**Boarding Agreement**

**Osage Oaks Arena & Stables**

**Kirkland Performance Horses**

**27101 E US 24 Hwy**

**Buckner, MO 64016**

[**www.osageoaks.com**](http://www.osageoaks.com) **or www.kirklandperformancehorses.com**

**816-529-3543 816-277-9548**

**Boarding Agreement**

**This agreement dated this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is made between Osage Oaks Arena & Stables (Amy Kirkland, Kirkland Performance Horses), hereinafter referred to as the “owner” at 27101 E Us 24 Hwy Buckner, MO 64016**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Hereinafter Known as the “Boarder”**

1. **Fees and Terms:**

**Each Horse will be charged at a rate of \_\_\_\_\_\_\_\_\_ for full Care board and \_\_\_\_\_\_\_\_\_ for self care board per month, paid in advance by the Boarder on the first (1st) day of the month. This will commence on a month to month basis with a thiry day notice required by boarder before terminating contract. If board commences mid-month Boarder will pay a pro-rated amount according to days left in a month.**

**Total Monthly rate \_\_\_\_\_\_\_\_\_**

1. **Description of the Horse(s):**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Age:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Special Needs:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Full Care Stall Board Self Care Stall Board Pasture**

1. **Services to Be Rendered:**

**By owner:**

 **Full Care: Feed 2x daily including hay, stall cleaning 1x daily, turnout if weather permits, use of facility, worming if coordinated at time of board.**

 **Self Care: Stall space, water, Use of facility, and electricity.**

**By Boarder:**

 **Full Care: Applicable halter and lead rope, blanket if desired, worming, medication, any equipment to be used for grooming or riding. If horse requires special feed other than what is provided Boarder must provide.**

 **Self Care: Feeding 2xs daily, watering, stall cleaning, bedding, hay, Manure fork, halter and lead ropes, any other applicable equipment.**

1. **Right of Lien**

**Boarder is put on notice that owners have the right of lien, as set forth by the State of Missouri for the amount due for the board and keep of the aforementioned horse(s). Owners have the right without process of law to retain said horse(s) until the amount of indebtedness in dischared. Board is due on the first day of the month. The horse shall be sent to the local auction or sold private party on the Tenth day of the month should board not be paid. The owners will keep the monies owed on board and the difference shall then be dispersed to the boarder.**

1. **Risk of Loss:**

**It is aggteed that during the term of agreement that the risk of said horse shall be assumed by the boarder in the event of loss or injury of the horse(s). The boarder agrees to hold the owners harmless from any loss or injury of said horse.**

1. **Emergancy Care:**

**Owner agree to attempt to contact the boarder if emergency care is needed for said horse(S). Should the owners feel medical treatment is needed for said horse(s) but the owners are unable to contact the boarder within a reasonable timeframe, the owners are then authorized to secure emergency veterinary care and or farrier care required for the health and well-being of said horse(s). The cost of such care secured shall be paid by the boarder within timeframe specified by veterinarian.**

1. **Default**

**Owners may terminate this agreement for the failure of the boarders to meet any material terms of the agreement. In the case of default by the boarders, the owners shall have the right to recover attorney’s fees and court costs as a result of said default. Boarders may terminate this agreement without penalty with a thirty (30) day notice. If a thirty (30) day notice is not made by boarders a prorated amount of Board will be determined and due to the owners before horse(s) removed from premises.**

1. **Damage to Facilities**

**Boarders agree to pay for/and or fixfor all damages caused by self or said horses(s) to Osage Oaks Arena & Stables and equipment used there.**

1. **Release of Liability**

**Warning. Under Missouri Law, an Equine Professional is not liable for an injury to or death of a participant in Equine activities resulting from the inherent risk of Equine activities pursuant to the revised statutes of Missouri**

**I hereby enter Osage Oaks Arena and Stables accepting full responsibility for any and all injuries that may result from my participation in equine activities. I recognize that horse sports in involve inherent dangerous risk of serious injury and or death by participation. I expressly assume any and all in injury or loss. I agree not to hold Osage Oaks Arena and Stables, Amy Kirkland, or any or their employees or agents responsible for any injury or loss suffered during or in connection with equine activities on the premises or at an off property equine related event such as horse shows, clinics, and traveling to events.**

**By Sigining this agreement both parties agree to all terms and conditions of the above contract.**

**Boarders printed name**

**Boarders Signature**

**Date**

**Owners printed name**

**Owners signature**

**Date**