

Riverdale Farms

314 Eldad Road
Fayetteville, TN 37334

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

Farm Manager - Beate Kuska 931-446-3906

Farm Owner - Barry Brown 931-339-9759

SERVICE OPTIONS			
	SERVICE	FEE	DESCRIPTION OF SERVICES
—	Full Care Stall Boarding - Monthly	\$650.00	Assigned stall, feed, hay, watering, bedding and stall cleaning
—	Full Care Stall Boarding - Daily	\$35.00	(1-3 days) Feed, hay, watering, bedding, and stall cleaning
—	Full Care Stall Boarding – Daily	\$25.00	(3+ days) Feed, hay, watering, bedding, and stall cleaning
—	Pasture Board – Monthly	\$350.00	Pasture use only. No use of facility. No other amenities except winter months include supplement feed of grain and hay
—	Arena - Hourly	\$30.00	Per rider / per hour rate. Non-boarders must bring current coggins and proof of vaccination
—	Service Assistance - Hourly	\$20.00	Assistance for vet, farrier, other service providers when owner is not present.
—	Blanketing – Partial Month	\$30.00	Blanketing on/off when owner is not there during cold weather. Owner to provide blanket.
—	Blanketing - Monthly	\$50.00	Blanketing on/off as needed during cold weather. Owner to provide blanket.

HORSE DOCUMENTATION REQUIREMENTS:

proof of 6-way vaccination (no older than 4 months); current coggins; health certificate;
mortality stall insurance card for horses valued over \$50,000

PAYMENT SHALL BE MAILED TO:

Riverdale Farms

314 Eldad Road Fayetteville TN 37334

Under Tennessee 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 Tennessee Code Annotated, Title 44, Chapter 20.

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: _____

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 Tennessee 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 Tennessee Code Annotated, Title 44, Chapter 20.***
- **Boarding Term.** Boarding services shall be provided at Riverdale Farms on a month-to-month basis. Services may be terminated by either party with a two (2) weeks' notice to the other party.
- **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 8th day of the month. There will be a \$50.00 charge for returned checks.
- **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 turn-out time at owner's request and weather 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 or feeds are 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.

- **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.

Exceptions: _____

- **Horse's Behavior.**

Boarder states that the Horse exhibits the following behavioral traits:

- **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. 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 worming and 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 \$50,000.00.

- **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 Riverdale Farm's feed to feed their horse nor shall the owner injure, whip, or harass their own horse on Riverdale Farm's premises.

- **Authorized Users.** Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Designated Users are required to sign a separate Waiver of Liability. Boarder's designated users are:

a. (Name) _____ (Cell phone) _____

(Sex) _____ (Age) _____ (Relationship to Boarder) _____.

b. (Name) _____ (Cell phone) _____

(Sex) _____ (Age) _____ (Relationship to Boarder) _____.

c. (Name) _____ (Cell phone) _____

(Sex) _____ (Age) _____ (Relationship to Boarder) _____.

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 Tennessee 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 Tennessee Code Annotated, Title 44, Chapter 20.

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:

Riverdale Farms
3020 Huntsville Hwy
Fayetteville, TN 37334

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 and Venue. This agreement shall be governed by the laws of Tennessee (State). Venue for resolution of disputes shall be proper in Lincoln (County), Tennessee (State).

BOARDER:

Date: _____

Signed: _____

Name: _____

(printed)

STABLE AGENT:

Signed: _____

Name: _____

(printed)