



3520 NW Manson Road
Kidder, Missouri USA 64649
www.myepiphanyparadisefarm.com

RETIREMENT BOARDING CONTRACT

THIS AGREEMENT is made this ____ day of _____ 20____, by and between _____, hereafter referred to as “Owner” and **My Epiphany Paradise Farm LLC**, hereinafter referred to as "Farm".

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Farm, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Farm reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Farm's opinion is deemed to be dangerous or undesirable for Farm's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The monthly boarding fee **of \$345.00** is due by the first day of the month. Payment of fees must be made in one of the following automatic methods:

- 1) Owner may pay by invoicing via Farm's Chase Zelle account at no additional charge (preferred method) or via Venmo at no additional charge
- 2) Owner may pay by invoicing through Farm's PayPal Account with a 3.5% Service Charge added

Personal checks will **ONLY** be accepted for the first month's boarding fees, required deposit, and any applicable transportation costs, **UNLESS OTHERWISE APPROVED BY FARM.** In the event said payment is overdue by ten (10) days, Farm shall charge a \$10.00 late fee and if said payments are more than 30 days late, Farm shall be entitled to exert a lien against

said horse for any 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 Missouri. Personal checks that are returned will be charged a \$50.00 Service Fee plus any late fees that apply. The initial monthly charge applicable to the services as set forth below shall be **\$345.00** per month.

A **one-time deposit fee of \$550.00** per horse is due and payable with the first month's boarding fee and said deposit will be used for the end of life expenses once incurred by Owner's horse(s). End of life choices will be cremation; removal; or burial and will be decided upon by Owner within 30 days of Owner's horse(s) arriving at Farm. **Cremation charges range from \$750-\$1200 and the deposit will be applied to this service but will not fully cover this option.** If Owner chooses cremation, the additional monies will need to be paid prior to Rolling Acres Cremation performing the service. Should Owner remove horse(s) prior to end of life occurring, said deposit will be **FULLY REFUNDED**.

2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each animal boarded by Owner.

3. Feed, Facilities, and Services. Farm agrees to provide adequate free-choice hay, pasture and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Unless otherwise agreed upon, pasture boarded horses will not receive any form of grain, supplements, unique hay filler or other feed additives. Should Owner's horse(s) require additional supplements/feed, this will be charged on a per horse basis by Farm with the agreement of Owner.

Farm shall schedule all farrier visits as needed and will be present for all. If needed, Farm will schedule veterinarian visits, after approval by Owner if they are outside the scope of the boarding contract and will be present for said visits. Should horse(s) need to be transported to veterinary clinic, Owner will be contacted, and approval obtained, before transportation occurring and these transport costs will be at Owner's expense. Should Owner not be able to be contacted, Farm will use their best judgement for the care of the horse and Owner will be responsible for any costs incurred.

Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of Farm and are subject to change at Farm's discretion.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, FARM SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF FARM, ITS AGENTS, AND/OR EMPLOYEES.

This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Farm's premises.

The Owner fully understands that Farm does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Farm are to be borne by the Owner.

THE STANDARD OF CARE APPLICABLE TO FARM IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL FARM 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 OWNER'S 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 FARM WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. Hold Harmless. Owner agrees to hold Farm harmless from any and all claims arising from damage or injury caused by owners' horse(s) to anyone, and defend Farm from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Farm.

6. Emergency Care. Farm agrees to attempt to contact Owner should Farm feel that medical treatment is needed for said horse(s), but, if Farm is unable to contact Owner, Farm is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care and/or transportation costs incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Farm is authorized, as Owner's agent, to arrange direct billing to Owner.

FARM SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS FARM IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Farm of any and all change of addresses, emergency telephone numbers, credit card number changes, 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 Farm 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).

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

8. Shoeing, Worming, Vaccinations, Other. Farm provides five (5) hoof trims annually, with a farrier of their choice, as part of the Owner's monthly boarding fees. If Owner wishes to have shoes kept on horse(s), which Farm strongly encourages against, Owner agrees to pay all incurred expenses within the month the expense is incurred. Owner agrees to provide Farm with all health records with regard to the horse(s).

Farm provides (4) quarterly wormers annually, on a rotation basis, as part of the Owner's monthly boarding fees.

Owner must provide health care papers with vaccination dates and types prior to Farm accepting horse(s) on Farm. **If vaccinations are not current and Owner fails to get horse(s) current prior to arrival at Farm, Farm has the right to update horse(s) vaccinations at Owner's expense.** Once vaccinations are current, Farm provides the following Spring vaccinations annually as part of the Owner's monthly boarding fees: Flu/Rhino, EWE, West Nile, Rabies, Tetanus, EHV-1 and EVH-4, and an additional Fall Flu/Rhino vaccination. Should additional vaccinations be required, Owner will be notified by Farm 15 days prior to vaccinations being given and these will be at Owner's expense.

Additional care items that are mandatory: All boarded horses will have Dentistry performed at least 1 time per year (at Owner's Expense) and should additional visits be necessary, these visits will also be at Owner's expense. Owner will be notified by Farm 30 days in advance of Dentistry work to be performed. All Male boarded horses will have annual Sheath Cleanings (at Owner's expense) and if not direct-billed to Owner, all expenses for these additional care items should be paid within 15 days of billing by Farm.

9. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Farm of the negative Coggins test prior to acceptance of horse(s) on Farm.

10. Transportation Fees. Farm can transport horse(s) within a certain geographical area at the following rates payable by Owner:

- a. With fuel prices between \$1.50 and \$3.00 per gallon - \$.75/mile per horse
- b. With fuel prices between \$3.01 and \$4.50 per gallon - \$.95/mile per horse
- c. With fuel prices over \$4.51 per gallon - \$1.25/mile per horse

If Owner's horse(s) are outside of acceptable geographical area, Farm can arrange for transportation through a third-party transporter, with Owner to pay transporter directly.

11. End of Life Choices. Owner agrees to decide upon End of Life choice for owned horse(s) and to notify Farm within 30 days or sooner of horse(s) arriving at Farm. Choices include: cremation, removal, or burial (weather permitting). The one-time deposit fee of \$550.00 will go towards covering these expenses-

12. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. Boarding rates are subject to change upon a 60-day notice by Farm to Owner in writing. However, Farm **agrees not to raise** agreed upon boarding rates for a period of **at least 12-months** from the date of Owner signing Boarding Agreement.

13. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Farm. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

14. Right of Lien. The Owner is put on notice that Farm has a right of lien as set forth in the laws of the State of Missouri, for the amount due for the board and keep of such horse(s), and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Farm 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 Farm exercises Farm'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 Farm's representatives setting forth the material facts of the default and foreclosure as well as Farm'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 \$250.00 will be assessed.

15. 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, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement 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 participants ability.

WARNING

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities. 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.

16. 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 Missouri and shall be enforced and interpreted in accordance with the laws of said State.

17. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT)

By _____

Printed Name: _____

DATE SIGNED: _____

Address: _____

Telephone: _____ (cell) _____ (hm)

My Epiphany Paradise Farm

Physical Address:

3520 NW Manson Road
Kidder, Missouri 64649
(262) 909-0628 Cell

Payment Address:

3757 NW State Rd W
Hamilton, MO 64644

OWNER: Robin L. Broughton

By

