

# Horseshoe Stables Boarding Contract

1. This contract is between Horseshoe Stables (Jessica Long, Owner), located at 9759 Berry Dease Rd, Orlando, FL, 32822, 407-375-6198, hereinafter known as The Stable, and \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
\_\_\_\_\_ (Phone number)  
\_\_\_\_\_ (Email)  
hereinafter known as Boarder.

2. The purpose of this contract is to set forth the obligations and responsibilities of both the Stable and the Boarder in regards to care of the Boarder's horse(s), tack, and equipment, and in regards to payment of boarding fees, and other expenses incurred by the Boarder.

**The Stable agrees to provide boarding services for each horse owned by the boarder. Boarder will indicate the option chosen by placing initials in the space provided next to the Boarder's choice.**

\_\_\_\_\_ **Option 1: Full board:** Includes up to 1 full scoop of Seminole Leisure 10, or equivalent price feed (including Beet pulp), & up to 4 flakes per day of coastal hay. Horses will be fed 2x daily, and stalls will be cleaned once per day. Boarders who wish to add feed, beet pulp, rice bran, o/a or peanut hay may purchase these items through the barn or buy them individually. Items purchased through the barn must be paid for when purchased. Boarders must use Smartpak supplements or pre-measure and bag multiple supplements. Additional charges of \$ 5 per supplement per month, may be incurred for multiple supplements (more than 2) that are not packaged together. We hold your horse for ferrier and vet, and blanket at no additional charge. Weekly bran mash, and bi-monthly deworming included. Horses will be turned out between 2-12 hours per day, depending on weather, and turnout needs. Board includes a tack space (spaces inside the tack trailer are on a 1<sup>st</sup> come, 1<sup>st</sup> served basis, otherwise space for a tack trunk or cabinet will be provided), and dedicated stall. **Price: \$475**

\_\_\_\_\_ **Option 2: Premium Full board:** Includes up to 1 full scoop of Seminole Leisure 10, Seminole Gold Chance 10, Seminole Perfect 10, or equivalent price feed (including beet pulp), and up to 4 flakes of coastal, o/a, or peanut hay or any combination thereof, per day. Horses will be fed 2x daily, and stalls will be cleaned once per day. Boarders who wish to add feed, beet pulp, rice bran, o/a or peanut hay may purchase these items through the barn or buy them individually. Items purchased through the barn will be billed at the end of each month. Boarders must use Smartpak supplements or pre-measure and bag multiple supplements. Additional charges of \$ 5 per supplement per month, may be incurred for multiple supplements (more than 2) that are not packaged together. We hold your horse for the ferrier and vet, and blanket at no additional charge. Weekly Bran Mash, and bi-monthly deworming included.

Horses will be turned out between 2-12 hours per day, depending on weather, and turnout needs. Board includes a private tack cubicle in the tack room, and dedicated stall. **Price: \$600**

**4-H Discount: Active Members of Hearts and Horseshoes 4-H Horse Project may take \$25 off their board each month, if they clean their own stall 3 days per week. To take advantage of the discount, members must set a regular schedule for stall cleaning, and must do the cleaning themselves. Members who fail to meet a regular schedule, or are seen regularly relying on someone else to clean their stall on scheduled days will lose the discount. This applies to options 1 and 2.**

\_\_\_\_\_ **Option 3: Premium Partial Board:** Includes 2x daily feeding, bring-in/turn-out of your horse daily AM/PM, tack space (spaces inside the tack trailer are on a 1<sup>st</sup> come, 1<sup>st</sup> served basis, otherwise space for a tack trunk or cabinet will be provided), dedicated stall, shavings, and bi-monthly dewormer. You provide your own feed & set it up each day, clean your stall daily, & purchase your own hay, either through the barn or by bringing your own. Hay/feed/supplements purchased through the barn will be billed monthly. Blanketing/unblanketing included. \$20 additional charge for holding your horse for vet or Ferrier. **Price \$280**

\_\_\_\_\_ **Option 4: Partial board/stall rental:** You do everything...provide and drop your own feed and hay, turn your horses in and out, clean your stall, etc. Dedicated horse stall, tack space (spaces inside the tack trailer are on a 1<sup>st</sup> come, 1<sup>st</sup> served basis for an additional \$25 per month per tack cubicle, otherwise space for a tack trunk or cabinet will be provided), bi-monthly dewormer and shavings included in this option. There is a \$5 per day charge if you can't get here one day and want us to take care of your horse for you. Hay/feed/supplements may be purchased through the barn, but must be paid for when purchased. \$20 additional charge for holding your horse for vet or Ferrier. **Price \$230**

\_\_\_\_\_ **Option 5: Paddock full board:** Includes shared paddock, and everything in Option 1, except the stall. **Price: \$350**

\_\_\_\_\_ **Option 6: Premium Paddock Full board:** Includes shared paddock, and everything in Option 2, except the stall. **Price: \$450**

\_\_\_\_\_ **Option 7: Paddock Partial board:** You provide and drop your own feed and hay. Includes shared paddock, shared tack area, and bi-monthly dewormer. Hay/feed purchased through the barn must be paid for when purchased. \$20 additional charge for holding horse for vet or ferrier. \$2 additional charge for blanketing/unblanketing. \$5 per day optional charge if you can't get here one day and want us to take care of your horse for you. Tack cubicles in the tack trailer are available on a 1<sup>st</sup> come, 1<sup>st</sup> served basis for an additional \$25 per month, per tack cubicle. **Price: \$150**

### 3. Boarder Responsibilities:

- The Boarder is responsible for checking and regularly cleaning the water tub in his/her horse's turn out field, and for sweeping the aisle way in front of the Boarder's stall.
- The Boarder is responsible for de-cobwebbing and dusting the Boarder's stall, fan, and Tack area. All boarders are given full access to all areas of the facility, including the arena, round pen, tie areas, bathroom, and parking lot.

- Boarders may park one Horse Trailer in the parking lot at no additional charge.
- All boarders are expected to immediately clean up any mess left in the common areas (wash racks, crossties, aisle, etc).
- All Boarders are expected to schedule their own veterinary and ferrier visits, and to be present to hold their own horse (exception: Premium Full Boarders). Arrangements may be made with the Stable if a Boarder is not able to be present, for an additional fee (No fee for Premium/Full Boarders).
- Clipping, grooming, lessons and schooling are available for an additional fee
- All boarders are expected to drive slowly (less than 15 MPH) down Berry Dease Rd and to park in the stable parking at the end of the property, or in the parking area by the barn.
- All boarders are responsible for turning off the lights and fans, and locking the parking lot gate if they are the last one out. If a Boarder is unsure if he/she is last out, he/she should turn off the lights, and lock the gate anyway.
- All boarders are responsible for helping to attend to the safety and welfare of all the horses on the Stable property. To this end, Boarders are asked to make a visual check of all the horses when they enter and leave the facility, and to report any problems immediately to the emergency contact listed on the White board at the front of the stable.

4. The Boarder chooses Option # \_\_\_\_\_ for the following Horse:

\_\_\_\_\_ (Horse Barn Name)  
 \_\_\_\_\_ (Horse Reg. Name)  
 \_\_\_\_\_ (Horse Breed)  
 \_\_\_\_\_ (Horse Color)  
 \_\_\_\_\_ (Horse Markings)  
 \_\_\_\_\_ (Horse Age & Sex)

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 \_\_\_\_\_ (Horse Color)  
 \_\_\_\_\_ (Horse Markings)  
 \_\_\_\_\_ (Horse Age & Sex)

(List additional horses on a separate sheet of paper)

5. The Boarder agrees to pay \$ \_\_\_\_\_ per month, due on the 1<sup>st</sup> of each month, as well as any additional fees incurred each month for services, supplies, or any other expenses. The Stable agrees to provide the Boarder with a written statement at the end of each month, detailing all expenses billed. The Boarder agrees to pay a late fee of \$10 per day for each day the bill is past due. The Stable will consider the bill past due on the 3<sup>rd</sup> day of each month. On the condition that a Boarder fails to pay his/her bill for one full month the following conditions apply:

**Boarder agrees that:**

- Boarding stable owner has a lien on the animals and things hereinafter mentioned for the value of any unpaid fees for food, care, attendance or accommodation furnished for the horse, and in addition to all other remedies provided by law may detain the horse in his custody and possession until payment in full had been rendered in good funds.
  - The right of detention by boarding stable owner of the animal or thing (harness, furnishings or other gear appertaining thereto, including carriage, sleigh or other vehicle) until full payment has been received, has priority over and is not subject to any existing lien, security interest or other charge or encumbrance of whatever nature or kind affecting that animal or thing.
  - If the boarder/owner does not reclaim the animal(s) or things by discharging his indebtedness within one month from the time it was incurred, the boarding stable owner may by private sale or public auction sell the animal(s) or things on giving 2 weeks' notice of sale. Such notice to be sent to the address the boarder/owner has provided to the boarding stable owner, it is the responsibility of the boarder/owner to notify the boarding stable owner of a change in current address. Boarding stable owner shall also post notice of intention to sell the animal(s) or things:
    - (a) by advertisement in the newspaper published nearest to the stable or if more than one newspaper is published in the same locality, then in either of them, and
    - (b) by posting up notices of the intended sale in the stable.
  - In the event that the proceeds derived from the sale by public auction result in a surplus, after paying the expenses incurred by the detention, advertising and sale and satisfying the lien of the boarding stable owner; boarder/owner has thirty days to apply in writing for the surplus, if he fails to do so it shall be forfeited to the boarding stable owner.
6. The Boarder agrees to hold harmless the Stable, its property owners, business owners, employees, volunteers, boarders, and guests for any damage, injury or death that may be incurred while at the Stable by the Boarder's horse, the Boarder, the Boarder's limited guests, or any property belonging to the Boarder, or the Boarder's limited guests. The Boarder agrees to sign the attached Equine Liability Waiver, and to properly fill out, and have signed, a waiver for each guest, prior to the guest entering the barn. Guests who do not wish to fill out a waiver (or minors whose parents are not present) are required to remain in the Seating area at the front of the barn, and may NOT have any contact with the horses. Guests failing to either fill out a waiver, or to remain in the seating area in place of filling out a waiver will be asked to leave the property.
7. The boarder agrees to follow, at all times, the basic safety rules of the Stable as set forth below. The boarder understands that failure to follow the safety rules may result in termination of the contract.
- a. No tobacco use on property. If you must smoke, please do so discreetly in the bottom parking area by your car, and dispose of the butts in your car ashtray. Do NOT leave butts on the ground!
  - b. No alcohol or illegal drug use on property. No exceptions!

- c. Wear an approved riding helmet at all times while mounted. Bicycle helmets are Not acceptable.
  - d. Wear close toed shoes while in the barn area. Boots or sturdy sneakers are required at all times while riding.
  - e. Hang up halters and other equipment on the hooks provided on the stalls and by the wash-racks. Do Not leave halters attached to the cross-ties, or on the ground.
  - f. Clean up after yourself and your horse. Leave the stable neater than you found it!
  - g. Please be polite to the other Boarders, employees, and guests. This includes sharing the riding and tacking spaces in a courteous and cautious manner, and leaving your “drama” at home. Our barn is a quiet, happy place, where we all come to escape and to enjoy our horses!
  - h. Boarders and their limited Guests are welcome. Guests must have a waiver on file to participate in any activity in or around the barn. Guests without a waiver on file will be asked to remain in the seating area at the front of the barn.
8. The Stable agrees to provide, at additional cost, the services of riding instruction and horse training. If the Boarder wishes to use a Trainer/instructor who is not employed by the Stable, the Stable will charge a per lesson fee of \$10. This fee must be paid on each visit. Any Trainer/Instructor not employed by the Stable will not be permitted to teach on Stable property without signing a waiver. Any Trainer/Instructor failing to follow the safety rules of the Stable, or training/teaching in a manner considered unsafe by the Stable owner will be asked to leave.
9. In the event of an emergency to the Boarder’s Horse, the Stable will first attempt to contact the Boarder. If reasonable first aid cannot be provided by the Boarder or the Stable, the Stable will contact the Veterinarian of Choice

\_\_\_\_\_ (Vet Name)

\_\_\_\_\_ (Vet Phone #)

10. If the Veterinarian of choice is not able to attend, or is not able to be reached, the Boarder agrees that the Stable will call another Veterinarian. The Boarder agrees to pay, in full, any and all charges billed by the Veterinarian for emergency treatment of the Boarder’s Horse, whether or not the Stable is able to make contact with the Boarder. The Stable agrees to make all reasonable effort to contact the Boarder prior to contacting the Veterinarian, but the severity of the emergency and the condition of the horse will define what is reasonable. In the event of a catastrophic emergency to the Horse, in which the Stable has made repeated efforts to contact the Boarder, and has failed to make contact, the Boarder agrees that the Stable make all appropriate decisions regarding the welfare of the Horse, up to, and including, euthanasia.

**Please check one of the following options.**

\_\_\_\_\_ In the event of severe illness or injury to the horse(such as colic), and the Boarder is unable to be reached, the Boarder wishes to have the Horse transported to a surgical facility (such as the University of Florida), and agrees to pay, in full, the fees associated with such services to both the surgical facility and the Stable, up to \$\_\_\_\_\_.

\_\_\_\_\_ In the event of severe illness or injury to the horse (such as colic), the Boarder wishes to have the local Veterinarian make every available effort to save the Horse, until such time as the Boarder can be contacted or the animal dies.

\_\_\_\_\_ In the event of severe illness or injury to the horse (such as colic), and The Boarder is unable to be reached, The Boarder wishes to save the Horse from pain and suffering, and agrees to let the Stable and the Veterinarian make a decision to euthanize the animal, if the illness or injury is too severe to cure, or would require extensive medical treatment not available locally.

**11.** In the Event of a lost shoe or other hoof emergency which is not immediately life threatening, the Stable will contact the Boarder and the Boarder can make arrangements directly with the Farrier. The Stable Farrier is Kelly Tilley. Her # is 407-312-9616. The Boarder agrees to use Kelly Tilley as Farrier for the Boarder's Horse. If the Boarder does not wish to use the Stable Farrier, the Boarder may haul out each month to meet with their own farrier. Boarder agrees that in the event of a life threatening Hoof emergency, the Stable Farrier may be contacted in addition to, or in place of, the Veterinarian. The Boarder agrees to pay, in full, all charges billed by the Farrier.

**12.** Boarder (circle one) Does or Does Not carry insurance on Boarder's Horse.

\_\_\_\_\_ (Company Name)  
\_\_\_\_\_ (Contact number)  
\_\_\_\_\_ (Policy Number)

**13. Contract may be terminated or altered by either party with 30 days written notice.**

\_\_\_\_\_ Boarder Signature \_\_\_\_\_ Date

\_\_\_\_\_ Horseshoe Stables, Owner \_\_\_\_\_ Date

Please attach a liability waiver for all Family members, friends, Trainers, and Lessees, who will have regular contact with The Horse (you can put all of the members of each family on one waiver, as long as their names are all listed on the waiver, and all adults and children sign the form).

## **RELEASE AND WAIVER OF LIABILITY**

**Jessica Long, Horseshoe Stables, and Horseshoe Stables, LLC**

### **WARNING**

Under Florida 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.

I am aware that horseback riding, horse care, barn care and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) or I may be injured or die through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Florida Statute-773.01-773.05, which provides that an equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities. The definitions for participant, equine professional, and what constitutes an "inherent risk" are provided. Liability will not be limited by statute, however, where the equine professional or sponsor knew the tack or equipment was faulty, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or is otherwise in lawful possession of the land or facilities where the injury is attributable to a known dangerous latent condition, commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, or intentionally injures the participant. Posting of warning signs alerting participants to the limitation of liability by law is also required.

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Print Name(s)

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Signature(s)

\_\_\_\_\_  
(and signature of parent(s) if under 18)

Date \_\_\_\_\_ Phone \_\_\_\_\_

**Additional Family Members covered by this RELEASE AND WAIVER OF LIABILITY for  
Jessica Long, Horseshoe Stables, and Horseshoe Stables, LLC**

:

1. \_\_\_\_\_  
Signature (and Parent sign if minor child)

\_\_\_\_\_  
Printed name \_\_\_\_\_ Date \_\_\_\_\_

2. \_\_\_\_\_  
Signature (and Parents sign if minor child)

\_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

3. \_\_\_\_\_  
Signature (and Parents sign if minor child)

\_\_\_\_\_  
Printed name \_\_\_\_\_ Date \_\_\_\_\_

4. \_\_\_\_\_  
Signature (and Parents sign if minor child)

\_\_\_\_\_  
Printed name \_\_\_\_\_ Date \_\_\_\_\_

5. \_\_\_\_\_  
Signature (and Parents sign if minor child)

\_\_\_\_\_  
Printed name \_\_\_\_\_ Date \_\_\_\_\_

6. \_\_\_\_\_  
Signature (and Parents sign if minor child)

\_\_\_\_\_  
Printed name \_\_\_\_\_ Date \_\_\_\_\_

7. \_\_\_\_\_  
Signature (and Parents sign if minor child)

\_\_\_\_\_  
Printed name \_\_\_\_\_ Date \_\_\_\_\_

8. \_\_\_\_\_  
Signature (and Parents sign if minor child)

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Printed name

Date