

INFORMATION FORM

Owner's Name:

Driver's License Number:

Address:

City, State, Zip:

Email:

Phone Number(s):

Horse's Registered Name:

Registration and Reg. Number:

Barn Name:

Color/Markings:

Tattoo:

Position of Tattoo:

Age:

Height:

Sex:

M | G

Microchip #:

Insurance: YES | NO

Policy #:

Horse's Registered Name:

Registration and Reg. Number:

Barn Name:

Color/Markings:

Tattoo:

Position of Tattoo:

Age:

Height:

Sex:

M | G

Microchip #:

Insurance: YES | NO

Policy #:

HAWK STABLES

BOARDING AGREEMENT

This Boarding agreement is being entered into on this ____ day of _____, 20____, by and between Hawk Stables, Misty Jurrens, as acting agent, hereinafter referred to as 'Hawk Stables', providing services as described herein this boarding agreement, to the 'Owner', as described on the information form preceding this agreement.

Terminology, Owner and Horse(s) Description

- 1) 'Owner' - The person(s) who is the sole owner of Horse(s), as described on the information form preceding this agreement, to be boarded at Hawk Stables, provided they are 18 years of age or older. If younger than 18 years of age, this agreement is to be filled out and signed by a parent or legal guardian. For the purpose of this agreement the parent or legal guardian will be considered the Owner of the Horse(s).
- 2) 'Horse(s)' - The equine(s) to be boarded at Hawk Stables by Owner as described on the Information Form.
- 3) 'Hawk Stables' - The property, at which the Horse(s) will be boarded, located at 1913 20th Avenue, Brookings, SD 57006. Misty Jurrens, as owner and acting agent will represent Hawk Stables at all times.

Upon Arrival

- 1) Horse(s) must have a negative Coggins test, dated within one year, presented upon arrival.
- 2) Horse(s) **must** be current on all vaccinations upon arrival for Rabies, VEE EEE WEE Tetanus, West Nile Virus, and Rhino-Flu (all must be done yearly).
- 3) If Horse(s) is/are not current on vaccinations, they should attempt to get the vaccines before move in. If that cannot be done the Owner will allowed 48 to acquire vaccinations.
- 4) Hawk Stables reserves the right to require removal of Horse(s) at any time, upon any horse deemed contagious by a licensed vet, for the safety of all horses on property.
- 5) Owner represents and warrants that they are the sole Owner of Horse(s) to be tied to this agreement, or that they have express authority from the Owner to enter into this agreement, and will be liable for all sums herein.

Initials:



Fees, Terms, Termination, and Eviction

- 1) Consideration of,
 - \$ 150 per horse Deposit
 - \$ 275 per horse per month for Cold Stall
 - \$ 325 per horse per month for Heated Stall
- for Self Care option
- or with added options,
 - \$ 300 per horse per month for Full Care
 - \$ 125 per horse per month for Partial Care
 - \$ 100 per horse per month for Weekend Care

Move-In Total:
\$ _____

Monthly Recurring Total:
\$ _____

is to be paid by Owner on or before the 1st day of each month, Hawk Stables agrees to board the Horse(s) on a month to month basis. Consideration is paid to Hawk Stables.

2) Partial month prior to fist full month shall be paid upon arrival and will be pro-rated based on the number of days boarded in the standard 30-day month. This is calculated by taking the total monthly charge based on choices above dividing it by 30 and then multiplying that number by the days boarded. Calculate the prorated amount using the computation below to be paid on or before move in day with along with the deposit. Monthly Total \$_____ /30-day month= _____ X _____ days boarded = \$_____ Prorated Charge.

3) Boarding fees paid on or after the 5th day of the month are subject to a \$35 late fee per horse boarded.

4) A fee of \$35 will be charged for any check that is returned for any reason.

5) In the event a horse is abandoned, Hawk Stables will become the owner of the Horse(s) by exerting a lien against the Horse(s) for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said Horse(s) for the amount due in accordance with the laws of the State of South Dakota. Hawk Stables reserves the right to sell the Horse(s) to recover past due amounts. Reasonable notice of the intent to sell will be given to Owner, in the event that the Owner can be reached.

6) Additional Expenses: Owner is responsible for all additional expenses; cost of hay, bedding (unless supplied by Hawk Stables in the Full Care board option), grain, supplements, medicines, veterinary care (both emergency and routine), hoof care such as trimming and/or shoeing, teeth floating, worming, any and all other costs that may be part of providing for a Horse(s).

7) Monthly boarding and other fees are subject to change/increase with a 30-day notice. The Owner will be informed in writing.

Initials:

8) Hay and Bedding provided in the Full Care option is only available for the Horse(s) while boarded at Hawk Stables, and only in 'normal' (Hawk Stables' discretion) amounts, it is not available for excessive use, or to be remove from or used off premises. If additional hay or bedding is required, there is usually some available for purchase at Hawk Stables. If the Full Care option is chosen and excess Hay or Bedding is needed to provide satisfying care of Horse(s) there will be an additional charge for this excess.

9) **Failure to pay all fees incurred by the 15th day of the month will result in commencement of eviction process.**

10) Any deviation from, or additions to, the above will be agreed to separately by both parties.

11) In the event that the Horse(s) shows signs of aggression or other dangerous behavior, Hawk Stables can terminate this agreement with 2 weeks written notice.

12) ***Either party may terminate this board agreement with 30 days' written notice*** with the exception above where 2 weeks or 14 days' written notice will suffice, and in the event of eviction where the amount of time to remove self, Horse(s), and property will be at the discretion of Hawk Stables. 30 days' written notice will not be required in extreme circumstances, such as Horse(s) being sold or dying.

13) ***Either party may terminate this board agreement with 30 days' written notice.*** However, in cases where less than 30 days' notice is given, the Owner will be responsible for the entire stall fee for the following month, payable on the day of move out or no later than the 1st of the month following move out. Additionally, forfeiture of the deposit will occur if less than 30 days' notice is provided.

14) Upon termination of the agreement, the deposit will be returned to the Owner providing 30 days' written notice was given, all required repairs are completed, and all charges are paid. Hawk Stables require stalls to be cleaned and repaired prior to move out, ***failure to clean stall will have a \$25 deduction from the deposit returned.*** *The Owner agrees to forfeit deposits not claimed within 30 days' of termination.*

15) In the event a paid for stall will be vacant for 31+ days there will be a half rate stall fee to hold the stall, provided there is not a waiting list. This is at Hawk Stables Discretion.

16) **No refunds will be possible for any reason, at any time.**

Self Care Information (Cost of Stall Choice)

- Owner is responsible for providing feed, water, and stall maintenance (including shavings, broken board repairs, and additional sand if required). Turnout and in, and stall care every day fall under the Owner's responsibility. The owner must also sweep areas surrounding the stall. All aspects of horse care are the owner's responsibility.

Initials:



Weekend Care Information (\$100)

- Owner is responsible for providing feed, water, and stall maintenance (including shavings, broken board repairs, and additional sand if required). Turnout and in, and stall care during the week and Friday mornings fall under the Owner's responsibility. Feeding (with feed provided by the owner), watering, and stall cleaning (with bedding provided by the owner) will be managed by Hawk Stables on Saturdays and Sundays, with Friday evening including only feed and turn in. The owner must also sweep areas surrounding the stall. All other aspects of horse care are the owner's responsibility. Weekend care under this arrangement is billed monthly and encompasses all weekends within the month.

Partial Care Information (\$125)

- Owner is responsible for providing feed, water and stall care (including shavings, broken board repair, and additional sand if needed). Feeding, watering, stall cleaning once a day is the responsibility of Owner. Turnout and in, feeding (feed provided by Owner), will be handled by Hawk Stables once a day, as arranged with the Owner. Owner is responsible for sweeping areas in front of, and around, the stall. Owner is responsible for everything else concerning their Horses(s).

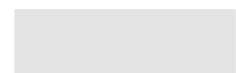
Full Care Information (\$300)

- Owner is responsible for providing grain, broken board repair, and additional hay and shavings if needed in excess of normal, as determined by Hawk Stables. Turnout and in, feeding (grain as provided by Owner, and normal amount of hay provided by Hawk Stables), watering, and stall cleaning (normal amount of bedding provided by Hawk Stables) will be handled by Hawk Stables. Owner is responsible for everything else concerning their Horses(s).

General Rules

- 1) All barn rules and guidelines must be followed at all times. (copy attached)
- 2) Any Owner not demonstrating personal care and attention to safety will be asked to leave at the discretion of Hawk Stables.
- 3) Only the Horse(s) boarded by the Owner, herein, may be ridden or handled by Owner or those that have Owner's permission and have signed a release form that has been submitted to Hawk Stables.
- 4) No other horse is, in any way, to be ridden or handled without the permission from that owner.

Initials:



- 5) All Horse(s) Owners, family members, and visitors must submit a signed release form to Hawk Stables before handling any horse(s) on the property.
- 6) All affiliates of Hawk Stables have full permission to approach strangers or visitors on the property to inquire their reason for being on the property.
- 7) All children under 16 years of age must be accompanied by a parent or responsible adult while at Hawk Stables. NO EXCEPTIONS.
- 8) Security cameras are located throughout the premisses for the safety of all person(s) and horse(s) on the property of Hawk Stables.
- 9) Any permanent or semi-permanent additions or repairs to the stall or facility will become the property of Hawk Stables and will not be removed in the event the Owner leaves Hawk Stables.
- 10) Hawk Stables has a DRY STALL REQUIREMENT. If the stall floor is wet, the Owner will be notified and will be provided 12 hours to dry the stall floor. If there are more than two wet stall violations or if the stall is consistently wet with no effort to maintain a dry stall, this will be considered a contractual violation and will result in commencement of eviction process, and forfeit of the Deposit.

Responsibility and Care (Hawk Stables and Owner)

- 1) Owner will have fair and reasonable access to and use of the facilities, as provided. Any damage or loss thereto, except for normal wear and tear, will be payable by Owner. I.E. Horse(s) kicked and broke board in stall, stall is in need of sand, Horse(s) sat back and broke tie anchor/board/stall front, etc.
- 2) Hawk Stables agrees to provide normal and reasonable care and handling to maintain the health and wellbeing of the Horse(s). Owner acknowledges and has inspected the facilities and finds everything in safe and proper condition.
- 3) If the Horse(s) defecates outside of its stall, the Owner is responsible for cleaning up after the Horse(s), including but not limited to the arena, wash bay, and walkways.
- 4) Horse(s) will be allocated a stall that will be for it's sole use. No other stall may be utilized for that Horse(s) and no other horse(s) shall be put in the allocated stall except under extreme circumstances.
- 5) All boarders have unlimited use of covered arena, out door arena, round pen and barn during Hawk Stables hours of operation. Paid-up boarders may reserve the arena for a special event of a half day or full day. This must be discussed with and pre-approved by Hawk Stables. Price is to be discussed with and approved by Hawk Stables. Hawk Stables may, at its discretion, book out the arena(s) for events, boarders will respect these events as they are made aware of them. Roping is allowed with Hawk Stable approval and at no time my hinder others from using the arena.

Initials:

6) Hawk Stables agrees to attempt to contact the Owner should Hawk Stables feel that medical treatment is needed for the Horse(s). In the event Hawk Stables is unable to contact the Owner within a reasonable time, which time shall be judged and determined solely by Hawk Stables, Hawk Stables is hereby authorized to secure emergency veterinary care as Hawk Stables determines is required for the health and well-being of the Horse(s). The health of the Horse(s) is in its whole the sole responsibility of the Owner. The cost of such care incurred shall be due and payable solely by the Owner.

7) Every horse at Hawk Stables shall have a halter, lead, feeding (grain) and water bucket available to them. This equipment must be provided by the Horse(s) Owner and will be made available to any Hawk Stables agent at all times to ensure that the contractual agreement between Hawk Stables, Horse(s), and the Owner can be met.

8) Every horse at Hawk Stables shall have access to a Heated Water Bucket during winter time, so that every horse may have access to fresh water. The Owner may provide this bucket. However, in the event that the Heated Water Bucket is provided by Hawk Stables, the Owner agrees to reimburse Hawk Stables for replacement of this bucket in the event that the Horse(s) provides more than general wear of use to this bucket.

9) Tack and equipment space shall be provided and assigned by Hawk Stables within reason for each Horse that has been assigned a stall by Hawk Stables. All tack and equipment shall be labeled for Owners benefit. Hawk Stables shall not be responsible for loss, theft, or damages to any such tack and/or equipment. The Owner shall assume the sole responsibility for any losses, damages or theft to their personal tack and equipment. The Owner assumes all risk.

10) Personal Vehicle and Trailer parking or storage space shall be provided and assigned by Hawk Stables, at Hawk Stables discretion. Hawk Stables shall not be responsible for loss, theft, or damages to any such vehicle and/or trailer. The Owner shall assume the sole responsibility for any losses, damages or theft to their personal vehicles and/or trailers. The Owner assumes all risk.

Turnout and Turnout Rules

1) Turnout locations are usually available on the whiteboard in the main walkway located just outside of the office. Standard turnout by Hawk Stables is available for every boarder Monday - Friday, except holidays. Turnouts are available and encouraged daily, 5am through 10pm, 7 days a week. Any Horse(s) left turned out past 10pm on any day will be turned in for a fee at Hawk Stables discretion. No Horse(s) shall be left in turnouts overnight for any reason. Hawk Stables will not be responsible for, nor provide, and medical care or services, including but not limited applications of wraps, sprays, etc.

Initials:



- 2) Horse(s) shall be turned out in various fields and paddocks at the discretion of Hawk Stables. No Owner may reserve any specific field.
- 3) Horse(s) are generally turned out in groups in their respective pastures. The Mare pasture, Gelding pasture, and Open paddock. The Open paddock is utilized for older and lower ranking horse, for their safety. There are also other individual paddocks that are available on a first come, first serve, basis.
- 4) Horse(s) are generally turned out in groups in their respective pastures. The Mare pasture, Gelding pasture, and Open paddock. The Open paddock is utilized for older and lower ranking horse, for their safety. There are also other individual paddocks that are available on a first come, first serve, basis.
- 5) Horse(s) will, when in turnout, have free access to water and grazing as available, however it is at the discretion of Hawk Stables which pastures will be utilized for grazing and turnout at any given time. All person(s), including Owner, will obey all "closed" signs, & agree not to turnout in wet/slippery pastures. Hawk Stables will provide round bales or other hay in pastures at it's discretion. Individual paddocks will not have hay or water buckets provided by Hawk Stables.
- 6) Hawk Stables reserves the right to refuse turnout under unsafe conditions such as, but not limited to, high chance of heavy rain, high heat index (considered 104 and up), high firework nights such as the Fourth of July and New Years, etc., high chance of freezing temps, storm warnings, and other naturally or unnaturally occurring conditions not listed here.
- 7) Hawk Stables will provide blanketing and un-blanketing services to Horse(s) being turned in or out by Hawk Stables. Blankets and Turnout Sheets must be provide, and set out by Owner, at Owners expense. Hawk Stables is not responsible for loss of, or damages to, Blankets or Turnout Sheets used. Hawk Stables is not responsible if blanketing and/or straps are not completed as Owner desires. Hawk Stables is not responsible for any injury to Horse(s) that may be caused during blanketing, or un-blanketing Horse(s). Hawk Stables is not responsible for any rubs or sores the Horse(s) may incur while wearing blanket or sheet. Owner is responsible for blanket or sheet use and assumes all risk.
- 8) Hawk Stables will apply fly spray and sun-screen to Horse(s) being turned in or out by Hawk Stables. Fly spray and sun-screen must be provided by Owner, at Owners expense. Hawk Stables is not responsible for any injury to, or skin reaction of Horse(s) that may be caused during application of fly spray and/or sun-screen as provided by Owner. Owner is responsible for supplying fly spray and/or sun-screen for use and assumes all risk.

Initials:



Prohibited Activities

- 1) Owner, and Owners' guests and agents agree to the following:
 - a) They shall not feed, pet, turnout/in, walk work, ride, saddle, injure, whip, harass, or otherwise interact in any way with any other horse at Hawk Stables without permission of Hawk Stables and/or that Horse(s)'s Owner.
 - b) **Smoking is not allowed on the property at any time by any person(s); neither is the use of any illegal substance while on Hawk Stables property.**
 - c) Any person(s) under 18 will be requested to wear an ADTM/SEI certified helmet at all times while mounted any horse, for the rider's safety.
 - d) Alcohol and drug use on the premises is prohibited. This includes any prescription or non-prescription mind altering medications.

Risk of Loss and Hold Harmless (Indemnity)

- 1) During the time that the Horse(s) is in contract with Hawk Stables, Hawk Stables shall NOT be liable for any sickness, disease, theft, injury or death which may be suffered by the Horse(s). This includes, but is not limited to, any personal injury or disability the Horse(s) may receive while on Hawk Stables premises. Owner fully understands and hereby acknowledges the above and that all risks relating to boarding of Horse(s), or for any other reasons, for which the Horse(s) is in contract with Hawk Stables, are to be borne by Owner.
- 2) The Owner hereby indemnifies Misty Jurrens, Arlo Jurrens, Hawk Stables, it's employees, agents, and anyone who may assist with the care of the Horse(s) and will NOT hold them liable for any accident or injuries to the Horse(s) herein, the Owner, the rider, visitors or spectators at Hawk Stables and surrounding riding areas.
- 3) The Owner hereby indemnifies all other owners of all other horses boarded at Hawk Stables and will not hold them liable for any accident or injuries to the Horse(s) herein, the Owner, the rider, visitors or spectators at Hawk Stables and surround riding areas.
- 4) Any personal item left at Hawk Stables that is broken, stolen, lost etc. is the responsibility of the owner, and Misty Jurrens, Arlo Jurrens, Hawk Stables, it's employees, or agents, take no liability for any loss or damage to personal property.
- 5) Horse(s) being boarded at Hawk Stables are boarded at your own risk, and Misty Jurrens, Arlo Jurrens, Hawk Stables, it's employees, agents, and anyone who may assist with the care of the horse(s) will not be held liable if injured or stolen.
- 6) The Owner is responsible for any damages incurred to the facilities by either, or both, the Owner or Horse(s).

Initials:



WARNING: Under South Dakota Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 42-11-2.

Additional Optional Fees and Services

1) The fees and services listed in this section are subject to change at any time for any reason at the discretion of Hawk Stables. The list below are general options available through Hawk Stables at it's discretion. The total will be included in each months bill as provided by Hawk Stables.

- Single Weekend Care = \$ 30
- Single Day Care = \$20
- Hay Bale = \$2/bag | \$55/month
- Bedding = \$11/bag
- Turn in **or** out = \$5
- Turn in **and** out = \$10
- Single Stall Cleaning = \$10 (Owner provides bedding)
- Stall Holding = Half of stall fee (at Hawk Stables discretion)

Previous Veterinarian:

Phone Number:

Current Veterinarian:

Phone Number:

Current Farrier:

Phone Number:

Emergency Contact:

Phone Number:

Owner's Signature:

Date:

Hawk Stables Agent's Signature:

Date: