

LAKE KOOCANUSA ARENA, LLC

6170 Highway 93 N., Eureka, MT 59917 406-889-5188

HORSE BOARDING AGREEMENT

This agreement is entered into this ___ day of _____, 20__ by and between Lake Kooconusa Arena, LLC ("Stable") and (name) _____ of (address) _____ ("boarder").

Boarder's phone number: _____ (daytime) _____ (nighttime).
Horse's Veterinarian: _____ (phone#) _____

Boarder owns the following horse:

Name: _____
Age: _____ Sex: _____ Color: _____
Breed: _____ Brand: _____

Whereas, Boarder desires to lease space from Stable in order to board the horse described above; Whereas, Stable desire to lease space to Boarder to board their horse: Now, therefore, in consideration of the mutual agreements, provisions, and covenants contained herein, the parties agree as follows:

Term

The term of this lease shall be month to month, unless otherwise specified herein. The lease term shall continue on a month to month basis unless notice of Termination of lease has been provided by either Boarder or Stable as discussed in Notices below.

Payment

The monthly rate for boarding a horse shall be as follows with payment due the first of each month:

Horse name	Rate
_____	\$ _____ per month

ALL BOARD FEES ARE DUE ON THE 1ST OF EACH MONTH, LATE AFTER 5:00 P.M. ON THE 5TH.

The total amount due per month shall be payable in advance on the first of each month, If the first day Boarder boards his/her horse(s) falls on a day other than the first of the month, the rate for the first month shall be prorated based upon the number of days in that month the horse(s) are boarded.

Payment of the rent shall be deemed timely if received by Stable prior to the 5th of the month in which it is due. At Stable's sole discretion, it may assess Boarder a late fee of \$25.00 per day for each day after the 5th the payment is overdue.

Boarder agrees to be responsible for any and all veterinarian expenses and hereby assigns Stable the power to contact vet due to medical emergencies. In the event Stable must contact a horse's vet in order to keep the horse current with vaccinations.

Trailering of boarded horses \$100.00/round trip; an additional \$10.00/day will be charged for any special care; injured horses requiring stalling will be charged the regular barn rate for the duration.

Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Horse trailers stored upon the premises will be subject to a \$1/lineal foot/month storage cost measured from hitch to rear of trailer.

Accommodations for Horse

In exchange for the covenants and payments discussed herein, Stable shall provide for each of the Boarder's horses depending upon the rate schedule selection.

If Boarder desires to feed his/her horse(s) something different from the hay provided by the Stable, the Boarder shall notify the Stable and provide the Stable with alternative feed. There will, however, be no reduction in the total amount due if alternative feed is used.

Boarder's Representation and Warranties

Boarder represents and warrants the following:

- a.) He/she is the owner of the horse described in this agreement.
- b.) All horses described in this agreement are free of any liens or encumbrances of any kind (expressed or implied) and that Boarder will keep the horse free of any liens or encumbrances of any kind while the horse is boarded at the Stable.
- c.) All horses described in this agreement have received current vaccinations for:

Disease	Date Vaccinated	By Whom
Sleeping Sickness	_____	_____
Tetanus and West Nile	_____	_____
Virus Flu – Rhino	_____	_____
Strep – Strangles (pinnacle)	_____	_____

Proof of the vaccinations shall be provided to the Stable either through the applicable veterinarian or by some documentation.

- d.) Boarder shall keep current all vaccinations for the horse(s) as well as be responsible for worming and shoeing the horse(s) on a regular basis.
- e.) Boarder recognizes that the Stable engages in "equine activity" and that Boarder will be engaged in "equine activity" and is an equine participant and also recognizes the "risks inherent in equine activities as set forth is Assumption of Risk below.

Indemnity and Hold Harmless

Boarder agrees to indemnify and hold harmless from any and all causes of action, judgments, claims, damages, losses, or injuries caused to the Stable, the Boarder's horse(s) and or any person, including the Boarder, arising out of or in any way related to the actions or inactions of the Boarder and/or any one the Boarder's horses identified in this agreement, or other Boarders or their horses.

Assumption of Risk

Boarder understands and assumes the risks inherent in equine activity which are dangerous or conditions that are an integral part of equine activities including but not limited to:

- a.) The propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine;
- b.) The unpredictability of an equine reaction to such things as medication; sounds; sudden movement; unfamiliar objects, persons, or other animals;
- c.) Hazards, such as surface and subsurface ground conditions;
- d.) Collisions with other equines or objects; or
- e.) The potential of another participant to not maintain control over the equine or to not act within the person's ability.

Boarder hereby releases the Stable from any claims or causes of action he/she may have for any damages or injuries caused to him/herself or horse(s) arising out of or related to Boarder boarding his/her horses(s) at the Stable, Boarder's participation in or ability to participate in equine activity, unless such injury or damage is caused by the intentional act of the Stable or the willful or wanton disregard for the safety of the Boarder by the Stable and such disregard caused the injury.

Remedies Upon Default

If Boarder fails to timely pay Stable the amount owed, as set forth in The Payment section above, or refuses to comply with the representations and warranties set forth in the Representations and Warranties above, the Stable shall have the right to:

- a.) Terminate this lease upon three days written notice;
- b.) Obtain lien upon the Boarder's horse(s) and tack for any unpaid amounts;
- c.) Without process of law, retain the boarder's horse(s) and tack described herein until the amount of indebtedness is discharged and/or
- d.) Seek any other remedies provided in law or equity.

Notices

Unless terminated by a breach, either party may terminate this agreement by providing the other party 30 days advance notice.

Notices must be in writing.

All other notices discussed in this agreement may be in writing or oral.

Miscellaneous

Governing Law: This agreement shall be governed by, and construed in accordance with, the law of the State of Montana.

Voluntariness: Each of the parties hereto fully understands the terms, conditions, and provisions of this agreement, voluntarily enter into the same and believe its terms to be fair, just, adequate and reasonable.

Entire Agreement: This Agreement represents the entire agreement among the parties, unless exhibits have been attached hereto. The terms are contractual in nature and are not mere recitals, and shall be binding upon the respective heirs, executors, administrators, successors, representatives and assigns of the parties hereto.

Severability: The illegality or unenforceability of any provision of the Agreement of any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

Attorneys Fees: If any party materially defaults in performing any of his or her obligations under this Agreement, the other party shall be entitled to recover from the defaulting party reasonable attorney's fees, court costs, and other expenses the non-defaulting party may have incurred in connection with enforcing the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the first date above written.

Stable

Boarder

Manager

Date

Date

Effective October 15, 2002