



## BOARDING AGREEMENT

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### DESCRIPTION OF HORSE(S)

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

Veterinarian & Phone: \_\_\_\_\_

Current Coggins: \_\_\_\_\_ (please provide us a copy)

Last Wormed: \_\_\_\_\_ Shots Current: \_\_\_\_\_

Is this horse insured? \_\_\_\_\_ If so, list Insurance Company & Contact info

\_\_\_\_\_

**Please provide current photos of special markings, and all 4 views of your horse.**

**You may email them to [SevenOaksRanchKs@gmail.com](mailto:SevenOaksRanchKs@gmail.com)**



**THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between Seven Oaks Ranch, providing services as an independent contractor, located at 13345 W. 199<sup>th</sup>, Spring Hill, KS 66013 and (Owner's name) \_\_\_\_\_, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.**

#### **FEES and TERMS**

The cost for a stall is \$585.00 per month. There is a \$10.00 fan fee May through September. Pasture board is \$275.00. **All board is due the First day of each month.** SEVEN OAKS RANCH agrees to board the herein described horse (s) on a month to month basis. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month. There are no refunds on unused board.

Checks are to be made out to Seven Oaks Ranch. We accept Venmo under the ID: Seven Oaks Ranch.

**LATE FEES: Boarding fees paid after the tenth will be subject to a late fee of \$20.00.**

#### **VACCINATIONS**

2 weeks before arrival of horse to SEVEN OAKS RANCH proof of vaccinations is required. Please email to [SevenOaksRanchKS@gmail.com](mailto:SevenOaksRanchKS@gmail.com). Owner agrees to keep all recommended vaccinations current twice a year. Seven Oaks Ranch requires all boarded horses to have the following risk-based vaccinations: rabies, equine herpes virus, equine influenza (flu), EEE/WEE, tetanus, strangles and yearly negative coggins. Horses that show frequently will need FluAvert boosters. A negative current Coggins test is required for all horses arriving.

#### **RISK OF LOSS**

During the time that the horse (s) is/are in the custody of SEVEN OAKS RANCH, SEVEN OAKS RANCH 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 of SEVEN OAKS RANCH's premises. OWNER fully understands and hereby acknowledges that SEVEN OAKS RANCH does not carry any insurance on any horse (s) not owned by SEVEN OAKS RANCH, 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 SEVEN OAKS RANCH, are to be borne by OWNER.

#### **HOLD HARMLESS**

OWNER agrees to hold SEVEN OAKS RANCH harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by SEVEN OAKS RANCH in defense of such claims.

#### **EMERGENCY CARE**

SEVEN OAKS RANCH agrees to attempt to contact OWNER, via phone, should SEVEN OAKS RANCH feel that medical treatment is needed for said horse (s), provided however, that in the event the SEVEN OAKS RANCH is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by SEVEN OAKS RANCH, SEVEN OAKS RANCH is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by SEVEN OAKS RANCH, as SEVEN OAKS RANCH determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that SEVEN OAKS RANCH is authorized to arrange direct billing by said care provider to the OWNER.

#### **SEVEN OAKS RANCH RULES**

Owner hereby acknowledges receipt and understanding of the current SEVEN OAKS RANCH Rules. 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 guests and invitees according to these Rules.



SEVEN OAKS RANCH 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 SEVEN OAKS RANCH's sole discretion, of OWNER or OWNER's guests and invitees to abide by SEVEN OAKS RANCH Rules may result in SEVEN OAKS RANCH declaring OWNER in default hereunder and result in termination of this AGREEMENT.

**ASSIGNMENT**

This AGREEMENT may not be assigned by OWNER without the express written consent of SEVEN OAKS RANCH.

**RIGHT OF LIEN**

OWNER is put on notice that SEVEN OAKS RANCH has and may assert and exercise a right of lien, as provided for by the laws of the State of Kansas for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees SEVEN OAKS RANCH 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 and SEVEN OAKS RANCH can then sell horse (s) to recover its loss.

**WARNING**

Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

Inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- (3) certain hazards such as surface and subsurface conditions;
- (4) collisions with other domestic animals or objects; and
- (5) 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 domestic animal or not acting within such participant's ability.

I understand the nature of the inherent risks of this domestic animal activity. I understand that this is a high risk sport and I am participating at my own risk. I hereby assume this risk and further do release and hold Seven Oaks Ranch and employees, from all liability for negligence, resulting in accidents, damage, injury or illness to myself and to my property, including the horse or horses which I ride.

**SIGNER STATEMENT OF AWARENESS**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE HAVE BEEN GIVEN THE OPPORTUNITY TO HAVE THIS DOCUMENT REVIEWED BY LEGAL COUNSEL PRIOR TO SIGNING. I/WE HAVE REVIEWED THE RULES AND REGULATIONS OF THIS STABLE WITH ALL OF OUR MINOR CHILDREN.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_