

UCE HORSE BOARD AGREEMENT

Ute Creek Ranch, 61 Rito del Utah, Amalia, NM 87512

THIS AGREEMENT is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013 made by and between Ute Creek Equine, at Ute Creek Ranch, LLC, hereinafter referred to as STABLE and (Owner's name) \_\_\_\_\_, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION In consideration of \$\_\_\_\_\_ per month paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing \_\_\_\_\_. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Late Fees: Boarding fees paid between the seventh and fifteenth day of the current month due will be subject to a late fee of \$25.00. \*

2. DESCRIPTION OF HORSE(S) Name: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_  
Registration/Tattoo \_\_\_\_\_ Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ Registration/Tattoo \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ Registration/Tattoo \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ Registration/Tattoo \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

3. FEED AND FACILITIES: STABLE agrees to provide reasonable care, handling, feed, water, bedding (for stalled horses) to maintain the health and well being of the horse.

4. VACCINATIONS and HEALTH vaccines are required once yearly and influenza once or twice yearly. Teeth floated once yearly. Hoof care (trimming) every 4-8 weeks unless otherwise specified.

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

6. HOLD HARMLESS OWNER agrees to hold STABLE 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 STABLE in defense of such claims. Owner will be responsible for any damages incurred by their horse to property.

7. EMERGENCY CARE STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (\_\_\_\_\_), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE 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 STABLE, as STABLE 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 STABLE is authorized to arrange direct billing by said care provider to the OWNER.

8. INSURANCE BY OWNER. Owner acknowledges that UCE insurance coverage does not cover loss, damage or injury to Owner's Horse, tack or equipment. It is the responsibility of Owner to provide such insurance coverage on the Horse and equipment.

9. DOGS. For safety reasons, visiting dogs must be kept on leash or in the car when at the barn. Dogs are not permitted to roam freely.

10. DEFAULT Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT.

11. ASSIGNMENT This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth above. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of New Mexico.

Executed at Ute Creek Equine on the date first set forth above.

By: \_\_\_\_\_

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

Owners Signautre: \_\_\_\_\_

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

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

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

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