



4 Winds Equestrian Center Boarding Agreement

9031 Hwy 337

Estancia, NM 87016

505-384-1831 office 505-384-3238 fax

4windsec@qwestoffice.net

For: _____ (Horse's Name)

THIS BOARDING contract is made and entered into on the ____ day of _____ 20____ by and between 4 Winds Equestrian Center, LLC (aka 4 Winds EC) and _____ (Horse Owner). 4 Winds EC agrees to accept the Owner's horse(s) for boarding for and in consideration of the agreements hereinafter set forth.

Owner and 4 Winds EC mutually agree to the following:

1. Owner agrees to follow all rules and regulations pertaining to the use of the facility set forth by 4 Winds EC. A copy of above mentioned rules and regulations being given to and read by Owner prior signing this agreement.
2. Owner agrees that 4 Winds EC, ranch employees, volunteers, and/or family members are not liable for the death, theft, sickness, and/or injury, including consequential damages caused to boarded horse. 4 Winds EC is not responsible for any other cause of action arising from or connected to the boarding of horse. In addition, Owner agrees to hold 4 Winds EC completely blameless and not liable for any loss or injury whatsoever caused to Owner or person(s) accompanying Owner while on 4 Winds EC premises, and/or damage/loss of personal property. All costs no matter how catastrophic, connected with boarding are borne by Owner. Owner agrees to hold 4 Winds EC harmless from paying any claim caused by, or in any way related to, boarding at 4 Winds EC.
3. 4 Winds EC is not responsible in any way for damage or theft of tack stored or used on the premises. It is the responsibility of the owner to safeguard his/her own equipment.
4. It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Horse, and all personal property.
5. Owner further agrees to be responsible for the behavior and safety of their guests at 4 Winds EC.
6. Owner shall pay 4 Winds EC \$ _____ per month. Should your board payment be 6 days late there will be a 5% late fee added to it. This amount is for full board, which means that the horse will be provided hay. Should Owner wish to change the hay being provided by 4 Winds EC, they may do so at their own expense. Owner may also provide feed and 4 Winds will feed the horse daily as prescribed by owner. Supplements may be added at Owner's discretion and at Owner's expense. When payment is late by a total of 60 days, 4 Winds EC is entitled to a lien against the horse. 4 Winds EC will enforce the lien and assume ownership of the horse with no legal action being necessary in order to execute such lien. Owner agrees to relinquish ownership of horse

and release all necessary papers for the registration and/or transfer of the horse. 4 Winds EC will sell the horse to reimburse expenses incurred while boarding the horse. In the event that the horse is un-rideable or otherwise not suitable to put on the market for sale, the horse will be disposed of in a humane manner consistent with 4 Winds EC's policies and legal action will be taken against Owner to recoup costs as well as attorney's fees.

7. **Upon arrival at 4 Winds EC, the horse shall be:**

- Free from infectious, contagious, or transmissible disease.
- Have a current negative Coggins certificate. A copy of such shall be given to 4 Winds EC for permanent record.
- Must be current on all vaccinations (within 12 months) prior to arrival with written dates of such to be provided for permanent record.
- Must be wormed within 2 months prior to arrival with written dates of such to be provided for permanent record.

8. 4 Winds EC reserves right to notify owner with in 7 days of horse arrival if horse, in 4 Winds EC's opinion, is deemed dangerous, sick, or undesirable for boarding at 4 Winds EC. In such case, Owner is responsible for removing said horse within 7 days of notification and for fees incurred during horse's stay. 4 Winds EC is not obligated under any circumstances to refund any portion of the boarding fee. After any additional fees are paid, this contract is concluded.

9. Regular farrier attention can be scheduled by 4 Winds EC, for a small fee, unless Owner prefers to arrange such care personally.

10. Routine worming must be accomplished at least bi-annually.

11. Routine annual dental care is strongly suggested with the vet of choice. The owner will need to schedule dental care personally however 4 Winds staff can be available to assist the Vet if necessary for a small fee. The owner will need to prepay for the dental care or make billing arrangements with the vet of choice.

12. In the event of sickness or injury, after reasonable efforts have been made to contact Owner, 4 Winds EC is authorized to arrange veterinary care and to treat animal according to veterinary recommendations. 4 Winds EC is authorized to bill Owner for veterinary costs and any other costs incurred by 4 Winds EC in treating the illness or injury. On-going treatment is the responsibility of Owner. Should Owner be unable to administer treatment, 4 Winds EC will administer prescribed treatment for an additional fee that shall be based on the type of treatment necessary and the amount of time required to administer it. Should death occur the Owner is responsible for any expenses resulting in the removal/disposal of the remains.

13. In the event of a catastrophic situation **such as fire, flood, etc.** the owner of said horse(s) agrees to give complete care, custody and control of said horse(s) for evacuation purposes **WITHOUT** 4 Winds Equestrian Center having to obtain written or verbal authorization from owner before evacuation. 4 Winds Equestrian Center agrees to notify owner as soon as circumstances permit regarding any evacuation of property.

_____ : Yes, 4 Winds Equestrian Center has my permission to evacuate my horse(s) without obtaining authorization from me in the event of a catastrophic situation.

_____ : No, I do not want my horses evacuated from 4 Winds Equestrian Center without my written or verbal consent in the event of a catastrophic situation. (Please note: should

you select this option 4 Winds Equestrian Center **will not be held responsible** for any injury to or the death of your horse(s) should we not be able to reach you for authorization to evacuate your horse(s).

14. Any and all damage done to 4 Winds EC properties by horse(s), Owner, or person accompanying Owner, will be repaired/replaced at Owner's expense. Payment and/or repairs must be made within 30 days of damage unless other arrangements have been agreed to in writing.

15. Either party may terminate this agreement upon 30 days written notice. Contract is complete upon payment of all fees due. Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney's fees relating to such breach of contract.

When signed by both 4 Winds EC representative and Owner, this agreement shall then be legal and binding on both parties.

Authorized Agent for 4 Winds EC

9031 South Hwy 337
Estancia, NM 87016
(505) 384-1831
4windsec@qwestoffice

Signature of Owner

Address: _____

Phone number: _____

e-mail: _____

Please List Veterinarian to be called:

Please List Farrier:

_____ I understand that my total monthly board payment will be \$ _____.

_____ I agree to pay my board not later than the _____ of each month. Should the board payment be a total of six (6) days late a 5% late fee will be charged and added to the board payment.

Description of Horse:

Age: _____ Breed: _____ Color: _____ Gender: _____

Markings: _____

Current on Vaccinations: Yes No

Current on Wormer: Yes No What kind: _____

Current Coggins: Yes No

Does horse have 1H form: Yes No

Any habits or medical conditions we should know about: Yes No If yes list here: _____