

Silverthorn Farm Boarding Agreement
665 Jefferson River Rd
Athens, GA 30607

THIS AGREEMENT, dated _____, 20____, is made between SILVERTHORN FARM, located at 665 Jefferson River Rd, Athens, GA 30607, hereafter referred to as "FARM", and _____ located at _____, hereafter referred to as "OWNER."

This agreement is in reference to the horse described below:

Name: _____

Breed: _____

Color: _____

Age: _____

Sex: _____

FEES & TERMS:

In consideration of \$375 per horse per month paid by OWNER before the 15th day of the month, FARM agrees to board the described horse at SILVERTHORN FARM commencing on a month to month basis. Late payment will result in a \$25 late fee applied to the following months board bill. OWNER agrees to abide by all rules of FARM at all times.

FEED & FACILITIES:

Farm agrees to provide the following, in addition to normal and reasonable care required to maintain the health and well-being of the animal.

STALL BOARD - stall, grain, and hay twice daily as needed, stall cleaning daily, turnout, and use of facilities.

PASTURE BOARD - Use of pasture and facilities. NO STALL OR FEED. Both will be made available if needed for an additional charge.

RIGHT OF LIEN:

The OWNER is put on notice that FARM has a right of lein, as set forth in the law of the state of Georgia for the amount due for the board and keep of described horse and shall have the right without process of law to retain said horse until the amount of indebtedness is discharged.

EMERGENCY CARE:

FARM agrees to attempt to contact OWNER should FARM feel that medical treatment is needed for said horse. However, if FARM is unable to contact OWNER within a reasonable amount of time, FARM is then authorized to secure emergency veterinary and/or farrier care required for the health and well-being of said horse. The cost of such care secured shall be paid by OWNER within thirty days from the day OWNER receives notice thereof or FARM is authorized as OWNER'S agent to arrange direct billing to the OWNER.

RISK OF LOSS:

While said horse is in the custody of FARM, FARM shall not be liable for any sickness, disease, theft, death, or injury which may occur to the horse or any other cause of action whatsoever arising out of, or connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on FARM'S premises. The OWNER fully understands that FARM does not carry any insurance on any horse not owned by FARM for boarding or for any other purposes, for which the horse is covered under any public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with boarding or for any other reason for which horse is in the possession on the premises of FARM, are to be borne by the OWNER.

HOLD HARMLESS:

OWNER agrees to hold FARM harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by FARM in defense of such claims.

DEWORMING AND VACCINATION:

FARM agrees to provide deworming according to prescribed schedule. FARM will schedule annual vaccinations and Coggins to be done by Covered Bridge Equine. OWNER may schedule a different vet for these services, but MUST provide copies of vaccination record with FARM. Such expenses shall be the obligation of the OWNER. OWNER fully understands that said horse must remain on the FARM'S deworming and vaccination program and schedule in order to board at the FARM.

OWNERSHIP & COGGINS TEST:

OWNER warrants that they own said horse and that there are no liens against said horse expressed or implied by law. The OWNER will provide, prior to the time of delivery of said horse, proof of a negative Coggins Test drawn within the previous twelve months.

DEFAULT:

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. In the case of default by one party, the other party shall have the right to recover attorney's fees and court costs as a result of said default.

TERMINATION:

This lease is a month to month tenancy and either party may terminate this lease by giving the other party thirty days written notice thereof. Failure to provide said notice will result in OWNER owning FARM the cost of one month's board per horse payable prior to the departure of horse from FARM. NO REFUND will be given for early departure prior to the end of OWNER'S last month.

IT IS UNDERSTOOD by the parties that pursuant to state law, the FARM has a lien on said horse to secure payment for services to be provided by FARM hereunder, and that if OWNER should not pay same, FARM may sell said horse at private or public auction pursuant to state law.

THIS AGREEMENT is subject to the laws of the State of Georgia EXECUTED on this _____ day of _____, 20_____.

OWNER:

Signature: _____

Print: _____

Address: _____

Phone: _____

FARM:

Signature: _____

Print: _____

Address: _____

Phone: _____