



Cornerstone Equine, LLC

P.O. Box 3333 Butte, MT 59702 ■ 406-600-2937 ■ cornerstoneequine360@gmail.com

Horse Boarding Agreement and Liability Release Associated With Boarding

Please read carefully before signing. Cornerstone Equine, LLC does not guarantee your safety or that of your horse(s). It is hereby agreed to as follows:

Horse Description Information:

Name: _____

Breed: _____ Age: _____ Sex: Stallion Gelding Mare

Color/Markings/Brands/Scars: _____

Registration Name and Number (if any): _____

Horse Description Information:

Name: _____

Breed: _____ Age: _____ Sex: Stallion Gelding Mare

Color/Markings/Brands/Scars: _____

Registration Name and Number (if any): _____

Warning:

Under Montana Law, an equine activity sponsor or an equine professional is not liable for an injury to or death of a participant engaged in an equine activity resulting from risks inherent in equine activities. Montana Code Annotated 27-1-727.

A. Definitions- The term “MANAGER” shall herein refer to the manager/owner's of Cornerstone Equine, LLC or any of Cornerstone Equine, LLC owners, agents, employees, officers, directors, representatives, assigns, members, premise owners, and others acting on Cornerstone Equine, LLC's behalf. The term “Cornerstone Equine, LLC” shall herein refer to Cornerstone Equine, LLC. The term “OWNER” shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be boarded under this agreement. The terms “HORSES” and “ANIMAL(S)” shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The term “RIDING” shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term “RIDER” shall herein refer to the OWNER and the parents or legal guardians thereof if a minor. The term “CONTROL” shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. Agreement Purpose and Consideration- At the commencement of this agreement, the OWNER intends for Cornerstone Equine, LLC to undertake the boarding of the animal(s) listed in this agreement and to provide other incidental services according to terms and conditions set forth herein.

OWNER agrees to pay Cornerstone Equine, LLC the sum of services chosen in this contract for each animal. Charges for boarding and other incidental services are due prior to boarding. For monthly boarding, payments are due by the first (1st) of

OWNERS Initial _____ 1

each month. If commencement of boarding occurs before the first (1st) of the month then fees will be prorated up to the end of the current month. Monthly boarding charges are calculated on a standard 30 day calendar cycle. All animal(s) entering onto Cornerstone Equine, LLC property will be required to have a separate run for the first fourteen days (14) while they are observed for illness. Stallions over 1 years old are required to have an individual run so that unwanted copulations do not occur.

C. Fee Schedule, Terms, and Location for Boarding Services- In consideration of \$_____ per horse per month paid by OWNER in advance on the **First (1st)** day of each month, MANAGER agrees to board the herein described horse(s) on a month to month basis commencing on the _____ day of _____, 20_____. Upon entering this agreement First and Last months rent will be required at time of boarding. Any damages onto property either by OWNER or ANIMAL(S) will be paid by OWNER and a receipt of material and labor charges will be provided from MANAGER to OWNER to be paid directly to Cornerstone Equine, LLC.

Monthly Rate: \$350 per horse. **Weekly Rate:** \$125 per horse. **Daily/Overnight Rate:** \$30 per horse.

Stallion Monthly Rate: \$400 per horse. **Weekly Rate:** \$125 per horse. **Daily/Overnight Rate:** \$30 per horse.

Mare w/ Foal Under 6 Months of Age Monthly Rate: \$400 per horse. **Weekly Rate:** \$125 per horse. **Daily/Overnight Rate:** \$30 per horse.

In-Training Horses Monthly Rate: \$300 per horse. **Weekly Rate:** \$125 per horse.

Mares on site for Pasture/Hand Breeding to Cornerstone Equine, LLC Stallions: Monthly Rate: \$400 per horse/ or with foal under 6 months old. **Daily/Overnight Rate:** Dry \$15 per horse/day. Wet/ with foal by side \$20 per pair/day.

Board- Shall Include: Free access to water, Feeding/Hay, and salt/mineral block. If OWNER would like animal(s) to be fed grain/feed product or supplements, OWNER will provide all additional product at OWNER's expense and will provide written statement to Manager with how much and how often product may be provided per day.

Additional Options. (Additional charges apply, select as desired.)

- Hay beyond 25 pounds per day
Cost calculated per pound additional at market value to be determined by the MANAGER.
- Handling Fee
(non emergencies): Vet, Farrier, Body Worker, Hand Walking, Hosing Off, Bandage Changing. \$20/Hour.
- Fly Mask Fee
Put on in the morning and removed at night. Not responsible if horse removes mask via their own accord and/or damages to mask. \$25/month.
- Blanketing Fee
Put on and remove blanket or flysheet at Manager's discretion dependent on weather. Not responsible if horse removes blanket via their own accord and/or damages blanket. \$50/month.
- Fly Spray Fee
Sprayed with owner provided flyspray once daily. \$25 month.
- Trailer Storage Fee
Park your horse trailer on our property. No hook-ups. \$50/month.

Animal(s) will incur an additional fee if “training” is required due to lack of horses handle-ability for routine care, blanketing, fly mask, flyspray, or trailering. \$50/hour.
Cornerstone Equine, LLC fee schedule may change at any time without notice.

D. Late Fees and Payment of Invoices: Invoices are payable with cash, check, money order, cashiers check, Venmo, or bank transfer, upon receipt or agreed upon date. A fee of \$40 will be applied for each returned check and checks will no longer be accepted as a form of payment. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal(s) will not be released from MANAGER's possession until all expenses are

paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 10 days before the animal(s) leaves MANAGER's possession.

Boarding fees paid after the fifth (5th) day of the current month due will be subject to a late fee of \$15 per day per horse. Fees received after the fifteenth (15th) day of the current month due will be subject to a late fee of \$20 per day per horse. In the event a payment is overdue by thirty (30) days, MANAGER shall be entitled to a lien against the horse(s) and/or equipment stored upon Cornerstone Equine, LLC or MANAGER's premises in the full amount due. Enforcement of said lien shall be at the discretion of MANAGER who may sell the horse(s) and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

E. Boarding of Horse: Cornerstone Equine, LLC shall board the horse(s) in accordance with generally accepted professional standards. The MANAGER will exercise reasonable care for the protection of the horse and shall board the animals to the best of Cornerstone Equine, LLC's ability. MANAGER will provide suitable facilities and care for horse in an adequate manner with feed being determined by the MANAGER. OWNER has inspected facility prior to signing this contract and has deemed Cornerstone Equine, LLC's premises and MANAGER's ability adequate for care of OWNER's animal(s).

F. Vaccinations and Horse Health Warranty: Each horse shall enter Cornerstone Equine, LLC premises free from transmissible diseases; must be effectively dewormed and have current immunizations, including 5 way with West Nile and Strangles at least 7 days prior to arriving at the equine facility. The following up-to-date documents must be presented to MANAGER by the OWNER prior to horse(s) entering Cornerstone Equine, LLC premises. Cornerstone Equine, LLC requires a Veterinary Health Certificate within 30 days, Negative Coggin's Test within 12 months, 5way with West Nile vaccination within 12 months, Strangles vaccination within 12 months, and Season appropriate dewormer within 6 months. Mares intended to breed to Cornerstone Equine, LLC stallions will have additional requirements which can be found under Cornerstone Equine, LLC's breeding contracts.

G. Sale or Death of Horse: It is hereby agreed that in the event of the sale of the horse, or the death of the horse, MANAGER has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

H. Manager's Right to Refuse Services: MANAGER reserves the right to refuse the continuation of boarding services of any horse for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which MANAGER may not be equipped or capable to handle; OWNERS refusal to obey property rules or to cooperate with MANAGER on reasonable requests relative to the management, boarding, welfare and safety of animals and people on premises; and, also in such event MANAGER shall give OWNER seven (7) days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded.

I. Risk of Loss and Standard of Care: During the time that the horse(s) are in custody of Cornerstone Equine, LLC, Cornerstone Equine, LLC shall not be liable for any sickness, disease, theft, death, injury, or act of god which may be suffered by the horse(s). This includes, but not limited to, any personal injury or disability the horse may receive while on Cornerstone Equine, LLC premises. OWNER fully understands and hereby acknowledges that Cornerstone Equine, LLC does not carry any 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 the horse(s), or for any other reason for which the horse(s) is/are in the possession of Cornerstone Equine, LLC, are to be borne by OWNER.

The standard of care applicable to MANAGER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall MANAGER be held liable to OWNER for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at OWNERS expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). OWNER agrees to disclose this entire agreement to OWNER'S insurance company and provide MANAGER with the company's name, address, and policy number. Failure to disclose insurance information shall be at OWNER'S risk.

J. Hold Harmless: OWNER agrees to hold Cornerstone Equine, LLC harmless from any claim resulting from damage or injury caused by said horse(s), OWNER or their guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Cornerstone Equine, LLC in defense of such claims arising out of or relating to the agreement.

K. Liability Insurance: OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this agreement shall continue to carry and maintain in full force and effect liability insurance protecting OWNER and Cornerstone Equine, LLC from any and all claims arising out of or relating to this agreement. Failure to do is at OWNERS risk, liability and expense.

L. Inherent Risks and Assumption of Risk: The undersigned acknowledges there are inherent 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 the propensity of equines to behave in ways such as running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, pulling back, or spooking, that may result in injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a 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 participant's ability.

M. Helmet and Personal Protection Equipment: OWNER is hereby warned and acknowledges that helmets must be worn while RIDING on Cornerstone Equine, LLC premises and must meet one of the three international equestrian safety standards or marks: PAS015:2011, VG1 01.040 2014-12, and ASTM F1163:2015. While body protectors/personal protection equipment is not required for riding on Cornerstone Equine, LLC premises, it is highly recommended and that protection meets the three international equestrian safety standards for foam-based body protectors: EN 13158, ASTM F1937, and ASTM F2681.

N. Direct Loss to Personal Property and Equipment Warning: OWNER is hereby warned that direct loss or damage, theft, or disappearance of OWNER'S tack, equipment, or other property is not covered by MANAGER'S insurance and MANAGER shall not be liable for the OWNER'S tack, equipment, or other property.

O. Owner Acceptance of Responsibility: During the time that the horse(s) are being boarded the horse(s) shall be in the custody of the MANAGER. OWNER has inspected the MANAGER'S premises and/or has in some other way satisfied themselves that the conditions of the premises and the facilities will provide and adequate and reasonable level of safety for OWNER'S horse(s). OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER'S family members, invitees, or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the MANAGER by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s).

P. Emergency Care: MANGER agrees to attempt to contact OWNER at all phone numbers listed in contract should MANAGER determine veterinary or farrier treatment is needed for said horse(s), but, if MANAGER is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely by MANAGER, MANAGER is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or MANAGER is authorized, as OWNER's agent, to arrange direct billing to OWNER. OWNER understands that emergency veterinary care may not be able to do a "home-visit" and trailer travel may be necessary for horse(s) to receive care. MANAGER may need to transport horse(s) to veterinary facility and all expenses incurred to MANAGER for fuel, wear and tear to truck and trailer, and MANAGERS time and training time due to the horse(s) lack of handle-ability will be billed to OWNER.

MANAGER shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless MANAGER is instructed herein by OWNER that the horse(s) is/are not surgical candidates for major surgery.

OWNER agrees to notify MANAGER of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify MANAGER as to what party is authorized to make decisions in the OWNER'S place with regard to the health, well-being, and/or medical treatment of the horse(s).

CONSENT FOR SURGICAL TREATMENT: (select only one):

OWNER **DECLINES** Emergency Treatment OWNER **ACCEPTS** and Consent to Emergency Treatment

Preferred Veterinarian, Clinic, and Phone Number: _____

Preferred Emergency Veterinarian, Clinic, and Phone Number: _____

Equine Insurance Provider: _____ Policy Number: _____ Coverage: _____

OWNER does not have Equine Insurance Provider at time of signing contract:

OWNER Signature: _____ Date: _____

Q. Property Rules: OWNER hereby acknowledges receipt and understanding of the current Cornerstone Equine, LLC Property Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests, family, and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

1. Always clean up after your horse: manure, hair, etc. This includes manure left behind near hitching rails, driveways and parking areas, and manure or shavings coming out of a trailer.
2. No smoking, vaping, or use of E-cigarettes anywhere on property including inside a vehicle.
3. No dogs on property loose or leashed. No dogs left inside unattended vehicles.
4. Everyone on property including family, guests, invitees, riding or not, must sign a release of liability form. Minors must be accompanied by family member or legal guardian.
5. Approved riding helmets must be worn when riding on Cornerstone Equine, LLC property. Approved riding vests are strongly recommended.
6. Do not tie horses to metal corral panels, gates, wooden railing, or unstable material. Use designated metal hitching rails or personal trailer tie-rings.
7. Personally owned horses are welcome, however, "training for hire" is not permitted. Lessons and training are available through Cornerstone Equine, LLC.
8. Close all gates that you open. Do not go through any pasture that currently has horses loose in them. Stallions are on premises, be mindful. Ask MANAGER for assistance if you need to go through a pasture with horses in it.
9. You are responsible for your own equipment and tack. Label and lock it if necessary.

Cornerstone Equine, LLC may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current rules. Failure, as determined in Cornerstone Equine, LLC's sole discretion, of OWNER or OWNER's guests and invitees to abide by Cornerstone Equine, LLC's Rules and may result in Cornerstone Equine, LLC declaring OWNER in default hereunder and result in termination of this agreement.

R. Right of Lien: The OWNER is given notice that MANAGER has a right of lien as set forth in the laws of the State of Montana, for the amount due for the board and keep of such horse(s), and also the storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, MANAGER will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event MANAGER exercises MANAGER's lien rights as above described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by MANAGER's representatives setting forth the material facts of the default and foreclosure as well as MANAGER's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of one thousand (\$1,000.00) will be assessed.

S. Owner Right of Termination: Upon written notice to the MANAGER the OWNER may terminate this agreement for any reason. MANAGER shall be paid for all the fees incurred up to the termination date or as long as ANIMAL(S) are on premises, whichever is the later. After all fees have been paid in full this agreement is concluded.

OWNERS Initial _____ 5

T. Limitation of Actions: Any action or claim brought by OWNER against MANAGER for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date of such claim or loss occurs.

U. Agreement Scope and Territory: This Agreement shall be legally binding upon the MANAGER and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement is entered into in the state and county of domicile of the MANAGER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be in the county in which Cornerstone Equine, LLC is physically located. If any clause, phrases, or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

V. Agreement Changes/Updates: The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and services.

W. Entire Agreement: This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of MANAGER's property, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT. I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT, AND RULES. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

OWNER SIGNATURE: _____ DATE: _____

OWNER SIGNATURE: _____ DATE: _____

OWNERS NAME(S): _____

MINORS NAME(S): _____

OWNERS ADDRESS: _____

OWNERS CELL PHONE: _____ SPOUSE PHONE (if any): _____

OWNERS PLACE OF EMPLOYMENT AND # _____

EMERGENCY CONTACT AND PHONE NUMBER: _____

OWNERS EMAIL: _____

VETERINARIAN NAME AND PHONE NUMBER: _____

ALTERNATIVE VETERINARY NAME AND NUMBER: _____

FARRIER NAME AND PHONE NUMBER: _____

EQUINE INSURANCE NAME: _____ POLICY NUMBER: _____

COVERAGE TYPE: _____ PHONE NUMBER: _____

Medical Release

I hereby authorize Cornerstone Equine, LLC, its Owners, Managers, Agents, and Employees to authorize medical treatment by a licensed physician or hospital, for myself, and/or my child in the event of an accident or injury, if they are unable to contact the person designated to be contacted in case of an emergency with reasonable speed, or if they reasonably believe the circumstances do not allow time for such contact.

**I HAVE READ AND UNDERSTAND THE FOREGOING MEDICAL RELEASE. IN WITNESS WHEREOF, I
HAVE EXECUTED THE MEDICAL RELEASE.**

SIGNATURE of Rider, Horse Owner, or Boarder: _____ Date: _____

SIGNATURE of Parent or Guardian for a Minor Child: _____ Date: _____

List of Allergies for any Rider/Spectator on Premises: _____

List Health Insurance Information (Company/Policy #) _____