

## **BOARDING AGREEMENT**

This Agreement made and entered into by and between \_\_\_\_\_ (hereinafter referred to as "Horse Owner") and Gene Dixon, Yvonne Richardson, and John Dixon dba HAWKES CREEK FARM (hereinafter referred to as HCF.)

1.) This agreement concerns the horse or horses described as follows, to begin boarding on the following date: \_\_\_\_\_:

a.) Horse name: \_\_\_\_\_ b.) Sex: \_\_\_\_\_ c.) Age: \_\_\_\_\_ d.) Color: \_\_\_\_\_

2.) HCF agrees that it shall board the horse in a stall and feed, water and care for the horse in a good and husband like manner; however, Horse Owner hereby relieves HCF of the duty of exercising extraordinary care with respect to the horse(s) covered by this Agreement.

HCF shall perform the additional services:

a. \_\_\_\_\_

b. \_\_\_\_\_

3.) a. Horse Owner hereby agrees to pay HCF \$\_\_\_\_\_ per month payable on the 1<sup>st</sup> day of each month in advance. If said amount is not paid by the 5<sup>th</sup> day of each month, Horse Owner agrees to pay a \$2.50 per day late fee beginning on the 6<sup>th</sup> of the month until paid in full. Partial payment of amounts due does not alleviate Horse Owner from any late fee amounts. Horse Owner shall pay HCF for any requested added services according to the schedule of fees provided with this agreement. HCF may modify amounts billed to Horse Owner by providing a minimum of a thirty day notice.

b. Horse Owner shall give HCF at least 30 day advance notice in writing prior to removing any horse from HCF. Horse Owner acknowledges that, if a 30 day notice is not given, finding a new suitable boarder may be difficult, that damages are difficult to estimate and that not as a penalty, board will be due and payable at the current rate for such 30 days. Any partial month resulting from a 30 day notice by owner will be billed and paid by owner according to the daily or weekly rate in effect at the time of notice and included in HCF schedule of fees. HCF shall also give Horse Owner 30 days advance notice before making horse owner remove their horse; provided, however, if Horse Owner is in a breach of this Agreement or, if HCF refunds (pro rate on a daily basis) any prepaid board, HCF may demand Horse Owner (and her horses) leave on a 24 hour notice; and in either event, Horse Owner agrees to remove their horse(s) within such 24 hour period.

4.) HCF may make arrangements for non – emergency veterinary and farrier work. Horse Owner will be billed, and payment will be due as part of the following monthly bill.

5.) a. Horse Owner and HCF mutually agree that in the event any of the horses covered by this Agreement shall require the services of a veterinarian, HCF will attempt to contact the Horse Owner by telephone. HCF will attempt to contact horse owner by telephone. HCF is hereby authorized to call Dr. \_\_\_\_\_ D.V.M., and should she be unavailable, to all another licensed equine veterinarian of HCF' choice. Horse Owner herby agrees to pay any and all fees charged by said veterinarian.

b. Horse Owner agrees that HCF may establish the worming and shot schedule for all horses at HCF and Horse Owner agrees to abide exactly by such schedule and to use, administer, cause to be administered or allow HCF to administer (under the direction of a veterinarian) or cause to be administered the kind of wormer selected by HCF on Horse Owner's horse(s). Horse Owner agrees to use, administer, cause to be administered or allow HCF to administer (under the direction of a veterinarian) or cause to be administered the following shots – Eastern and Western Encephalitis and Tetanus (EWT) and flu and Rhino and Strangles and West Nile Virus – on Horse Owner's horses on the exact schedule determined by HCF. Horse Owner agrees to pay promptly all costs and charges associated with such worming and shots received by Horse Owner's horse(s).

c. Horse Owner represents to HCF that the above identified horse (s) tested negative for Equine Infectious Anemia within the past twelve months. Horse Owner shall deliver proof of such negative testing to HCF within 2 days of signing this Agreement. Horse Owner agrees to have such horse (s) tested at least annually for Equine Infectious Anemia and to deliver promptly to HCF proof of the results of such test. In the event such horse(s) tests positive for Equine Infectious Anemia, HCF may demand that such horse(s) leave HCF instantly, in which even Horse Owner agrees to remove such horse(s) within 24 hours of giving such notice.

6. a. HCF recommends that the Horse Owner shall at his or her own expense and at all times during the term of this Agreement keep in full force and effect mortality insurance in an amount equal to the fair market value of his/her horse(s). In the event of death of his/her horse(s), Horse Owner shall look solely to its insurance policy, and Farm shall not be liable.

By initialing this paragraph, Horse Owner agrees that he/she has voluntarily and intelligently chosen not to insure the horse and Owner accepts all risk of loss and injury of this horse and the prior paragraph shall not apply. \_\_\_\_\_

7. Horse Owner hereby acknowledges that HCF is entitled to a lien against the boarded horse or horses for the value of the service rendered and expenses incurred and that HCF shall be entitled to enforce a lien according to the laws of the State of Georgia.

8. Any and all written notices required to be sent to Horse Owner shall be mailed by regular mail to the following address:

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

9. The undersigned acknowledges and fully understands that the Rider uses the property, equipment and facilities of HCF at his or her own risk. Furthermore, the Horse Owner hereby releases HCF, GENE DIXON, YVONNE RICHARDSON, JOHN DIXON and any landowner, their agents, officers, directors, employees, successors, assigns, executor, heirs, and administrators from any and all claims, causes of action, obligations, responsibilities, demands, liabilities and damages – whether now existing or hereafter accruing or maturing at any time – in any way related to or arising out of Rider’s use of HCF’ or such landowner’s property, horses, equipment or facilities except for HCF’ gross negligence or HCF’ intentional acts. The term Rider shall mean not only Horse Owner, but also any minor of Horse Owner and also any person who uses HCF’ property, equipment or facilities with permission of Horse Owner. The Horse Owner fully understands that he or she uses the property, horses, equipment and facilities of HCF at his or her own risk. The Horse Owner hereby agrees to hold and save HCF, GENE DIXON, YVONNE RICHARDSON, JOHN DIXON, any landowner their agents, officers, directors, employees, successors, assigns 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. Horse Owner or his property or to the Rider or his property. The Horse Owner agrees and covenants never to bring any action at law or in equity against HCF, GENE DIXON, YVONNE RICHARDSON, JOHN DIXON any landowner their agents, officers, directors, employees, successors, assigns, executors, heirs, and administrators on behalf of Rider whether a minor or an adult, arising from or relating to any injury, damage or other loss to person or property suffered by Rider, and connected and connected with Rider’s use of HCF, property, equipment, horses, or facilities; and the Horse Owner shall defend HCF, GENE DIXON, YVONNE RICHARDSON, JOHN DIXON, HCF, any landowners, their agents, officers, directors, employees, successors, assigns, legal representatives, heirs, executors and administrators against any such actions brought by Rider or on Rider’s behalf with respect to Rider’s use of HCF’ or Rider’s property, equipment, horses or facilities and shall indemnify HCF, GENE DIXON, YVONNE RICHARDSON, JOHN DIXON, HCF, their agents, officers, directors, employees, successors, assistants, legal representatives, heirs, executors and administrators, for anything for which rider is responsible either alone, jointly or severally.

10. a. Horse Owner hereby agrees to abide by the rules and regulations of HCF as amended from time to time and to abide by any changes and additions to such rules as posted at [www.hawkescreekfarm.com](http://www.hawkescreekfarm.com). Owner agrees to accept notification of these rule changes by email at address in this agreement.

b. Horse Owner hereby acknowledged receipt of one copy of the present rules and regulations of HCF.

11. Horse Owner agrees to pay HCF promptly upon receipt of invoice all costs and expenses for the repair or replacement of any property – whether owned by HCF or not – damaged, destroyed, injured or otherwise harmed by any action or inaction of Rider or any of Rider’s horses. Examples include, but are not limited to, damage, destruction or injury to jumps, fences or fencing, stalls, buckets, tack or horses.

12. In the event any suit is brought by either HCF or Horse Owner to enforce any provision of this Agreement, the prevailing party shall be entitled to collect his/her expenses of litigation including reasonable attorney fees and costs.

13. This Agreement – together with the Rules and Regulations referred to herein and the Rider’s Release Agreement and Trainer’s Release Agreement, if any – constitutes the entire agreement between the parties hereto and there are no other agreements between the parties hereto except as expressly set forth herein.

14. This Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Agreement.

15. This Agreement shall be governed and interpreted exclusively by and under the laws of the State of Georgia. Horse Owner may not assign or transfer its rights or obligations under this Agreement without prior written consent of HCF.

**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\_\_\_\_.

Date: \_\_\_\_\_  
HORSE OWNER (SEAL)

Telephone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Email Address \_\_\_\_\_ Fax Number: \_\_\_\_\_

HCF

Date: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

Hawkes Creek Farm  
802 Hargrove Lake Road  
Winterville, GA 30683