



Gallery Farm Boarding Agreement

This agreement is made between Gallery Farm, owners Pamela and Bruce Byers, and _____ [Owner of said horse(s)] described in Paragraph 2.

1. (A) In consideration of \$ _____ per horse per month paid by Owner in advance on the first day of each month, Gallery Farm agrees to board said horse beginning _____ on a month-to-month basis. The first month's board will be accompanied with the last month's board. If a boarding fee payment is late, a \$10 late fee per horse will be assessed if your payment is received after the 5th day of the month, and a \$25 late fee will be charged per horse if your board payment is received after the 15th day of the month.

(B) Options to the basic fees paid in a timely fashion are available as listed below. Each additional requested service must be circled and initialed by Owner. These options can be changed at any time Gallery Farm receives written notice from the Owner. The fees including the base boarding fee are subject to change given thirty days written notice by Gallery Farm.

- (1) Blanketing Service (Optional) \$ 35.00/month
- (2) Trailer Parking \$ 25.00/month
- (3) Electrolytes-Aqua Aide twice a day (mandatory For pasture boarded horses) \$ 20.00/month
- (4) _____ \$ _____

2. Description of Horse(s):

Reg. Name: _____ Barn Name: _____
 Age: _____ Sex: _____ Breed: _____
 Color/Markings: _____
 Height: _____ Reg./Tattoo No.: _____
 Obvious Defects: _____
 Reasonable Value of Horse \$ _____ Insured? ____ Yes ____ No
 Insurance Company Information: _____

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3. **Standard of Care:** All care is provided by Owner or Gallery Farm agrees to provide normal and reasonable care to maintain the health and well-being of said horse. This care shall include:
Hay fed twice daily (max. 2 flakes per day): _____ Grain fed twice daily (max. 9 lbs/day): _____
Stall (max. 3 bags shavings/week-\$5/bag for additional bags): _____ Pasture: _____
If maximum limits are exceeded, then a predetermined charge will be added to your board invoice.
Special Instructions: _____
This care will not include medical treatment other than in an emergency, farrier care, blanketing of said horse or grooming not unless previously arranged.
4. **Stall Board:** You will be assigned a stall but it may change as conditions warrant. Due to the limited number of stalls, during shows that are held at Gallery Farm, your stall may be rented out if your horse is to be turned out into a paddock during the show. When lessons are being given and your horse is turned out into a paddock, your horse's stall may be used for grooming and tacking up other horses. The stall will be cleaned before your horse is put back in it.
5. **Expenses:** Owner will pay all medical, hospital, and veterinarian expenses of said horse including vaccinations. Name and phone number of Veterinarian Preferred: _____
6. **Vaccinations:** Vaccinations for said horse shall consist of Rabies, Tetanus, Sleeping Sickness (Eastern and Western Strain), Equine Influenza, and West Niles. All vaccinations shall occur at least yearly with West Niles occurring at least every 6 months. Last vaccination date for the above illnesses _____
7. **Deworming & Teeth Floating:** Gallery Farm agrees to implement a deworming program consistent with recognized standards. Owner is obligated to pay expenses to Gallery Farm or vet for said services, including a reasonable stable charge at time next board bill is due. Exception: Other arrangements have been made between Owner and Gallery Farm. All horses kept at Gallery Farm are to have their teeth floated/checked by a veterinarian at least once a year.
8. **Ownership/Coggins Test:** Owner warrants that s/he owns the horse and will provide, prior to delivery, proof of a negative Coggins Test (within one year) to Gallery Farm. A copy of a current Coggins (within a year) on the said horse must be kept on file with Gallery Farm. The original Coggins will be kept in the file cabinet of the Gallery Farm tack room.
9. **Emergency Care:** If emergency treatment is needed, Gallery Farm will attempt to contact Owner but, in the event the Owner is not reached, Gallery Farm has the authority to secure emergency veterinary and/or farrier care. Owner is responsible to pay all costs relating to this care. Gallery Farm is authorized as Owner's agent to arrange billing to Owner.
10. **Rules & Regulations:** Owner agrees to abide all the rules and regulations of Gallery Farm including the stable rules.
11. **Risk of Loss:** While the horse is boarded at Gallery Farm, Pamela or Bruce Byers shall not be liable for any injury, sickness, death, or theft suffered by the horse or any other cause of action arising from or connecting to the boarding of the horse. Owner fully understands that Gallery Farm does not carry any insurance for any horses not owned by Gallery Farm for boarding or for any other purposes, for which the horses are covered under any public liability, accidental injury, theft, or equine mortality insurance; all risks are assumed by Owner. Owner agrees to hold Gallery Farm harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding or for any reason for which the horse is on the premises of Gallery Farm, are to be borne by Owner.

Personal belongings kept at Gallery Farm such as tack are not covered by Gallery Farm insurance and Gallery Farm will not be responsible for theft or loss via fire or etc. of such items.

- 12. **Hold Harmless:** Owner agrees to hold Gallery Farm harmless from any claim resulting from damage or injury caused by said horse and agrees to pay legal fees incurred by Gallery Farm in defense of a claim resulting from damage by said horse. Owner releases all liabilities of any hurt or injury sustained while riding said horse or any other horse on premises. Owner will exercise proper care with all animals and equipment on the property.
- 13. **Termination:** Either party may terminate this Agreement given thirty (30) days notice to the other. If less than 30 days notice is given then the prepaid last month's board will be kept by Gallery Farm. When 30 days notice is given then the prepaid last month's board will be applied to the last month of board. In the event of a contract default, the wronged party has the right to recover reasonable attorneys' fees and court costs resulting from this failure of either party to meet a material term of this Agreement. Owner cannot assign this Agreement unless Gallery Farm agrees in writing.
- 14. **Right of Lien:** Gallery Farm has the right of lien as set forth in the law of the State of Oklahoma for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. This Agreement is subject to the laws of the State of Oklahoma. Unpaid charges past 30 days due will be charged a 12% yearly rate. The parties have executed this Agreement on _____ (date).
- 15. **Definition of Terms:** It is understood that the word "owner" means the owner of the horse and the term "Gallery Farm" or "Stable Owner" means the owners and operators of the boarding stable, Bruce and Pamela Byers. No person is authorized to change or alter the terms of this agreement signed in duplicate this _____ day of _____, 20_____.

Gallery Farm

Owner

Signatures

Pamela and Bruce Byers

Printed Name

PO Box 915, 8900 Cemetery Road, Noble, OK 73068

Address

(405) 990-8963

Telephone

WITNESS

Signature

Printed Name

Signature

Printed Name

Address

City, State and Zip Code

Telephone #s (Home, Work, & Cell)

E-mail