

Mariposa Farms, LLC

BOARDING AGREEMENT

This Boarding Agreement is made and entered into on this _____ day of _____, 202_ by and between Mariposa Farms, LLC (hereinafter Mariposa) at 75 Red Gate Trail, Canton, GA 30115 and

_____ (hereinafter known as "Horse Owner") of

Name

Address

City

State

Zip

Phone

Cell Phone

E-mail address

1. This Agreement concerns the horse(s) described as follows (additional horses on back as needed):

Name:

Age (DOB if known):

Sex:

Color:

Breed:

2. In consideration of the services rendered by Mariposa, Horse Owner hereby agrees to pay Mariposa \$ _____ per month payable in advance on the 1st day of each month. If said amount is not paid by the 5th day of each month, Horse Owner agrees to pay a \$25.00 late charge per horse per occurrence. Any check returned for insufficient funds shall incur an additional charge of \$30.00. Board includes up to 1 scoop of feed twice daily (\$60 feed allowance), up to 10 pounds of Timothy or Orchard/Alfalfa hay twice daily, supplements (provided by horse owner), stall cleaned daily with fresh water, daily turnout (weather permitting), quarterly worming, Solitude fly control (March-October), blanketing in winter (tipping caretaker is encouraged), stall fan in summer, scheduling/holding for vet/farrier if using our vet/farrier.

Extra fees (initial and date options chosen):

Extra scoop feed daily \$45: _____

Extra hay (based on amount): _____

Rice bran//Timothy cubes \$40: _____

Turn-out stall \$35: _____

Turn out wear (boots, fly sheet, mask, etc) \$30: _____

Previcox \$30: _____

3. Mariposa agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse(s):

Feed: _____

Hay: _____

Turn-Out: _____

Other: _____

4. Horse Owner hereby agrees to assume the cost for periodic shoeing, regular worming, and annual vaccinations on the horse.
5. Horse Owner and Mariposa mutually agree that in the event of any of the horses covered by this Agreement shall require services of a veterinarian, Mariposa will immediately contact the Horse Owner. In the event the Horse Owner can not be reached, Mariposa is hereby authorized to call Dr. _____, DVM, phone number: _____, and should he/she be unavailable, to call another licensed veterinarian of Mariposa's choice. Horse owner hereby agrees to pay any and all fees charged by said veterinarian.
6. Horse Owner hereby relieves Mariposa of the duty of exercising extraordinary care with respect to the horses covered by this Agreement.
7. Horse Owner represents to Mariposa that the above identified horse or horses tested negative for Equine Infectious Anemia within the past twelve months. Horse Owner shall deliver proof of such negative testing to Mariposa within two days of signing this Agreement. Horse Owner agrees to have horse tested at least annually for Equine Infectious Anemia and to deliver promptly to Mariposa proof of the results of such test. In the event such horse or horses test positive for Equine Infectious Anemia, Mariposa may demand that such horse or horses leave Mariposa instantly upon notice.
8. All Riders must have a signed Mariposa release on file at Mariposa. All Riders under the age of 18 must have a Mariposa release form signed by a parent or guardian.
9. Horse owner hereby agrees to abide by the rules and regulations of Mariposa as amended from time to time. Horse Owner hereby acknowledges receipt of one copy of the present rules and regulations of Mariposa.
10. It is the policy of Mariposa that all riders wear ASTM/SEI safety helmets when riding or around any horse. Owner hereby indemnifies and holds harmless Mariposa on account of any injury to it's Owner, his/her agents, invitees, guests or employees for the failure to wear approved safety helmets. Riders under 18 years of age must wear approved helmet when mounted.
11. Horse Owner hereby releases Bethany Butler, Mariposa, its agents, employees, successors, assigns, executors, heirs, and administrators from any and all claims, causes of action – whether now existing or hereafter accruing or maturing at any time – in any way related to the use of Mariposa's facilities by Rider except gross negligence by Mariposa's intentional acts. The term Rider shall mean not only Horse Owner, but also any person who uses Mariposa facilities with permission of Horse Owner. The Horse Owner fully understands that he or she uses the facilities of Mariposa at his or her own risk. The Horse Owner hereby agrees to hold and save Bethany Butler, Mariposa, its agents, employees, successors,

assigns, executors, heirs and administrators harmless from each and every claim, demand, liability or obligation which may arise or be connected with loss, injury or damage to the Rider or Horse(s) related to use of Mariposa facilities. The Horse Owner agrees and covenants to never bring any action at law or equity against Bethany Butler, Mariposa, its agents, employees, successors, assigns, executors, heirs and administrators on behalf of the Horse Owner or on behalf of a Rider, whether a minor or adult, arising from or related to any injury damage or other loss suffered by Rider and connected with the uses of Mariposa horses, equipment or facilities and shall indemnify Bethany Butler, Mariposa, its agents, employees, successors, assigns, executors, heirs and administrators, for anything which Rider is responsible either alone, jointly or severally.

12. The farm, Mariposa, is not responsible in the event of the death of any horse or horses covered by this Agreement. Therefore it is advised that Horse Owner obtain mortality insurance in order to protect his or her investment.

Insurance Carrier

Phone Number

Policy Number

13. Mariposa shall have no obligation to insure Owner's personal property. It is the responsibility of the Owner to mark all tack and equipment with proper identification. The farm shall not be responsible for damage or loss of any tack or equipment. List on back of this agreement all items left with the horse(s) including description. Show saddle and other valuable tack should be insured by Horse Owner.
14. The Agreement – together with the rules and regulations referred to herein and the Rider's Release Agreement, is any – constitute the entire agreement between the parties hereto and there are no other agreements between parties except as expressly set forth herein.
15. The Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Agreement.
16. The agreement may be terminated by Bethany Butler, Mariposa, or Horse Owner by giving 30 days written notice. At the end of 30 days, the Horse Owner shall remove his or her horse or horses from the Mariposa facilities. However, Mariposa reserves the right to terminate this Agreement and ask that Owner's horse be removed immediately, with no notice, if it is determined that the health or behavior of the horse jeopardizes the health and safety of other horses or clients at Mariposa. Upon departure, all outstanding bills will be paid in cash prior to horse(s)' release.
17. Horse Owner hereby acknowledges that Mariposa is entitled to a lien against the boarded horse or horses for the value of the services rendered, and that Mariposa shall be entitled to enforce said lien, according to the laws of the State of Georgia.
18. This Agreement shall be governed and interpreted exclusively by and under the laws of the State of Georgia.

WARNING

Under Georgia Law, an equine activity sponsor or equine professional is not liable for an injury or death of a participant in equine activities resulting from inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

Horse Owner

Date

BY: _____
Mariposa Farms

Date

