herein after collectively referred to as "associates") from any and all liability, claims, demands, actions and causes of action, and legal liability whatsoever, whether the same be known or unknown, anticipated or unanticipated, due to Hidden Hills and/or its associates ordinary or gross negligence; and I do further agree I shall not bring any claims, demands, legal actions and causes of action against Hidden Hills and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss by death of the boarded animal(s) and/or sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of Hidden Hills, to include being near horses owned by or in the care, custody and control of Hidden Hills whether on or off the premises of Hills.

I, the Owner, have read and agree to everything in this document, as well as the Release and Waiver of Liability Agreement and the Hidden Hills Farm & Safety Rules, which I have also signed.

I additionally grant Hidden Hills permission and all rights to use any photograph of Owner and Owner's horse(s), taken on Hidden Hills premises or at any Hidden Hills activity, in any Hidden Hills promotion or marketing effort.

Owner's Signature _____ Date _____

Boarder Benefits and Responsibilities

1. Above all else, we want you to enjoy your time at Hidden Hills. We hope you feel God's peace as you participate in and with His Creation while you are here. You and your family and guests are welcome enjoy the farm and its amenities (trails, cabin, etc.) for hikes, picnics, or even camping with prior permission from Hidden Hills management and per the Farm Rules. We will also be happy to schedule events for your group, such as bonfires and hayrides.
2. The Farm is open to you from 7 am to 9 pm, seven days a week. If you plan to be at the farm outside of these hours, please notify management. Please note that management usually takes Saturday off, though we are available if you need us in an emergency.
3. You have unlimited access to all trails and open pastures for riding. The round pen and arenas are open as long as no lessons are in session. Please be considerate of others and use good arena etiquette when using these areas with other boarders.
4. The non-private Milk Barn stalls are available to use for feeding/grooming/tacking. (Private stalls are marked with a stall plate; if the plate is empty, the stall is available for any use). You are responsible to thoroughly clean your stall *immediately* after use. If you need a stall for more than a couple hours (emergency use or inclement weather), please note your use on the Information Board in the Feed Room and make sure you clean the stall thoroughly when you are through. A \$5 Stall Use fee will be included on your next invoice.
5. Storage space is available for all boarders for you tack and gear. This includes one saddle rack and bridle hook *per horse*, and space for one gear box *per Owner*. Please keep your space and stuff neat! If you have more gear than what fits in your assigned space, please keep it at home.
6. We can't stress the importance of keeping things neat and clean! This includes picking up your trash, cleaning up after your horse, and putting away gear, tack, and tools. In particular, we ask that you help keep the stalls and barn floors clean. When your horse is finished using a stall, please pick out as much manure and wet shavings as possible, turn the shavings so you don't miss anything that got buried, and then level the shavings back out. Please do not add new shavings unless you have the opportunity to completely rebed the stall. If your horse has been in the stall overnight, please be prepared to completely empty and fill the stall (fill to the top of the door kickboard). Finally, please sweep the aisles after yourself—it really keeps the barn looking top notch!
7. You are welcome to invite guests to the farm to see/ride your horse. Remember that all guests (which includes family members) *must* first sign a Release and Waiver of Liability. You are responsible for the safety of your guests, and it is up to you that they follow all Farm Rules.
8. Horse people are special people. Everyone has their own ideas about how horses should be treated and handled and trained and . . . Please respect each other's differences, and treat each other with courtesy and an open mind so that our Farm continues to be a place we all enjoy being a part of. If there is a problem, it's best to talk it over first with the person you might have an issue with; if the problem persists, please bring the issue to management, not to the rest of the boarders. Thank you!