

# WILLOW POND STABLES, LLC

2240 S. River Road  
Saginaw, MI 48609  
989-781-7707

## BOARDING CONTRACT AND LIABILITY RELEASE

This BOARDING CONTRACT AND LIABILITY RELEASE ("Agreement") is made between Willow Pond Stables, LLC ("Stable"), and \_\_\_\_\_ ("Owner").

### TERMS & CONDITIONS

1. BOARDING FEES. As consideration for the boarding, keeping, and care of Owner's horse(s) at Stable, Owner agrees to pay Stable fees of \$400.00 a month, which includes the use of a box stall, stall bedding and daily cleaning, feeding grain and hay, watering, and regular group pasture turnout. All fees are subject to change by Stable upon thirty (30) days written notice to Owner.

A. OTHER SERVICES – specify additional service to be provided and initial:

\_\_\_\_\_  
\_\_\_\_\_  
Owner Initials \_\_\_\_\_

Fees are due and payable to Stable on the first day of each month that horses are at Stable. Payments made more than five (5) after this date must include a late payment fee of Twenty (\$25.00) Dollars per week per horse. No refund will be permitted by Stable. A return check fee of Thirty Five (\$35.00) will also apply. Owner understands and agrees that horse(s) boarded under this Agreement will not be released from Stable until all fees and charges are fully paid. **NOTE: The above board fee does not include veterinary, farrier, or any other services beyond those identified in this Agreement. The costs and charges for these services must be paid exclusively by Owner, and Owner agrees to pay for them.**

2. FIRST PAYMENT. Stable acknowledges the receipt of a \_\_\_\_\_ deposit which has been paid by Owner to Stable upon the signing of this Agreement. This payment will be applied toward the first month's fees and expenses due to Stable under this Agreement. If this Agreement does not start on the first of the month, Stable will prorate for the first month.

3. BOARDER INFORMATION.

A. Owner. Owner is the owner, part owner, or lessee of the horse(s) listed in Section B, Below, and wants to have same boarded at Stable.

Owner's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: (H) \_\_\_\_\_

(C) \_\_\_\_\_

(O) \_\_\_\_\_

Person(s) to contact in case of emergency:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**NOTE: Owner agrees to notify Stable immediately of any changes to the information provided in this Agreement.**

B. Horse(s): Please provide complete information below and notify Stable immediately of any changes or updates to the information provided.

Name of Horse(s): (1) \_\_\_\_\_

(2) \_\_\_\_\_

Age/Breed/Color: (1) \_\_\_\_\_

(2) \_\_\_\_\_

Vices/Habits: (1) \_\_\_\_\_

(2) \_\_\_\_\_

Other Information: (1) \_\_\_\_\_

(2) \_\_\_\_\_

Preferred Veterinarian and  
Phone Number

\_\_\_\_\_

\_\_\_\_\_

Equine Insurer:

Policy Number:

\_\_\_\_\_

\_\_\_\_\_

Equine Insurer

Emergency Contact

Phone Number(s):

\_\_\_\_\_

\_\_\_\_\_

Owner represents that the horse(s) described in Section B is/are, to the best of Owner's knowledge, free from transmittable illnesses and diseases and is/are dewormed and current on routine equine immunizations. Upon Stable's request, Owner must provide Stable with proof of dewormings and inoculations and a negative Coggins Test taken and issued by a licensed veterinarian within the past year.

C. Receipt of Horse(s): Stable acknowledges receipt of the horse(s) from Owner on (date) \_\_\_\_\_ for boarding under this Agreement. Owner has inspected the Stable's premises and is satisfied with its condition.

**4. WAIVER AND RELEASE OF LIABILITY. In consideration of the Stable undertaking the boarding and keeping of the Owner's horse(s) now and in the future under the terms of this Agreement, and in consideration of Stable allowing Owner to enter the Stable for this or any other purpose, Owner agrees to hold harmless and release Willow Pond Stables, LLC, its employees, managers, agents, representatives, and all others acting on its behalf, Karen Boettcher, Raymond Boettcher, and their respective family members, heirs, assigns, and all others acting on their behalf ("Stable") from liability for any and all bodily injuries or damages that Owner may sustain that is caused in whole or in part by the ordinary negligence or legal liability of Stable (except if the injury or damage is directly caused by gross negligence or wanton and willful misconduct). This waiver and release of liability shall apply at all times, now and in the future, when Owner is on, near, or off the Stable's premises, regardless of whether or not Owner is riding on or is near horses. The term "damages" means medical expenses, expenses or losses incurred because of bodily injury or property damages, and/or personal property damages.**

Owner further agrees to hold harmless and release Stable from liability for any and all injuries, damages, or losses that Owner's horse(s) may sustain at any time arising out of the boarding at Stable that may accrue from any cause whatsoever, including, but not limited to, fire, theft, running away, accidents, illness, or injuries during the term of this Agreement and while the horse(s) is/are in the Stable's care, custody, or control (except if directly caused by Stable's gross negligence or wanton and willful misconduct).

It is also mutually understood and agreed that Stable will not be liable for any loss of, or damage to, or theft of Owner's tack, equipment, or any other personal belongings that may be kept on the premises of Stable.

**IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER AND LIABILITY RELEASE CONTAINED IN THIS PORTION OF THE AGREEMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT (1994 P.A. 351).**

\_\_\_\_\_  
Owner's Signature

**WARNING**

Under the Michigan Equine Activity Liability Act (1994 P.A.351), an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

5. INDEMNIFICATION. Owner shall be solely responsible for all acts and behavior of Owner's horse(s) at all times during the term of this Agreement. In no case shall the Stable be liable for the acts and behavior of the horses (other than the exercise of gross negligence or wanton and willful misconduct on Stable's part in the boarding or keeping of Owner's horse(s)). Owner also agrees to indemnify and hold harmless the Stable against all damages that Owner or Owner's guests or representatives may cause that are sustained or suffered by any third person(s) ["third person(s) are persons who are not parties to this Agreement including, but not limited to, Owner's relatives, guests, etc.] by reason of the stabling or keeping of the Owner's horse(s) at Stable, including any and all claims, damages, or injuries whatsoever. The indemnification shall also include reimbursement of Stable's reasonable attorney's fees.

6. RULES, EMERGENCIES, HEALTH SCHEDULE, AND OTHER PROVISIONS.

A. STABLE'S RULES. Owner has received and reviewed a copy of the Stable's current Rules before signing this Agreement. Owner understands that Stable reserves the right to amend its rules with thirty (30) days' notice. Owner agrees to strictly abide by Stable's rules. Also, if Owner discovers any defects in or around Stable, Owner agrees to notify Stable immediately.

B. EMERGENCIES. Should Stable determine that Owner's horse(s) have become injured or are ill, Stable will notify Owner as soon as possible. However, if Owner is unable to be reached, or does not immediately inform Stable regarding measures to be taken, or if the horse(s)'s health requires emergency action, the right to contact a veterinarian or to furnish other advisable attention is within Stable's discretion, and Stable will, under these circumstances, act as Owner's agent to procure veterinary or other attention, but not for payment of fees. **Owner will be solely responsible for all payment of fees.**

Owner Initials \_\_\_\_\_

C. DEWORMING BY STABLE/INOCULATION SCHEDULE/FARRIER. Owner agrees to keep horse(s) dewormed and vaccinated on a regular basis. For the general well-being of horses at Stable, Owner agrees to make his/her own arrangements to have horse(s) regularly vaccinated and dewormed. Owner will be solely responsible for paying for all veterinary and farrier fees and services that apply to Owner's horse(s).

D. STABLE'S RELEASE OF LIABILITY. Owner, as well as all persons entering the Stable's premises, are required to sign the Stable's Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. With respect to all minors under the age of 18, the minor's parents or legal guardians are required to sign the Stable's Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement on behalf of the minor.

E. INDEPENDENT TRAINERS, CLINICIANS, and INSTRUCTORS. Owner is aware that independent trainers, clinicians, and instructors may occasionally do business on Stable's property (with Stable's advanced approval only), but Owner understands that these trainers, clinicians, and/or instructors operate wholly independent businesses and they do not have an employment, partnership, joint venture, principal-agent or similar arrangement with Stable.

F. EXCESSIVE DAMAGE. Owner agrees to reimburse Stable for excessive damage to Stable's barns, facilities, and/or equipment caused by Owner or his/her horse.

7. TERMINATION OF AGREEMENT.

A. BY STABLE. Stable reserves the right to refuse to continue boarding Owner's horse(s) for any reason. Stable will give Owner at least 30 days' notice to remove horse(s) from the Stable. In extreme situations (as determined by Stable at its sole discretion that includes, but is not limited to, the horse(s) health, dangerous or destructive propensities of horse(s) or Owner, or others), Stable reserves the right to give Owner three (3) days notice. After Owner has paid Stable in full for all fees and expenses, and has removed horse(s) from Stable, Owner's obligations to Stable under this Agreement will be concluded.

B. BY OWNER. Upon at least thirty (30) days' notice to Stable, Owner may terminate this Agreement for any reason. Owner agrees to pay Stable all fees and expenses incurred up to the termination date and until the horse(s) are removed from the Stable's custody and control.

C. SURVIVAL OF RELEASE, WAIVER, and INDEMNIFICATION. It is mutually understood and agreed that the other provisions of this Agreement, including, but not limited to, the waiver and release of liability and indemnifications provisions in paragraphs 4 and 5, above, will survive the termination of this Agreement, regardless of who terminates, and will remain in full force and effect at all times, now and in the future, regardless of termination.

8. LIEN FOR FEES AND CHARGES. Owner grants Stable a possessory lien against Owner's horse(s) for the value of any unpaid boarding fees or other charges due to Stable under this Agreement. Owner agrees that in the event that the boarding fees and other expenses are not fully paid within sixty (60) days after the same have become due and payable, then Stable will have the right to exercise its lien rights, and in connection with these rights, to sell Owner's horse(s) at private or public sale. Owner agrees to waive any protections or contrary provisions afforded by Michigan's agister's lien statute (MCL § 570.185 et seq.). Owner will reimburse Stable for the costs of any such sale, including reimbursement of consignment fees, listing fees, hauling, stabling, attorney's fees, and other charges. Stable will give Owner at least fourteen (14) days prior notice of its intention to sell the horse(s) by: (1) mailing a letter to Owner's last known address, via regular first-class mail, indicating Stable's intention to sell the horse(s); and (2) making reasonable efforts to contact Owner by telephone. If the sale of the horse(s) does not secure a sufficient price to pay the costs of board and other expenses due to Stable, plus other reasonable expenses and costs associated with the sale, Owner will pay Stable the difference.

9. MISCELLANEOUS PROVISIONS.

- A. Owner represents that all information provided in this Agreement is true and accurate.
- B. This Agreement shall be binding on, and inure to the benefit of, the Stable and its respective employees, agents, representatives, heirs, affiliated persons, or other representatives.
- C. Modifications to this Agreement are only binding if in writing and signed by an authorized agent of the Stable.
- D. Owner is not permitted to assign this Agreement to anyone without Stable's written permission.
- E. Michigan law governs this Agreement. If any provision in this Agreement is found to be invalid, unenforceable, or illegal, then that provision will be stricken from the Agreement and all remaining provisions will remain valid and fully enforceable.
- F. This Agreement contains the entire agreement between Owner and Stable with respect to its subject matter and incorporates and integrates all previous promises or understandings, oral and/or written, between Owner and Stable with respect to the subject matter.
- G. If Owner should breach this Agreement, Owner agrees to pay Stable's reasonable attorney's fees and court/arbitration costs related to such breach, regardless of whether or not the dispute results in a concluded trial or arbitration proceeding. Owner agrees that Stable shall have the exclusive right, in Stable's sole discretion, to submit any dispute arising under this Agreement to binding arbitration pursuant to the rules of the American Arbitration Association. Owner consents to such forum if selected by Stable, and Owner agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties that are handled through the court system shall be brought and litigated in a court or proper jurisdiction located in Saginaw, Saginaw County, Michigan, or in the United States District Court for the Eastern District of Michigan.

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS  
BOARDING CONTRACT AND LIABILITY RELEASE (ALL SEVEN (7) PAGES)  
AND AGREE TO BE FULLY BOUND BY ITS TERMS**

**WARNING**

Under the Michigan Equine Activity Liability Act (1994 P.A.351), an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

Date: \_\_\_\_\_

Minor's Name: \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Willow Pond Stables, LLC

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_