

GIBB RANCH BOARDING AGREEMENT

This agreement is made DATE _____ between GIBB RANCH (referred to as Stable) located at 36555 N34th Street, Cave Creek Az. and _____ (referred to as Owner) residing at _____
Owner of the horse described in Section 2.

1. FEES:

- (a) In consideration of \$ _____ per horse per month paid by Owner in advance on the first month of each month, the Stable agrees to board said horse beginning _____. Owner will be charged a \$10.00/day late fee.
- (b) ~~Options to the basic fee paid in the same timely fashion are available as listed below. Each additional requested service must be circled and initialed by the Owner. These options can be changed at any time Stable receives written notice from Owner. The fees are subject to change given 10 days written notice by Stable~~

(1)	_____	\$ _____
(2)	_____	\$ _____
(3)	_____	\$ _____
(4)	_____	\$ _____
(5)	_____	\$ _____

2. DESCRIPTION of the HORSE

Name _____
Age _____
Color _____
Sex _____
Breed _____
Height _____
Registration/ Tatoo/ No/Brand _____

3. TURN-OUT:

If no options are chosen, the Owner will be expressly responsible for all Exercise and it is understood that the horse will (will not) be turned out.

4. ~~STANDARD OF CARE: All care is provided by Owner or Stable agrees to provide normal and reasonable care to maintain the health and well-being of said horse~~
Optional Special Instructions/Vet Information:

(a) _____
(b) _____
(c) _____
(d) _____

~~*Items 5 thru 15 will be initialed to show that Owner has read them~~

5. RISK of LOSS:

While this horse is boarded at Stable, Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising from or connecting to the boarding of this horse. All risks are assumed by the Owner. The Owner agrees to hold

Stable harmless from any loss or injury to said horse(s). All costs, no matter how catastrophic, connected with boarding are borne by Owner.

6. INDEMNITY:

Owner agrees to hold Stable harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse(s).

7. EMERGENCY CARE:

If medical treatment is needed, Stable will attempt calling Owner but, in the event Owner is not reached, Stable has the authority to secure emergency veterinary and/or blacksmith care. Owner is responsible to pay all costs relating to this care. Stable is authorized as Owner's agent to arrange billing to the Owner.

8. SHOETING and WORMING: (Owner is responsible)

If not done by Owner, Stable agrees to implement a shoeing and worming program, consistent with recognized standards. Owner is obligated to pay, payment must be set-up in advance by Owner.

9. OWNERSHIP - COGGINS TEST - SHOTS

Owner warrants that he owns the horse(s) and will provide, prior to the time of delivery, proof of a negative Coggins test and proof of UTD shots.

10. TERMINATION:

Either party may terminate this agreement. In the event of a default, the wronged party has the right to recover attorney's fees and court costs, resulting from the failure of either party to meet a material term of this agreement.

11. NOTICE:

Owner agrees to give Stable (30) days notice to terminate this agreement.

Owner cannot assign this agreement unless the Stable agrees in writing.

12. RIGHT to LIEN:

Stable has the right of lien as set forth in the Nevada state law for the amount due for board and additional agreed upon services; and shall have the right, without process law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

13. Horses absent while out on trips will still owe board on those days .

14. Owner will cleanup after horse(s) after Grooming, Clipping, Washing, Shoeing, and Remove any Manure from Grooming Areas.

15. No Turnout in Indoor Arena./ NO dogs

This agreement is subject to law of the State of AZ. The parties have executed this agreement this _____ day of _____

STABLE: Signature _____

Address _____

Telephone _____

OWNER: Signature _____

Address _____

Telephone _____