

Hawk Feather Ranch



## BOARDING AGREEMENT and LIABILITY RELEASE

8451 Highway 166, Douglasville, GA 30135

303-842-4867

[www.hawkfeatherranch.org](http://www.hawkfeatherranch.org)

This BOARDING CONTRACT AND LIABILITY RELEASE (“Agreement”) is made between Hawk Feather Ranch, LLC (“Stable”), providing services as an independent contractor, and \_\_\_\_\_, (“Owner”).

Owner’s address: \_\_\_\_\_

Owner’s Phone number: \_\_\_\_\_ (home) \_\_\_\_\_ (cell)

Owner’s email: \_\_\_\_\_

### 1. FEES and TERMS

OWNER agrees to pay STABLE the monthly sum of \$ 225, per horse per month on the 1st of every month for boarding services located at 8451 GA Highway 166, Douglasville, GA 30135. STABLE agrees to board the herein described horse(s) on a month-to-month basis commencing on the \_\_\_\_ day of \_\_\_\_\_, 2024. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month.

Monthly board includes pasture turn out (with other horses) and stall, as well as use of facilities and arenas.

- Horse(s) must be fed at least once a day. Feed and hay provided by OWNER.
- Horse(s) should not be stalled for **more than 12 hours at a time**, except in inclement weather.
- Horses cannot be kept in a stall in hot weather.
  - If stable rest is recommended by a veterinarian in cases of illness or injury, OWNER must ensure horse’s comfort, such as providing box fans and appropriate regular exercise.
- Stalls and corral must be cleaned/ mucked once a day.
- 2 clean water buckets must be provided when horses are stalled. Turnout troughs (provided by STABLE) must be cleaned and topped off daily, by OWNER.

Owner is responsible to keep his/her stall area clean from cobwebs, maintain a clean box fan (if desired) and keep the stall front and barn aisle clean of clutter. A \$50 fee will be added if the STABLE has to muck a stall after repeated requests that are being ignored.

## LATE FEES

Board is due on the first of every month. Payments received between the second and tenth of the month will be subject to a late fee of \$25. Payments received after the tenth of the month will be subject to a late fee of \$45. There will be a \$35.00 fee for any returned checks.

## 2. DESCRIPTION OF HORSE(S)

	Horse 1	Horse 2	Horse 3	Horse 4
Name				
Age				
Color				
Sex				
Breed				

## 3. EMERGENCY CARE

STABLE agrees to contact OWNER, at the following emergency telephone number \_\_\_\_\_, should STABLE feel that medical treatment is needed for said horse(s). In the event the STABLE is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by a licensed provider.

Preferred Vet: \_\_\_\_\_ Number: \_\_\_\_\_

Preferred Farrier: \_\_\_\_\_ Number: \_\_\_\_\_

## 4. VACCINATIONS AND WORMING

Prior to arrival of horse(s) to STABLE, proof of current rabies, West Nile Virus, and Strangles vaccinations are required as well as a recent (60 day) negative Coggins test. OWNER must provide STABLE with a negative Coggins test hereon after every 12 months, as well as yearly vaccinations for the above.

The OWNER must inform STABLE of the worming schedule the horse(s) has/have been on. Horse(s) must be on a routine deworming schedule hereon after.

**5. HOOF CARE**

OWNER is responsible for maintaining the horse’s hoof health. An appropriately qualified farrier needs to attend to your horse on a routine basis to undertake trimming and if necessary, shoeing.

**6. LIABILITY INSURANCE**

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT, shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

**7. STABLE RULES**

OWNER hereby acknowledges receipt and understanding of the current “Barn Rules”. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. STABLE may revise these Rules and keep them posted at the barn entrance. Failure, as determined in STABLE’s sole discretion, of OWNER or OWNER’s guests and invitees to abide by “Barn Rules” may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

**8. RISK OF LOSS**

During the time that the horse(s) is/are on the premises of STABLE, STABLE shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse(s). OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s) not owned by STABLE, including, but not limited to, such insurance for boarding of any other purpose, 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 STABLE, are to be borne by OWNER.

**9. HOLD HARMLESS**

OWNER has inspected Hawk Feather Ranch facilities and is satisfied that all premises conditions are reasonably safe for OWNER’s intended purposes.

OWNER acknowledges there are inherent risks in being on or around horses. Those risks include serious bodily injury, property damage, and death. OWNER understands that these risks

arise from the fact that any horse may act unpredictably, and that all horses are capable of sudden, unexpected, and potentially dangerous movements with or without warning. OWNER understands that serious bodily injury, property damage, or death may result while engaging in equine related activities including, but not limited to, riding, petting, feeding, brushing, hoof picking, tacking, mounting, or dismounting. By signing this agreement, OWNER acknowledges that he/she is aware of the inherent risks of being on or around horses, knows that these risks include serious bodily injury, property damage, or death, but voluntarily chooses to accept these risks thereby assuming all responsibility for any injury, damage, or death caused to OWNER as a result of being on or around horses, and to hold harmless and release STABLE from any claim and all legal action or liability.

OWNER further agrees to hold harmless and release STABLE from any claim and all legal action or liability for any and all injuries, damages, or losses that OWNER's horse(s) may sustain at any time arising out of the boarding at Stable that may accrue from any cause whatsoever, including, but not limited to, fire, theft, running away, accidents, illness, or injuries during the term of this Agreement and while the horse(s) is/are in the STABLE's care, custody, or control.

It is also mutually understood and agreed that STABLE will not be liable for any loss of, or damage to, or theft of OWNER's tack, equipment, or any other personal belongings that may be kept on the premises of STABLE.

STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some unsafe way such as biting, kicking, rearing, or bolting. OWNER hereby releases, waives, and forever discharges STABLE of all actions of whatever kind arising from bodily injury, death, or property damage which relate in any way to STABLE's equine related services and activities. OWNER further agrees to indemnify STABLE for, and hold STABLE harmless from, all judgments, ordinary negligence, demands, attorney fees, and costs arising from any such action.

## **10. DEFAULT**

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT.

## **11. TERMINATION OF BOARD**

OWNER agrees that thirty (30) day notice shall be given to STABLE as to the termination of this agreement. OWNER is responsible for a full month's board should there be no written notification prior to horse leaving Stable premises. .

## **12. RIGHT OF LIEN**

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Georgia for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to horse(s) after two months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss.

This agreement constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties.

## **13. MALTREATMENT AND/OR NEGLECT**

Maltreatment of any animal while on Hawk Feather Ranch property is subject to immediate removal of the perpetrator from the property. Either local police or the Georgia Department of Agriculture will be notified of any act of animal cruelty or neglect.

Ignorance of proper equine care is NOT an excuse for maltreatment or neglect. If STABLE recognizes improper care, STABLE will coach OWNER as to proper equine care. If OWNER is unable or unwilling to learn and execute proper care for their horse(s), STABLE will alert either local police or the Georgia Department of Agriculture.

If horse(s) is/are neglected for 5 consecutive days, without OWNER providing for daily care of horses or communicating with STABLE, STABLE will ensure adequate care of horses for a non-refundable \$300 fee. If 10 consecutive days pass without communication from OWNER, it will be assumed the horse(s) has/have been forfeited to STABLE, who will retain ownership rights to the horse(s).

## **14. STABLE'S RIGHT TO REFUSE BOARD**

STABLE reserves the right to refuse the continuation of board of any horse for any reason, to include but not limited to: dangerous vices or health concerns for which STABLE is not equipped to handle; OWNER's refusal to obey Stable Rules and policies or to cooperate with STABLE on reasonable requests relative to the management, welfare, and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horses. In such an event STABLE shall give OWNER ten (10) days written notice to remove boarded horse(s) from premises. After all fees have been paid in full, this agreement is concluded.

**THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF GEORGIA**

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**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.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stable Owner/Management Signature

\_\_\_\_\_  
Date