

BOARDING AGREEMENT (Page 1 of 3)

This agreement is made and entered into by and between \_\_\_\_\_ (here inafter referred to as "horse owner") and Louise Di Tomaso and Peter Di Tomoso, d/b/a BAY CREEK FARM.

This agreement concerns the horse(s) described as follows:

	Horse 1	Horse 2	Horse 3
Name			
Age			
Sex			
Color			

BAY CREEK FARM agrees that it shall, in consideration of the payment identified in the next paragraph, hereinafter, board the horse(s) in a stall or pasture and feed, water and care for the horse(s) in a good husband like manner. In addition BAY CREEK FARM shall provide discretionary turn-out for stall boarders.

In consideration for the services rendered by BAY CREEK FARM, horse owner hereby agrees to pay BAY CREEK FARM (Louise Di Tomaso) \$\_\_\_\_\_ per month payable and due on the **FIRST** (1<sup>st</sup>) day each month in advance. If said amount is not paid by the **FIFTH** (5<sup>th</sup>) day of each month, horse owner agrees to pay a late fee of \$25.00 per horse, PLUS an additional \$5.00 per day, per horse, for every day that it is late after the **FIFTH** (5<sup>th</sup>).

In addition, horse owner agrees to make all arrangements for the periodic shoeing of the horse and hereby agrees to assume all costs thereof.

Horse owner hereby acknowledges that BAY CREEK FARM is entitled to a lien against the boarded horse(s) for the value of the services rendered and that BAY CREEK FARM shall be entitled to enforce said lien according to the law of the State of Georgia.

Horse owner and BAY CREEK FARM mutually agree that in the event that any of the horse(s) covered by this Agreement shall require the services of a veterinarian, BAY CREEK FARM will immediately attempt to contact the horse owner. In the event the horse owner cannot be reached at a number(s) a licensed veterinarian shall be called and horse owner hereby authorizes veterinarian to give necessary treatment. Horse owner agrees to pay any and all fees charged by said veterinarian.

All horses shall be maintained on BAY CREEK FARM's preventative medicine program. The program shall include but is not limited to:

- Vaccinations
- De-worming, and
- Maintaining a current negative Coggins for Equine Infectious Anemia.

Any and all written notices required to be sent to the horse owner shall be delivered to the following:

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** Home \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

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Horse owner hereby relieves BAY CREEK FARM of the duty of exercising extraordinary care with respect to the horse(s) covered by this Agreement.

Furthermore, the horse owner hereby releases Louise Di Tomaso and Peter Di Tomaso, BAY CREEK FARM, its instructor, Louise Di Tomaso, agents, employees, executors, heirs and administrators from any and all claims, cause of action-whether now existing or hereafter accruing or maturing at any time-in any way related to the use of BAY CREEK FARM by Rider except BAY CREEK FARM's gross negligence or intentional acts.

The term Rider shall mean not only horse owner, but also any minor of horse owner and also any person who uses BAY CREEK FARM with permission of horse owner. The horse owner fully understands that he or she uses the facilities of BAY CREEK FARM at his or her own risk.

The horse owner hereby agrees to hold and save Louise Di Tomaso , Peter Di Tomaso and BAY CREEK FARM, its instructor, Louise Di Tomaso, agents, employees, executors, heirs and administrators harmless from each and every claim, demand, liability or other obligation which may arise or be connected with loss, injury, or damage to the Rider relating to the use of BAY CREEK FARM.

The horse owner agrees and covenants never to bring any action at law or equity against Louise Di Tomaso, Peter Di Tomaso, BAY CREEK FARM its instructor Louise Di Tomaso, agents, employees, executors, heirs and administrator on behalf of injury, damage or other loss suffered by Rider and connected with the use of BAY CREEK FARM horses, equipment or facilities; and the horse owner shall defend Louise Di Tomaso and Peter Di Tomaso, BAY CREEK FARM, its instructor, Louise Di Tomaso, agents, employees, executors, heirs and administrators against any such actions brought by any other person with respect to riders use of said horses, equipment, or facilities and shall indemnify Louise Di Tomaso , Peter Di Tomaso and BAY CREEK FARM, its instructor, Louis Di Tomaso, agents, employees, executors, heirs and administrators, for anything for which rider is responsible alone, jointly or severally.

Horse owner hereby agrees to abide by the rules and regulations of BAY CREEK FARM as amended from time to time.

This agreement – together with the rules and regulations referred to herein- constitute the entire agreement between parties hereto and there are no other agreements between the parties hereto except as expressly set forth herein.

This agreement is intended to be severable with a thirty (30) day written notice. If any term or provision hereof is illegal in validity shall not affect the validity or enforceability of the remainder of this agreement.

This agreement shall be governed and interpreted exclusively and by under the law of the state of Georgia.

**WARNING**

**Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.**

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Horse Owner Signature \_\_\_\_\_

Print name \_\_\_\_\_

BAY CREEK FARM \_\_\_\_\_