

Boarding and Training Contract

This Agreement is entered into on this ____ day of _____, 20__ by and between **Tony Stewart and Dian Stewart d/b/a TURNING PAGES RANCH**, its owners, agents, employees, and assigns (hereinafter referred to as the “Stable”), and _____ its co-owners, agents, employees and assigns (hereinafter referred to as the “Owner”).

1. **TERM OF CONTRACT:** This contract shall be considered a month-to-month contract and may be terminated by any party upon fifteen (15) days notice. Any and all fees and expenses for full months, and/or the final prorated month, shall be due and payable upon termination of this agreement. Any change in fees and terms of this contract shall be effective thirty (30) days after acceptance by all parties. The Stable reserves the right to notify the Owner, within fifteen (15) days of the horse’s arrival, if the horse, in the Stable’s opinion, is deemed to be dangerous or undesirable for the Stable’s establishment. In such case, the Owner shall be solely responsible for removing the horse within seven days of said notice and for all fees incurred during the horse’s presence upon the premises. This contract shall be terminated upon the proper notice set forth herein and the full payment of all fees and expenses due herein.

2. **FEES, TERMS, AND LOCATION:** The Owner acknowledges and accepts those terms set forth in the attached fee schedule as issued by the Stable. The Boarding and Training Fee is due in advance, on or before the first day of the month for which the services are to be rendered. Payment of any other expenses in accordance with the rate schedule shall be due within ten (10) days of notification of the incurrence said expenses or presentation of an invoice for said charges. In the event said payments, or any other payment due pursuant to this contract, is overdue by ten days or more, the Stable shall be entitled to exert a lien against said horse and any other property of Owner upon premises, as further described below, for all amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and or equipment for the amount due in accordance with the laws of the State of Oklahoma.

3. **DESCRIPTION OF HORSES TO BE BOARDED:** The Owner agrees to submit a copy of registration papers for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by the owner.

4. **FEES, FACILITIES AND SERVICES:** The Stable agrees to provide adequate feed and facilities for the normal and reasonable care required to maintain the health and well being of the horses. The Owner either acknowledges inspection of the stables and finds the same in safe and proper order, or voluntarily waives the right to inspect said stable. The Stable agrees to provide adequate exercise for the horses and agrees to provide training for the purposes agreed to, either in writing or orally, by Stable and Owner.

5. **RISK OF LOSE AND STANDARD OF CARE:** During the time that the horse(s) is/are in custody of the stable, the stable shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of, or being connected in any way with, the boarding and training of said horse. This includes, but is not limited to, any personal injury or disability of the Owner, or Owner’s guest, may receive on the Stable’s premises.

6. **INSURANCE:** The Owner fully understands that the Stable does not carry any insurance on any horses, not owned by Stable, for boarding or other purposes, whether public liability, accidental injury, theft or equine mortality insurance. The Owner further understands that all risks connected with boarding and training, or for any other reason for which the horses in the possession of, and on the premises of the Stable, are to be borne solely by the Owner.

7. **HOLD HARMLESS:** The Owner agrees to hold the Stable harmless from any and all claims arising from damage or injuries caused by the Owner's horses to anyone, and defend the Stable and Trainer from any such claims. The Owner agrees to disclose any and all hazardous or dangerous propensities of horses boarded with Stable.

8. **EMERGENCY CARE:** The Stable agree to attempt to contact the Owner should the Stable feel that medical treatment is necessary for said horse. But, if the Stable are unable to contact the Owner, or if the circumstances prohibit said contact, the Stable is then authorized to secure emergency veterinary, blacksmith and/or farrier care required for the health and wellbeing of said horse. All cost of such care incurred shall be paid by the Owner within ten (10) days from the date the Owner receives notice there of, or the Stable are authorized, as the Owner's agent, to arrange direct billing to Owner. **THE STABLE SHALL ASSUME THAT THE OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE THREATENING ILLNESS, UNLESS THE STABLE IS INSTRUCTED BY THE OWNER THAT THE HORSE IS NOT SURGICAL CANDIDATE.**

9. **SHOEING AND WORMING:** The Owner agrees to provide the necessary shoeing and worming of the horses, as is reasonably necessary or recommended by the Stable, at the Owner's expense. The Owner agrees to provide the Stable with all health records with regard to the horses. The Owner agrees to have the horses wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to the Stable, the Stable is authorized to arrange for such treatment, but not obligated to do so. All cost of such care and services incurred shall be paid by the Owner within ten (10) days from the date the Owner receives notice there of, or the Stable is authorized, as the Owner's agent, to arrange direct billing to Owner.

10. **OWNERSHIP - COGGINS TEST:** The Owner warrants that he owns the horses and will provide proof satisfactory to the Stable of said ownership as well as maintain current negative coggins tests. In the event current a current negative coggins test is not provided, the Stable and/or Trainer are authorized to arrange for such test, but not obligated to do so. All cost of such care and services incurred shall be paid by the Owner within ten (10) days from the date the Owner receives notice there of, or the Stable is authorized, as the Owner's agent, to arrange direct billing to Owner. In the event that a negative coggins test is not provided, or if the horse test positive for coggins, the Owner shall immediately remove the horse.

11. **RULES AND REGULATIONS:** The Owner agrees to abide by all the rules and regulations of the Stable.

12. **RIGHT TO LIEN:** The Owner is put on notice that the Stable has the right of lien, as set forth in the laws of the State of Oklahoma, for the amount due for the board, training, services, storage and keep of such horses, as well as equipment. Furthermore, the Stable shall have the right, without process of law, to retain said horses and equipment until the amount of said indebtedness is discharged. However, the Stable will not be obligated to obtain or maintain the horses in question in the event the amount of the bill exceeds the anticipated value of the horse. In the

event the Stable exercises its lien rights as described above for nonpayment, this agreement shall constitute a bill of sale an authorization to process transfer from any breed registration as may be applicable to said horse upon affidavit by the Stable's representatives setting forth the material facts of the default and foreclosure, as well as the Stable's compliance with foreclosure procedures as required by law. In the event collection of this amount is turned over to an attorney, the Owner agrees to pay all attorney fees, costs, and other related expenses for which a minimum charge of \$250 will be assessed.

13. **ROPETY IN STORAGE ON STABLE'S PREMISES:** The Owner may store, at their own risk, certain tack and equipment on the premises of the Stable at no additional charge to the Owner. However, the Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at the Stable. The Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$20 per day storage cost for all delinquent accounts.

14. **INHERENT RISK AND ASSUMPTION OF RISK:**

WARNING - UNDER OKLAHOMA LAW, A LIVESTOCK ACTIVITY SPONSOR, A PARTICIPANT OR A LIVESTOCK PROFESSIONAL ACTING IN GOOD FAITH AND PURSUANT TO THE STANDARDS OF THE LIVESTOCK INDUSTRY SHALL NOT BE LIABLE FOR INJURIES TO ANY PERSON ENGAGED IN LIVESTOCK ACTIVITIES WHEN SUCH INJURIES RESULT FROM THE INHERENT RISK OF LIVESTOCK ACTIVITIES, PURSUANT TO THE OKLAHOMA LIVESTOCK ACTIVITIES LIABILITY LIMITATION ACT, OKLA. STAT. TIT. 76, SECTION 50.3 (2001). The undersigned acknowledges there are inherit 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: (1) the propensity of equines to behave in ways such as 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 equines 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 animals; (5) the limited availability of emergency care; and (6) the potential of 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 participants ability.

15. **ENTIRE AGREEMENT:** This contract represents the entire agreement between the parties. No other agreements, promises or representations, verbally or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Oklahoma and shall be enforced and interpreted in accordance with Oklahoma law.

16. **ENFORCABILITY OF CONTRACT:** In the event one or more parts of this contract are found to be unenforceable the other portions hereof shall be deemed in full force and effect.

Stable:
Turning Pages Ranch

13924 E Imhoff Rd
Norman, Ok. 73026
405-447-4423 (Turning Pages Ranch)
e-mail: turningpages@hotmail.com

Owners:

Name of horse being boarded:

SCHEDULE OF FEES

Boarding and Training Fee	\$550 per month
Travel Expense (including to shows)	45¢ per mile per horse
Shoeing Expenses	Actual Amount Incurred
Veterinarian, Medications, Vitamins and Supplements	Actual Amount Incurred
Neck Acupuncture (for neck reduction) (if approved by Owner)	\$75 per treatment
Show Entry Fees	Actual Amount Incurred

OTHER ITEMS, IF ANY (list below):