

JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725



417-830-9174

www.JRsEquineSpa.com
JR'sEquineSpa@aol.com

JRs Equine Spa & Retreat, LLC HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

Manager Name: Jennifer Hurt and/or Ron Hurt

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS MANAGER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S)

IT IS HEREBY AGREED TO AS FOLLOWS:

WARNING

Under Missouri Law, an equine activity sponsor, an equine professional, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised States of Missouri 537.325.

- A. **DEFINITIONS** – The term “MANAGER” shall herein refer to the owners of JR's Equine Spa & Retreat, hereinafter referred to as “JR's”, or any of JR's agents, employees, managers, officers, directors, representatives, and others acting on JR's' behalf. The term “JR's” shall herein refer to JR's Equine Spa & Retreat, LLC. The term “OWNER” and/or “BOARDER” shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be boarded under this agreement. The terms “HORSE” or “ANIMAL” shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The term “RIDING” shall herein refer to riding or otherwise handling of horse(s), whether from the ground or mounted. The term “RIDER” shall herein refer to the “BOARDER” and the parents or legal guardians thereof if a minor. The term “CONTROL” shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.
- B. **AGREEMENT PURPOSE and CONSIDERATION** - At the commencement of this agreement, the BOARDER intends for JR's to undertake the boarding of the animal(s) listed below under Clause C and to provide other incidental services according to terms and conditions set forth herein.

1. OWNER agrees to pay to JR's the sum of the services chosen under Clause D for each animal. Charges for boarding and other incidental services are due **prior to boarding**. For monthly boarding, payments are due on the 1st of the month. If commencement of boarding of the animal(s) occurs before the 1st of the month then fees will be prorated up to the end of the current month. For daily and weekly boarding, payments are due at the beginning of the boarding interval.

C. DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED

1. Barn Name of Horse _____ Age _____ Color _____ Sex _____
 Registered Name _____ Breed _____
 Current Insurer _____ Policy # _____
 Insurer Emergency Phone # _____
 Disclose Horse's Vices, Unique Habits _____

OWNERS INITIALS: _____



JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174

www.JRsEquineSpa.com
JRsEquineSpa@aol.com

Other Pertinent Information _____

2. Barn Name of Horse _____ Age _____ Color _____ Sex _____

Registered Name _____ Breed _____

Current Insurer _____ Policy # _____

Insurer Emergency Phone # _____

Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

D. FEE SCHEDULE FOR BOARDING SERVICES - Fee schedule and boarding packaging details are available at www.JRsEquineSpa.com unless specifically addressed. JRs fee schedule may change at any time. See Clause "W" for information on changes.

- *Box Stall with Run*
- *Grass hay round bale or other suitable bale hay two/three times daily
(if horse requires Alfalfa, there will be an additional charge)*
- *Daily stall cleaning.*
- *Daily stall-run and turn-out (seven days per week weather permitted)*
- *Wash rack*
- *Arena use/ Round Pen use / Obstacle course /other boarder facilities
(Lessons & Special Events will have priority)*
- *Tack Locker*
- *Daily administering of feed/supplements provided by owner to horse.*

Check boarding packaging service requested:

_____ ViE Basic Board*

_____ ViE Basic Board with Coolstance/MBC added*

_____ ViE Basic Board with therapy equipment*

_____ ViE Basic Board with Coolstance/MBC & therapy*

Which therapy: _____

Which therapy: _____

** 30 day commitment / 30 day cancellation fee required.*

Description and fees of any additional service: feed, hay, supplement, etc. not listed must be attached in writing to this agreement and charges will become an addition to the board cost. The board amount must be entered in the signature

OWNERS INITIALS: _____



JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174

www.JRsEquineSpa.com
JRsEquineSpa@aol.com

block on the last page, and any additional or future changes shall be billed on a monthly basis. Each stall has Stall Savers, which is designed to be used with minimal bedding. If bedding is desired, a supplemental fee will be charged.

E. PAYMENT OF INVOICES - Invoices are payable with cash, check, bank transfers, or PayPal upon receipt or agreed upon date. A fee of \$35.00 will be applied for each returned check and checks will no longer be accepted as a form of payment. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from MANAGER's possession until all expenses are paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 10 days before the animal leaves MANAGER's possession. In the event a monthly payment in full is overdue by three (3) days, a \$5.00 per day late fee per horse starting on the 4th day will be charged up to a maximum of \$75 per horse per month. In the event a daily or weekly payment in full is not paid on the day due, a \$5.00 per day late fee per horse will be charged up to a maximum of \$35 per horse per week. In the event a payment is overdue by ten (10) days, MANAGER shall be entitled to a lien against the horse and/or equipment stored upon JRs or MANAGER's premises in the full amount due. Enforcement of said lien shall be at the discretion of MANAGER who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

F. BOARDING OF HORSE(S) - JRs shall board the horse in accordance with generally accepted professional standards. The MANAGER will exercise reasonable care for the protection of the horses and shall board the animals to the best of his/her ability. MANAGER will provide suitable facilities and care for horse in an adequate manner with feed being determined by the MANAGER. OWNER shall submit an information sheet for each horse on the premises belonging to OWNER within forty-eight (48) hours of delivery. This Information Sheet shall include any and all information on each horse that will aid the MANAGER in boarding and maintaining the horse. This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse and how well the horse gets along with others.

SPA / REHABILITATION / THERAPY / CONDITIONING BOARD PACKAGES: When requested and/or with the approval of the OWNER, JRs will use the services of rehabilitation partners such as veterinarians, equine chiropractors, equine acupuncture practitioners, equine massage therapists, corrective shoeing professionals, and nutrition specialists, or any other holistic resource the OWNER may wish to utilize. Payment for the above services is not included in the monthly board package, and will be itemized separately on the bill. It is recommended that the OWNER obtain veterinary approval before the start of any treatment, rehabilitation or fitness program. JRs does not diagnose medical conditions, ailment or injuries, and does not make any guarantees as to the outcome of any treatment, rehabilitation, therapy, or conditioning program. JRs will refer the horse back to its veterinarian should they suspect any negative medical condition, ailment or injury.

G. SALE OR DEATH OF HORSE - It is hereby agreed that in the event of the sale of the horse, or the death of the horse, MANAGER has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

H. HORSE HEALTH WARRANTY - Each horse shall enter JRs premises free from transmissible diseases, and must be effectively dewormed, and current on immunizations for this area at least 7 days prior to arriving at the equine facility. The following up-to-date documents must be presented to MANAGER by the OWNER prior to the entry of horse onto JRs premises.

_____ Veterinarian Health Certificate _____ Negative Coggins Test

I. MANAGER'S RIGHT TO REFUSE SERVICES - MANAGER reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness;

OWNERS INITIALS: _____



JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174

www.JRsEquineSpa.com
JRsEquineSpa@aol.com

dangerous propensities, habits and/or vices which MANAGER may not be equipped or capable to handle; OWNERS refusal to obey stable rules or to cooperate with MANAGER on reasonable requests relative to the management, boarding, welfare and safety of animals and people on premises; and, also in such event MANAGER shall give OWNER 7 (SEVEN) days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding and other fees as due shall also entitle MANAGER to act upon Clause Q.

J. ROUTINE HORSE CARE REQUIREMENT - Horses being boarded must participate at a minimum in MANAGER's health and welfare programs, the cost of which shall be borne by OWNER. All expenses for the horse by other professionals (ie: veterinarians, farriers, trainers, etc) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice. The OWNER shall schedule their own appointments with the professional for their horse if a service is to be provided outside of JRs scheduled times for such a professional service. Owner shall also be present for all professional service or pay an additional fee to MANAGER to handle the horse. If for some reason the OWNER is unavailable during the service then all expenses incurred for the service, or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by JRs.

K. EMERGENCY CARE - MANAGER agrees to attempt to contact OWNER should MANAGER determine veterinary treatment is needed for said horse(s), but, if MANAGER is unable to contact OWNER, MANAGER is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or MANAGER is authorized, as OWNER's agent, to arrange direct billing to OWNER.

MANAGER shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless MANAGER is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates.

OWNER agrees to notify MANAGER of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify MANAGER as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

L. INHERENT RISKS AND ASSUMPTION OF RISK - The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

M. RISK OF LOSS AND STANDARD OF CARE - During the time that the animal(s) is/are in custody of MANAGER, MANAGER shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s), except in the event of willful negligence on the part of MANAGER, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on MANAGER's premises.

OWNERS INITIALS: _____



JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174

www.JRsEquineSpa.com
JRsEquineSpa@aol.com

The OWNER fully understands that MANAGER does not carry any insurance on any animals not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the animal(s) in the possession of, and on the premises of MANAGER are to be borne by the OWNER.

The standard of care applicable to MANAGER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall MANAGER be held liable to OWNER for equine death or injury in an amount in excess of Two Thousand Dollars (\$2,000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Two Thousand Dollars (\$2,000), at OWNER's expense, or forego any claim for amounts in excess of Two Thousand Dollars (\$2,000). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide MANAGER with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

N. DIRECT LOSS TO PERSONAL PROPERTY WARNING - OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment or other property is not covered by MANAGER's insurance and MANAGER shall not be liable for the OWNER's horses, tack, equipment or other property.

O. OWNER ACCEPTANCE OF RESPONSIBILITY - During the time that the horse(s) are being boarded the horse(s) shall be in the custody of the MANAGER. OWNER has inspected the MANAGER's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the MANAGER by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s). Owner acknowledges that parking must be in the dedicated parking lot. Owner acknowledges that cross-tying/single-tying must take place in the designated grooming areas or in the stalls. All grooming, tacking, etc. may not take place in the hallways of either barn. Wash bay must be cleaned by user and if left dirty, there will be a \$25.00 assessment charge for each cleanup payable on the next month's board. The indoor arena is for (1 rider) boarder's use as needed, other riders must have a monthly club membership agreement with JRs.

P. RELEASE OF LIABILITY - In consideration of MANAGER undertaking the boarding and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the MANAGER, MANAGER's owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on MANAGER's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to MANAGER's and/or MANAGER's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the MANAGER's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the MANAGER and MANAGER's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the MANAGER.

Q. RIGHT OF LIEN - The OWNER is given notice that MANAGER has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, MANAGER will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event MANAGER exercises



JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174

www.JRsEquineSpa.com
JRsEquineSpa@aol.com

MANAGER's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by MANAGER's representatives setting forth the material facts of the default and foreclosure as well as MANAGER's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$1000.00 will be assessed.

R. OWNER RIGHT OF TERMINATION - Upon written 30 day notice to the MANAGER the OWNER may terminate this agreement for any reason. OWNER is not entitled to a refund if termination is before the end of the service period. MANAGER shall be paid for all fees incurred up to the termination date or as long as ANIMAL(s) are on premises, whichever is the later. After all fees have been paid in full this agreement is concluded.

S. LIMITATION OF ACTIONS - Any action or claim brought by OWNER against MANAGER for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

T. ADDITIONAL AGREEMENTS - Additional agreements should be listed here, and be individually initialed by each party.

If none, check here

U. STABLE RULES - Owner hereby acknowledges receipt and understanding of the current BARN RULES, which are incorporated by reference in full, as if fully set forth herein. 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/her guests and invitees according to these Rules. STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. 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. In the event someone other than the OWNER and/or his family members call for the boarded horse(s) at THIS STABLE, such parties shall have written permission from the owner or other agreed upon pre-arranged permission with THIS STABLE to remove, handle, or ride specific boarded horse(s).

V. AGREEMENT SCOPE AND TERRITORY - This agreement shall be legally binding upon the MANAGER and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the MANAGER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

W. AGREEMENT CHANGES/UPDATES – The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and services on the Internet at www.JRsEquineSpa.com or request a written copy from the MANAGER at the end of each service period if the OWNER is to continue using MANAGER's services. If the OWNER is only using an hourly service that the MANAGER provides then MANAGER shall notify OWNER prior to conducting the service.

OWNERS INITIALS: _____



JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174

www.JRsEquineSpa.com
JR'sEquineSpa@aol.com

X. ENTIRE AGREEMENT - This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of MANAGER's stable, and shall be enforced and interpreted in

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENTS FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNING, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF OWNER #1 _____ DATE: _____

SIGNATURE OF OWNER #2 _____ DATE: _____

SIGNATURE OF MANAGER: _____ DATE: _____

OWNER's NAME(S) _____ OWNER's DAYTIME PHONE _____

OWNER's ADDRESS _____ OWNER's EVENING PHONE _____

_____ OWNER's CELL PHONE _____

_____ OWNER's EMAIL _____

Please list name, address and phone number of Veterinarian, Farrier, and other important people I can contact for information regarding your horse.

OWNERS INITIALS: _____