

Hilltop Riding Stables Boarding Agreement

(Proponent: Recreation Division)

Date: _____

Warning

Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to chapter 12 of title 4 of the official code of Georgia.

Annotated

Data Required by the privacy act of 1974: 10 uses of 3012. Principal purpose: to ensure personnel using facility are authorized. Routine use: verify eligibility and enforce accountability. Effect of non-disclosure is voluntary; however, if not provided, use of the facility may be denied.

Name of Owner: _____ SSN: _____

Name of Owner: _____ SSN: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

Unit Assignment/Business: _____ Duty Phone: _____

Check One: Active Duty _____ Retired _____ CIV _____ Grade _____

Email Address: _____

Emergency Contact: _____ Phone: _____

Name of Horse: _____ Breed: _____

Sex: _____ Age: _____ Color: _____ Weight: _____

Distinctive markings: _____

Horse Trailer Color: _____ Tag Number: _____

Emergency Vet Care Threshold: \$ _____ Microchip # _____

Select one of the following Boarding Plans:

1A. This agreement is for **Full Board**, which includes use of lighted stall with automatic waterer and hay rack in main barn, quick pick of stall, designated pasture area, round bales and salt/fly blocks in the pastures, weather turnout sheds in pastures, water trough in pastures, storage locker, trailer parking, use of riding arena, round pens, trail use, wash racks, water, dirt for stall maintenance. Turn-in for morning feeding, turn out after evening feeding (weather permitting). Owners must provide all supplements measured out in air-tight bags to be provided at feedings. Owners can choose to use HTRS barn feed or their own personal feed. If owners choose to use HTRS barn feed, they will be limited to a maximum of **FOUR** (3qrt) scoops of feed per day. Hay will be added to the stall only when horses will be in the stall overnight.

(1A) I hereby agree to board the above-described animal at Hilltop Riding Stables, Fort Eisenhower, Georgia, for the period of month by month at **\$450.00 per month**.

_____ **Initial Here**

1B. This agreement is for **Pasture Board** which includes use of designated mixed gender pasture areas, water, five (5) round bales (in pasture) per month, one (1) fly block per week (as needed), and one hour of labor per day. It is understood that HTRS and its employees are not responsible for caring, feeding, mandatory quarterly de-worming and/or any other liability of the above animal. You may rent a tack locker & trailer parking for an additional \$15.00 per month (availability permitted).

(1B) I hereby agree to board the above-described animal at Hilltop Riding Stables, Fort Eisenhower, Georgia, for the period of month by month at **\$300.00 per month**.

_____ **Initial Here**

1C. This agreement is for **Training Board**, which includes use of lighted stall with automatic waterer and hay rack in main barn, quick pick of stall, designated pasture area, round bales and salt/fly blocks in the pastures, weather turnout sheds in pastures, water trough in pastures, storage locker, trailer parking. Turn-in for morning feeding, turn out after evening feeding (weather permitting) owners must provide all supplements. Grooming, hoof picking, quarterly de-worming and monthly Sandblast, weekly baths (weather permitting), weekly exercise. Owners can choose to use HTRS barn feed or their own personal feed. Hay will be added to the stall only when horses will be in the stall overnight.

(1C) I hereby agree to board the above-described animal at Hilltop Riding Stables, Fort Eisenhower, Georgia, for the period of month by month at **\$550.00 per month**.

_____ **Initial Here**

1D. This agreement is for **Overnight Board**, which includes use of lighted stall with automatic waterer, hay rack and designated pasture area, hay in the paddock, quick pick of the stall and turn out. Morning and evening feeding, owners must provide all supplements and feed. Hay will be added to the stall only when horses will be in the stall overnight. Use of the facility grounds and trails are included in this package. All horses will be de-wormed as they come on this facility, provided by the owner, bring empty package of de-wormer to the front office for documentation. All documents need to be submitted five (5) working days before the scheduled arrival time. Horses may arrive between the hours of 0900-1600.

(1D) I hereby agree to board the above-described animal at Hilltop Riding Stables, Fort Eisenhower, Georgia, for a period of _____ days at **\$55.00 per day**.

_____ ***Initial Here***

2. I agree to relieve Hilltop Riding Stables, its employees, the Installation Morale Welfare and Recreation Fund (IMWRF) Recreation Division and the United States government of any responsibility in case of death, injury, or disappearance of the animal for any reason while boarding at Hilltop Riding Stables.

3. I agree to allow a health examination of my horse upon its arrival at Hilltop Riding Stables and to pay the fee, if any, set by the veterinarian at the time of service.

4. I authorize the facility manager or their representative to call a veterinarian in case of emergency or illness to protect the health of the horse and furthermore agree to pay all veterinarian charges or medical supplies used. If I cannot be reached, I authorize \$_____ **LIMIT FOR EMERGENCY VET CARE.** A \$40 per hour handling fee will be added to my monthly board for staff labor.

5. I agree to pay my board bill no later than the last day of each month, payable to IMWRF. I, the undersigned, voluntarily agree and understand that any fees not paid in accordance with this agreement will result in a \$15.00 per day late fee will be added for each day payments are late, no longer than seven (7) days. I subsequently involuntarily deduction from any available pay, to include active-duty military pay, retired military pay, VA compensation, or civilian pay. My signature below will serve as authorization for such involuntary payroll deductions from military pay of branch (Army, Navy, USAF, USMC), VA compensation or civilian pay and will cover collections on dishonored checks issued to Hilltop Riding Stables if collection efforts are ignored.

6. I agree to release and forever discharge the government of the United States of America and all its officers, employees, servants, and agents acting officially or otherwise for any and all liability, claims, demands, action, or causes of action, including those for negligence arising out of or related to any loss, damage or injury, including death, that may be sustained as a result of my providing hay for my horse and all the chores of watering, feeding, grooming and handling of my horse and all incidents related thereto.

7. I agree to abide by the rules and regulation concerning the boarding of horses and standards set forth by IMWRF and Hilltop Riding Stables and acknowledge that I have received a copy of the (SOPs) read and understand said rules. Copies of the rules and regulations (SOPs) are available at the stable facility at any time.

8A. I understand that this agreement can be terminated with a written seven (7) day notice by the IMWRF custodian or their designee if deemed to be in the best interest of the fund or the government or if the patron violates this agreement in any way.

8B. The fund reserves the right to increase the basic monthly boarding fee(s). The fund will provide thirty (30) day written notice prior to the effective date of the increase. If the owner does not wish to pay the increased rate, the owner may so notify the fund and the owner will be released from their obligation to board their horse for the full term of this agreement, subject to the collection and lien provisions of paragraphs 5, 10, 11, 12 and 13.

9. I understand that exercise of the horse(s) is primarily my responsibility; however, in cases determined by the stable manager to be emergencies, stable personnel will exercise the horse for a period not more than one week at no charge. For periods longer than one week, and/or in cases where the horse is determined by the stable manager to be neglected or abandoned, a fee of \$40.00 per day will immediately be assessed by the stable manager for necessary exercising and will be billed to the patron.

10. I agree that in consideration of the pasture/stall being available to the owner's horse, the owner specifically grants to Hilltop Riding Stables and IMWRF a lien on each animal boarded equal to the cost of feeding and caring for the horse. The cost calculated based on the boarding fee specified in paragraph 1 above. If necessary, to recoup any fees, charges and/or expenses not paid in accordance with this contract, the fund may exercise either or both collection options specified in paragraph 5, above or paragraphs 11-13 below need to recover all payments due.

11. I agree that said lien specified in paragraph 10 above shall be created immediately upon transfer of the horse by the owner to the Hilltop Riding Stables or their representative. Said lien being executed and enforced in accordance with Georgia code section 44-14-490 through 44-14-493 inclusive, with the said horse being subject to public or private sale or other disposition in any manner deemed proper if the monthly boarding fees are not paid by the last day of each month or if the horse is not removed within ten (10) days after the through date in paragraph 1 above. It is further provided, however, that the Hilltop Riding Stables' manager or their representative or the IMWRF custodian will not proceed to enforce the above mentioned lien until ten (10) days after demand for the charges or notices has been made to the owner of the horse in person or certified mail with return receipt requested, addressed to the owner at the address given when the horse is delivered for boarding and the receipt has been returned by the United States Postal authorities.

12. It is further provided that the giving of notice to the owner, as provided herein, shall relieve Hilltop Riding Stables, its employees, IMWRF, and the United States government of any liability for disposal, including any legal defect at a lien. Registered or certified mail shall not render Hilltop Riding Stables, its employees, IMWRF, or the United States government liable to the owner or the horse for disposal thereof in any manner provided above.

13. If the horse is sold to satisfy a lien for any of the costs arising out of its boarding to include costs of medical care, it is agreed that any surplus realized from the sale, less said charges and expenses incurred in making the demand for payment thereof in connection with the sale, shall be paid to the owner if they can be located. If the owner cannot be located after reasonable efforts have been made to determine their whereabouts, including registered letter and publication in the weekly bulletin, then it is agreed that the surplus will automatically become property of the Fort Eisenhower, GA IMWRF.

Owners Signature Date

Facility Manager Signature Date

Owners Signature Date