

Hilltop Farm Boarding Agreement

OWNER: Coty Caponetto
20622 NE 172nd St, Holt, MO 64048
Phone: (816) 820-5599, Fax: (816) 781-8860 (*call first*)
www.hilltopfarmboarding.com

Horse Owner: _____ Horse Name: _____
Owner's Agent: _____ Breed and Registration #: _____
Owner's Address: _____ Sex / Color / Age: _____
City, State, Zip: _____ Veterinarian: _____
Res. Phone: _____ Vet's Phone: _____
Work Phone: _____ Current Coggins Date: _____
Cell Phone: _____ Last Wormed: _____
Social Security Number: _____ Shots Current Date: _____
Emergency Contact Name: _____ Emergency Contact Number: _____

Email Address for invoice: _____

If not the registered owner please indicate name, address, and phone number of current owner:

Insurance Company (if horse is insured): _____

Phone: _____ Accident Notification Contact: _____

- **Stall Board:** \$355 per month includes hay flakes and grain, turnout when weather is permitting and space is available. No exclusive turnout is permitted. Any feed (not supplied by Hilltop) or supplements will be supplied by the horse owner. If extra bedding is requested, owner will be invoiced on a per bag basis.
- **Stallion Stall Board:** \$550 per month upon 18 months of age and up. No Exceptions
- **Lot Boarding:** \$255 per month includes round bales and grain per day with shelter
- **Trailer Parking:** \$25.00 per month
- **Blanketing:** \$5.00 per day
- **Farrier/Vet Hold Fee:** 5.00 per occurrence
- Charges for treatment of a sick or injured horse will be on a case by case basis.

Fees

1. BOARDER agrees to the above lease fees payable in advance on the 1st of every month, to be renewable on a monthly basis. BOARDER may move a horse from stall board, training stall board or lot board and will be charged accordingly. *BOARDER understands that the amount above for the lease of horse facilities is a flexible one and may be raised at Hilltop Farm's discretion following 30-days prior written notice.*

2. Late fees will be applied as follows:
Payments received after the 10th but before the 15th will be charged a \$10.00 late fee.
Payments received after the 16th will be charged a \$25.00 late fee.
3. There will be a \$30.00 charge to the owner for any and each returned check.
4. BOARDER understands and agrees that if the horse(s) are removed from Hilltop for any length of time (for show purposes, breeding, training, etc.) that said lease is still in effect for that time unless otherwise terminated and that no refund shall be made for said time that horse(s) is (are) removed.
5. BOARDER acknowledges that boarding and boarding services provided to the horse maintain or appreciate its value. BOARDER therefore expressly acknowledges that **Missouri statute, §430.150 gives Hilltop Farm a first and prior lien on any horses boarded at Hilltop Farm, in an amount reasonably necessary to secure the payment of fees for the same.** BOARDER agrees that all outstanding balance due and/or all other fees, charges and expenses incurred shall be paid prior to Hilltop Farm's release of the horse.
6. This agreement may be terminated without cause by either party upon thirty (30) days written notice. If BOARDER does not give thirty (30) days written notice and desires to remove a horse without thirty (30) days notice, BOARDER will be considered in default of this agreement and be required to pay an additional month of board at current board rate prior to removal of horse. When thirty (30) days written notice is given, Hilltop Farm will allow a partial month payment of board. BOARDER is expressly prohibited from removing horse prior to payment in full of all outstanding accounts with Hilltop Farm.
7. If monies are due to Hilltop Farm, Hilltop Farm has the right to take legal action to secure payment from BOARDER including but not limited to submitting account due to a collection agency.

Vaccination Requirements & Coggins Test

BOARDER must provide proof of a current negative Coggins test and required vaccinations on said horse **prior to** the time of delivery. Coggins test and vaccinations must be maintained on a yearly basis while boarded at Hilltop Farm. Required vaccinations include but are not limited to:
Spring—Eastern & Western Sleeping Sickness, Tetanus, Rhinopneumonitis, Influenza, Strangles and West Nile Virus
Fall—Rhinopneumonitis, Influenza, and Strangles

Emergency Care

If medical treatment is needed for said horse, owner and/or agent of Hilltop Farm will attempt calling the owner at the numbers provided but, in the event the BOARDER is not reached, Hilltop Farm has the authority to secure emergency veterinary and/or farrier care. BOARDER is responsible to pay all costs associated to this care.

Standard of Care

1. BOARDER is obligated to implement and maintain a hoof care regimen. The owner and/or agent of Hilltop Farm is available to assist in this process for a reasonable stable charge as noted in above fees.
2. BOARDER acknowledges that any horse boarded at Hilltop Farm is required to be on a routine worming schedule. If a daily wormer is not used, all horses must be paste wormed at no more than 8-week intervals. BOARDERS are encouraged to seek advice from a licensed veterinarian for questions pertaining to deworming the horse.
3. Hilltop Farm agrees to provide normal and reasonable care to maintain the health and well being of said horse. Optional Special Instructions: _____

Turnout

All stalled horses are turned out into enclosed paddocks with other compatible horses (weather permitting). No exclusive turnout is permitted. Special instructions: _____

Risk of Loss

1. BOARDER understands and agrees that BOARDER shall not hold Hilltop Farm responsible for any injury, illness, disease or death to the horse(s) or to BOARDER, BOARDER's acquaintances, relatives, or friends occurring on Hilltop Farm's property.
2. All persons entering onto Hilltop Farm property shall be required to sign a liability waiver. Waivers will be kept in the south tack room filing cabinet.
3. BOARDER understands that Hilltop Farm shall not be liable for any injury to the horse(s) or damage to any property resulting from the horse should it escape from any of Hilltop Farm's enclosures or while on Hilltop Farm's property. Hilltop Farm shall not be liable for any injury to the horse resulting from the inherent behavior of horses beyond Hilltop Farm's control, including, but not limited to, kicking, running, bucking, rearing, falling, or biting.

Indemnity

1. BOARDER agrees to hold Hilltop Farm, its owners and agents, harmless from any claim caused by said horse and agrees to pay legal fees incurred by Hilltop Farm in defense of a claim resulting from damage by said horse.
2. BOARDER understands and agrees that BOARDER will make payment to Hilltop Farm for any damage to said premises caused by horse, excluding reasonable wear and tear.

*** BOARDER understands that failure to abide by this Agreement, including Stable Rules as amended from time to time, constitutes a breach of this Agreement and will be treated as grounds for immediate termination of the Agreement by OWNER of Hilltop Farm and no refund payment will be given.

WARNING: Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the revised statutes of Missouri. RSMo. 537.325

Signature of BOARDER

Date

Signature of Owner of Hilltop Farm

Date