



CEDAR CREST FARM BOARDING AGREEMENT 2017

- THIS AGREEMENT, dated the _____ day of _____, 20__ made by and between Cedar Crest Farm, hereinafter referred to as “CCF”, providing services as an independent contractor, located at 1141 Lake Rd., Hiram, GA 30141, and (Boarder Name) _____ hereinafter referred to as “OWNER” of the hereafter described horse(s). These parties warrant that they have the right to enter into this AGREEMENT.

1. Fees, Term and Location

- In consideration of \$_____ per horse per month paid by OWNER on the First day of each month, CCF agrees to board the herein named Horse(s)_____ on a month to month basis. A late fee of 15.00 will be charged if the board is not paid by the 10th of each month.
- **Description of Horse(s)**

Name:_____ **Age:**_____

Color:_____ **Sex:**_____

Breed:_____

Please note all your horses’ vices or habits, if any.

Does your horse have a history of escaping from stall or other enclosures?

2. Services provided by CCF in standard board

- At CCF, full board is a daily routine of good feed and hay, fresh water, grass turn out and a clean stall. Beyond these important elements, it is the Owner’s responsibility to provide veterinary and farrier care, as well as emergency care including trailering required should the horse require hospitalization. CCF agrees to allow Owner to board Owner’s Horse described above in Section 1 at CCF, and CCF shall provide the following services in connection with owner’s privilege to Board at CCF. Such services are included in the standard board rate listed above.

- **Feed:** Horses shall be grain fed twice daily and hay fed once daily. If the weather is inclement and the horses stay in their stalls, CCF will feed hay during that time. Fresh water will be provided at all times. If you wish to have your horse fed more hay, you may purchase hay from CCF at \$7.00 a bale or your local feed store. Please do not help yourself to the hay or grain to feed extra without the knowledge of the barn manager. CCF provides high quality feed and hay and has developed a feeding program based on years of experience with pleasure and show horses. All boarding horses will participate in this program.
- **Supplements:** CCF will incorporate *Smartpak* supplements into the feed program at no charge. Owners not wishing to use *Smartpak* supplements may pre-measure and bag multiple supplements for feeding by CCF staff. Due to the volume of supplement use, feeding of bulk supplements is not possible. If the horse exhibits an increase in dangerous or threatening behavior due to supplements, CCF reserves the right to refuse daily turn out and discontinue the feeding supplement for liability reasons.
- **Bedding:** Stalls shall be cleaned once daily and bedding provided as deemed necessary by CCF. Owner may purchase additional bedding from CCF. Please do not help yourself to the bedding without the knowledge of the barn manager. Prices for bedding is as follows:
 - Bag shavings - \$6.00
 - Pelleted Bedding – \$6.50

Trailer bedding may also be purchased from CCF. Please purchase bedding in lieu of using CCF's feed hay in your trailer.

- **Arena:** The riding arena shall be dragged and watered weather permitting.
- **Pastures/Grazing:** CCF fertilizes and seeds the pastures 2 times a year, spring and fall, to insure plentiful grass for grazing. Horses shall be turned out daily unless weather is inclement. Horses shall be turned out at night from mid-spring to mid-fall to minimize exposure to sun and insects.
- **Riding Areas:** Boarders are allowed to ride in all pastures when not occupied, in arena (unless lessons are scheduled) and round pen, in jumping pasture and on the perimeter trail. Occasionally, portions of the trail may be unavailable for part of a day due to maintenance or personal use.
- **Weather:** CCF will dress horses in blankets, sheets, halter, fly masks and fly spray as indicated by the prevailing weather. All blankets, sheets, fly masks, fly spray, halters and ropes are to be provided by the owner for this service. The barn manager will use her best judgment and the weather forecast to select the proper blanket for your horse if any is required. The horse will wear this covering for the remainder of the day.
- **Wash facilities:** CCF will provide all boarders access to 5 wash racks (2 in the back of the barn). **Please be courteous to our staff and your fellow riders by cleaning the wash rack area after using.**
- **Wi-Fi:** CCF provides free Wi-Fi; password is **1Molly**.
- **Appointments:** The barn manager will catch, hold and release a horse for a scheduled farrier or minor vet appointment. Please provide 12 to 24 hours' notice and post it on the calendar board

provided. Without proper notification, the appointment may have to be re-scheduled as staff may not be available to retrieve your horse.

- **Fecal tests:** CCF will take fecal tests twice a year and worm twice a year based on individual test results. Costs are included in the stable boarding fee.
- **Barn equipment:** CCF provides automatic overhead fly prevention and individual circulating fans in the summer.
- **Hay nets:** CCF shall provide hay nets within stalls for hay feeding. Please leave hay nets in stall when travelling to shows or clinics so they can be filled in the evening in anticipation of your horses return. CCF shall provide typical in-house daily ration of feed and hay to boarder when travelling to clinic or show. However, extra hay needed to offset pasture grazing shall be purchased by Owner. Please coordinate dates with barn manager 24 hours in advance and note on barn calendar. Also, please help us conserve hay by returning any unused CCF portions left over from weekend travel to the hay room.
- **Tack closet:** CCF will provide boarders with an individual tack room for storage of personal equipment. Locks, if desired, shall be provided by the Owner.
- **Horse Trailers:** Boarders can store one horse trailer on the premises. Location are available adjacent to the barn and will be coordinated with the barn manager.
- **Use of premises:** On holidays and other family celebrations, the Jarbeau family may use portions of the property for recreation on bikes and/or motorized vehicles.

3. Services not included in standard board

- **Basic care:** The basic care of your horse including farrier and veterinary care, costs and scheduling is the responsibility of the Owner. However, the barn manager can help facilitate scheduling to coordinate with others in the barn.
- **Dry paddock:** We do not provide dry paddock for long term turnout. If needed, boarders should consider a grazing muzzle.
- **Medication and treatments:** Please contact the barn manager for cost of providing medicine and minor treatments to your horse. Additional fees will apply for services such as hoof soaking and wrapping, veterinarian holding for dental floating and other special procedures. *Oral dosings and injections of prescription medicines, such as Banamine, Acepromazine, or other tranquilizing and pain medications are the responsibility of the owner and will not be given by CCF staff.*
- **Emergencies and barn staff:** When a vet is called on behalf of your horse, if the barn manager has to stay beyond normal work hours to wait or administer medicine, there will be a charge of \$50.00 for the first hour and \$25.00 for each additional hour thereafter until the Owner arrives. This applies to every circumstance that may arise. Any medicine administer from CCF's personal vet kit will be replaced by the vet and charged to the Owner who's horse is sick or injured.
- **Emergency medical:**
 - CCF agrees to attempt to contact owner at the following emergency phone numbers-

Main: _____, Secondary: _____, should CCF feel that emergency medical treatment is needed for said horse(s). In the event that CCF is unable to contact Owner within a reasonable time, which time shall be judged and determined solely by CCF, CCF is then hereby authorized to secure emergency veterinary care and/or farrier care by any licensed providers of such care who are selected by CCF as CCF determines is required for the health and well-being of the horse. The cost of such care secured shall be due and payable by the Owner to the professional within fifteen (15) days from the date the owner receives notice thereof.

- **Holidays:** In order to allow for family time for barn employees, staffing on the following holidays will be limited to morning and evening feedings (Horses will remain in their stalls and the stalls will not be picked until the following day). CCF holidays are Christmas Day, 4th of July and Thanksgiving Day. The barn will remain open for boarders and guests.

4. Agreement by Boarders

- **Coggins:** Owner shall provide CCF proof of satisfactory negative Coggins test, performed within the 12 month period immediately preceding delivery of horse to CCF. Proof shall be provided prior to horses' arrival at CCF.
- **Risk of Loss:** During the time that the horse(s) is/are in the custody of CCF, CCF shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to any personal injury or disability the horse may receive while on CCF premises. Owner fully understands and hereby acknowledges that CCF does not carry any insurance on any horse not owned by CCF, 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 CCF, are to be borne by the Owner.
- **Hold Harmless:** Owner agrees to hold CCF harmless for any claim resulting from injury cause by said horse or any other horse on CCF premises, Owner or his guests or invitees, to anyone including but not limited to legal fees and/or expenses incurred by CCF in defense of such claims.
- **Instructor's Insurance:** CCF does not provide riding lessons. However, boarders are welcome to use CCF facilities for private lessons. All riding instructors shall provide CCF with documentation confirming that they have active liability insurance coverage and shall submit this documentation to the barn manager prior to starting instruction on CCF property. All instructors must carry active liability insurance.
- **Lessons:** Due to the demand of the arena, lesson times must be posted on the arena board 12 hours in advance to insure a time slot for the arena.
- **Guests:** Guests are always welcome at CCF. To ensure everyone's safety and enjoyment, please familiarize your guests to the limited rules and policies of CCF and have all guests sign standard guest waiver upon arrival, available in barn manager's office.

- **Dogs:** Use care when introducing new dogs to the barn environment. Aggressive dogs should be kept in your vehicle during cooler months or at home.
- **Farm Help:** CCF employs barn help to care for your horses and to perform numerous tasks in and around the property, for both CCF and Mr. Jarbeau. Please communicate all work requests through the barn manager so communication is not lost and the task is completed.
- **Barn Rules:** Our boarders are very important to CCF and we enjoy sharing the beauty of the farm with our boarders and their guests. Some rules are necessary to ensure the safety and happiness of all who use CCF facilities. Please become familiar with the Barn Rules (attached and posted in barn) and review them with guests and visitors.
- **Stall Modifications:** Any modifications or customizations to individual stalls shall be approved by the CCF prior to the modification. If approved, the cost of materials shall be borne by the boarder.
- **Cribbers:** In reduce damage, cribbers shall be required to wear a cribbing collars.
- **Assignment:** This agreement shall not be assigned by Owner without written consent of CCF.
- **Notice of Termination:** Boarder agrees to provide CCF thirty (30) days' notice if termination of this boarding agreement is desired. If 30 days' notice cannot be given, full month's board will be due.
- **Owner Termination:** The Owner of CCF has the right to terminate this boarding agreement at any time.
- **Theft, Loss or Damage:** CCF shall not be liable for the theft, loss, damage or disappearance of any tack or equipment.
- **Right of Lien:** CCF has the right and may exercise a right of a lien as provided for by the laws of Georgia, for any amount due for the board and keep of said horse(s) and for any storage or other charges due hereunder. Owner agrees that CCF shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment of boarding fee designated under section 1 and CCF can sell horse(s) to recover its loss.
- **Mediation/Arbitration by Equine Dispute Resolution Service:** In the event of any dispute or disagreement relating to any manner whatsoever to this agreement, the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before resorting to legal action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through mediation, the parties then agree to submit the dispute to binding arbitration by and according to the rules of EDRS within 30 days of any declaration of impasse by EDRS.
- By signing below, the boarder agrees to the terms, rules and conditions of Cedar Crest Farm.

Signature of Boarder: _____ **Date:** _____