



**Sterling Elite Sporthorses**

14800 Fairview Lane  
Byhalia, MS 38611

Hours of Operation: 9:00 AM – 8:00 PM - 7 Days a Week

Farm Trainer/Manager – Staci Gust 715-556-1148

Farm Owner- Mike Raday 727-510-2655

Sintia Raday 813-335-9433

<b>SERVICE OPTIONS</b>			
	<b>SERVICE</b>	<b>FEE</b>	<b>DESCRIPTION OF SERVICES</b>
—	Base Care Stall Boarding - Monthly	\$850.00	Assigned stall, feed, hay, watering, bedding and stall cleaning, dewormer, blanketing, private turn out
—	Base Care Stall Boarding - Daily	\$35.00	Feed, hay, watering, bedding, and stall cleaning
—	Layover Stall Boarding - Daily	\$35.00	watering, bedding, and stall cleaning (horses are not permitted to use turnouts or riding areas)
—	Full Care Stall Boarding	\$1200.00	Base Care Stall Boarding plus Daily Weekday Grooming/bathing, daily laundry, Feet conditioned/thrush treated, daily meds administered, manes/tails pulled/trimmed, legs/faces clipped (full body clip separate)
—	Service Assistance	\$20.00	Assistance for vet, farrier, other service providers when owner is not present.
—	Body Clip	\$175.00	Full body Show Clip
—	Super Magpro Magnesium Supplement	\$21.00	1 oz of daily recommended magnesium supplement
—	Excel EQ Supplement	\$36.00	2 Oz of daily recommended Omega 3/Natural Vitamin E Oil Supplement
—	Nutrena Empower Topline Balance	\$35.00	1 Lb. of Daily recommended concentrated feed for forage balance and enhanced topline condition
—	Beet Pulp	\$10.00	1.5-2lb soaked beet pulp 2x per day. Recommended for horses that need to put on weight.

## HORSE DOCUMENTATION REQUIREMENTS:

proof of 6-way vaccination (no older than 6 months); current coggins; health certificate (if from out of the state of Mississippi); mortality stall insurance card for horses valued over \$50,000

**PAYMENT SHALL BE MAILED TO:**  
**Sterling Elite Sporthorses**  
14800 Fairview Lane Byhalia, MS 38611

*Under Mississippi Law, an equine activity sponsor or professional shall not be liable for any injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Code of Mississippi Act 443*

### CONTRACT and LIABILITY RELEASE (PLEASE PRINT)

#### GENERAL INFORMATION

COMMENCEMENT DATE: \_\_\_\_\_

BOARDER FULL NAME: \_\_\_\_\_

CO-OWNER (IF APPLICABLE): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ ALTERNATE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

HORSE'S BARN NAME: \_\_\_\_\_ HORSE'S NAME: \_\_\_\_\_

AGE: \_\_\_\_\_ COLOR: \_\_\_\_\_ SEX: \_\_\_\_\_ BREED: \_\_\_\_\_

REGISTRATION/TATTOO NUMBER (IF APPLICABLE): \_\_\_\_\_

INSURANCE CARRIER, POLICY AND PHONE NUMBER (IF APPLICABLE):  
\_\_\_\_\_

#### OWNERSHIP OF / AUTHORITY OVER HORSE

a). Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Stable. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

b). Identification of Owner of Record if Different Than Boarder. If Boarder is not the owner of record of Horse, the owner of record is:

OWNER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ ALTERNATE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PLEASE MAKE SURE YOU UNDERSTAND ALL POINTS OF THIS DOCUMENT BEFORE SIGNING.**

- **Under Mississippi Law, an equine activity sponsor or professional shall not be liable for any injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Code of Mississippi Act 443**
- **Boarding Term.** Boarding services shall be provided at Sterling Elite Sporthorses on a month-to-month basis. Services may be terminated by either party with a thirty day (30) notice to the other party. Either party may terminate this agreement. In the event of default, the wronged party has the right to recover attorney's fees and arbitration costs, resulting from this failure of either party to meet a material term of this agreement.
- **Boarding Fee.** Board is due in advance on the 1st day of each month. Partial month boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard month. **\$50 Late Fee per horse** shall be due if payment is made on or postmarked after the 8<sup>th</sup> day of the month. There will be a \$50.00 charge for returned checks.
- **Risk of Loss.** While this/these horse(s) is/are boarded at Stable, Stable shall not be liable for any sickness, disease, theft, death, or injury suffered by the horse(s) or any other cause of action arising from or connecting to the boarding of this/these horse(s). All risks are assumed by Owner. The Owner agrees to hold the Stable harmless from any loss or injury to said horse(s). All costs, no matter how catastrophic, connected with boarding are borne by Owner.
- **Indemnity.** Owner agrees to hold Stable harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse(s).
- **Stable's Services.**
  - a. Stable agrees to provide a covered stall for Horse which will be cleaned 6 times a week.
  - b. Horse will be provided with private turn-out time, weather and footing permitting. However, Stable cannot guarantee a given schedule for turn-out.
  - c. Horse will be fed appropriate pellets and/or grain and/or hay. Any and all other supplements are to be provided to the staff and are the responsibility of Boarder.
  - d. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable need not muck horse's stall or provide turn-out time.
  - e. Layover stalls – rented on a daily basis. Basic water, stall bedding, and cleaning is provided. No use of turnouts or riding areas is permitted.
- **Horse's Physical Condition/Special Care.** Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care. Please list any necessary medications, allergies, or previous reactions to feeds or otherwise.  
 Exceptions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- **Horse's Behavior.** Boarder states that the Horse exhibits the following behavioral traits: Please list any and all stable vices such as cribbing, weaving, pacing, kicking, biting, etc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- **Veterinary Care.**
  - a. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Stable will first try to contact Boarder and/or Emergency Contact. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as  
 Dr. \_\_\_\_\_  
 with \_\_\_\_\_ (Clinic), at phone numbers (Office) \_\_\_\_\_  
 (Cell) \_\_\_\_\_ (Home) \_\_\_\_\_

If Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred. Note that Stable is not responsible for emergency transport of animal.

  - b. Boarder also agrees that Boarder will keep Horse current on all customary vaccinations, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale.

- **Farrier Care.** Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier is:

(Name) \_\_\_\_\_ (Cell) \_\_\_\_\_

(E-mail) \_\_\_\_\_

If Boarder's farrier is unavailable and Boarder's horse is in need of farrier services, Boarder authorize Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

- **Mortality Insurance.** Owner is responsible for any type of mortality insurance and any associated premiums. Request that Owner provide a copy of the Stall Cards for any horses valued over \$25,000.00.
- **Prohibited Activities.** Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner. Neither Boarder nor their guests or agents shall access Sterling Elite Sporthorses' feed to feed their horse nor shall the owner injure, whip, or harass their own horse on Sterling Elite Sporthorses' premises.
- **Equipment.** Stable is not responsible for any lost or stolen articles of horse equipment. Stable is not required to store any excessive equipment belonging to Owner. Each Owner is allotted a reasonable and similar area for storage of equipment. Owner agrees to pay fees, if deemed necessary by Stable, to store excessive equipment (i.e. horse trailers, etc.) on the property belonging to Stable.
- **Trail Riding.** Any riding outside of all designated areas and Stable owned property is done at the Owners risk. Owner agrees to hold Stable harmless from any accident that may occur or action that may be brought forth as a result of this risk.
- **Dog Policy.** ALL OUTSIDE DOGS MUST BE LEASHED and be attended to the entire time. Dog owners that choose to bring their dogs to Stable are solely responsible for their dog's actions. Owner agrees to hold Stable harmless from any actions or accidents arising from Dog's actions while on site. Stable Management reserves the right to prohibit any dog from returning to Stable.
- **Smoking Policy.** Sterling Elite Sporthorses is a smoke-free premises. For the safety of the animals owner agrees to refrain from smoking while onsite.
- **Right of Lien.** Stable has the right of lien as set forth in the law of the State of Mississippi for the amount due for board and additional agreed upon services and shall have the right, without process of the law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

## SAFETY AND RELEASE FROM LIABILITY

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

***Under Mississippi Law, an equine activity sponsor or professional shall not be liable for any injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Code of Mississippi Act 443.***

**Initial: \_\_\_ a).** Protective and Safety Gear. Protective head gear shall be worn by all riders without exception. I agree to wear protective head gear. In addition to protective headgear, PROTECTIVE VESTS are REQUIRED for ALL participants on the Cross-Country Course along with MEDICAL ARM BANDS without exception.

**Initial: \_\_\_ b).** Horses are Inherently Dangerous. I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand the Stable cannot control the horses it boards, and that I shall release and hold harmless the Stable from any injury arising out of or related to equine activities at Stable's facilities. This includes any family member or guest accompanying me.

**Initial: \_\_\_ c).** I am Responsible for my own Conduct and That of my Horse. I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.

**Initial: \_\_\_ d).** RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

**Initial: \_\_\_ e).** Death or Injury to Horse. Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

**Initial: \_\_\_ f).** HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

**Initial: \_\_\_ g).** Costs, Attorneys' Fees, and Expenses. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

**Initial: \_\_\_ h).** Stable's Remedies. If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

**Initial: \_\_\_ i).** Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties.

**Initial: \_\_\_ j).** Notice.

a). Notice to Stable. All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery:

Sterling Elite Sporthorses  
14800 Fairview Lane  
Byhalia, MS 38611

b). Notice to Boarder. All notices must be in writing and delivered to Boarder at Boarder's address listed above in this agreement, in a manner which provides proof of delivery.

**Initial: \_\_\_ k).** Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

**Initial: \_\_\_ l).** Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

**Initial: \_\_\_ m).** Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

**Initial: \_\_\_ n).** Governing Law, Venue, and Arbitration. This agreement shall be governed by the laws of Mississippi (State). Venue for resolution of disputes shall be proper in Desoto (County), Mississippi (State). The parties to this agreement mutually agree that any and all disputes arising in the connection with this agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules.

**BOARDER:**

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

Signed: \_\_\_\_\_

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

(printed)

**STABLE AGENT:**

Signed: \_\_\_\_\_

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

(printed)