

**Double A Ranch**  
**Callahan, FL 32011**  
Boarding Contract

Name of Horse Owner (printed) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

Registered Name of Horse \_\_\_\_\_

Barn Name of Horse \_\_\_\_\_

Color \_\_\_\_\_

Breed \_\_\_\_\_

Markings \_\_\_\_\_

Date of Birth \_\_\_\_\_

Sex \_\_\_\_\_

Height \_\_\_\_\_

Boarding Rate Chosen (per month) \_\_\_\_\_

Coggins Report # & Date \_\_\_\_\_

Health Certificate \_\_\_\_\_

Stall Assigned (if applicable) \_\_\_\_\_

**Note:**

1. All new boarding clients must present all of the following paperwork prior to the horse(s) unloading from the trailer. If the following items are not present, the said horse will not be allowed to unload onto the property of the Double A Ranch.
  - A.) A Negative Coggins report within 1 Year of the present date.
  - B.) A copy of the shot records from your veterinarian showing that the said horse has been vaccinated for the following within 1 Year of prior to it's arrival at the Double A Ranch.

**Date Given**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Vaccination**

1. Equine Influenza (KY 97)
2. Eastern Encephalomyelitis (sleeping sickness)
3. Western Encephalomyelitis (sleeping sickness)
4. Rhinopneumonitis Vaccine (KV)
5. Tetanus Toxoid
6. West Nile
7. Strangles Streptococcus Equi Bacterin
8. Rabies

2. **This contract may be amended at any given time with notice.**

**I. Rules**

1. Hours of Operation

9am to 8pm from April through October  
9am to 7pm from November through March

\* Subject to change

2. All riders under 18 years of age must wear riding helmets at all times while mounted on a horse.
3. No rider under 18 years of age will do any kind of horse Jumping without their trainer's supervision.
4. Under no circumstance should any alcoholic beverages be brought onto or consumed while at the property of the Double A Ranch.
5. I understand I am not to take my horse into any area other than the one I am assigned to. I understand my horse, \_\_\_\_\_ (name of horse), will be assigned a field and/or a stall and I will honor that assignment. If I have a complaint and wish to move your horse to another

area, I will first notify the owners of the Double A Ranch and find an appropriate area for my horse.

6. Riding is to be done in designated areas only. Designated riding areas are:
  1. White metal round pen next to arena
  2. Riding arena(s)
  3. Small wood round pen
  4. Trails on the property
  5. Large pasture in front of the barn
  
7. Feed and hay can be provided by the Double A Ranch but it is not required. All horses will be given a 11% protein & 10% fat textured sweet feed that is provided by the Double A Ranch. I understand that under no circumstance will any additional hay and/or feed to be given to your horse or any other horses without the approval from the barn management.

Feed given by Double A Ranch:  
A.) Mid South Quality Blend – 11% protein; 10% fat
  
8. I understand that I am personally responsible for the payment of all shots, medications, de-worming, hoof trimmings, holding fees, medical maintenance, and all other veterinary bills concerning my horse(s).
  
9. I understand that I must be present for any veterinarian related appointments. I have the right choose to use my own veterinarian other than the veterinarian chosen by the Double A Ranch associates.
  
10. All tobacco products must be smoked outside of the barn and away from any hay. This is to prevent a fire hazard.
  
11. I understand that the owners of the Double A Ranch have the right to refuse any horse or terminated the boarding agreement upon our own discretion. If we decide to terminate your lease, you and your horse have 14 days to find another place to board.
  
12. If I have any problems with the staff, owners, other boarders, other horses, or if my horse or any other horse has an injury that the owners are unaware of, I will contact Amy Green 904-879-7058 or 904-553-5244 for immediate attention and resolve.
  
13. If I decide to no longer board at the Double A Ranch, I am required to give a 30 day notice. Your next board payment is still due if it is within the 30 day notice of you and your horse cancelling your boarding contract. (Ex: Your payment is due on the 1st of the month and you give notice that you will no longer be boarding

with us on the following 15th of the month. The next board payment will still be due since notice was only 15 days in advance of you board payment due date. Your horse will not be released from the Double A Ranch until all current and future board and other accrued bills have been paid.)

14. The following persons are allowed to come by and visit/ride my horse, \_\_\_\_\_ (name of horse), when I am not present:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

I, \_\_\_\_\_ (print), understand that no other persons other than those listed above may visit and/or ride my horse, \_\_\_\_\_ (name of horse), without my consent. If I wish to add additional persons for access to my horse, I will contact the Double A Ranch owners and resign by their name on the lease agreement. I also understand that if I no longer wish to allow access to any persons mentioned above, I will contact the owners of the Double A Ranch and re-sign by their name again.

15. All parking is to be at the designated parking area only. This area is located between barns one and two. No riding is permitted in the parking area.

16. Grooming can be done within your stall or in the grooming area provided in the center of the barn next to the lockers and tack room.

17. I understand that I must give 24 hours notice that my horse will be leaving the property of the Double A Ranch at 45543 Hodges Road in Callahan, Florida for show or recreational purposes only. This is to insure the safety and location of your horse.

18. I understand that if I decide to purchase a new horse to replace the horse listed on this contract, I must notify the Double A Ranch of my intentions at least 3 days in advance and I must sign a new boarding agreement for the new horse. I understand that the new horse must have the same Coggins and Vaccination requirements as are listed in the contract.

19. I understand that under no circumstance can my horse have shoes on its back hooves unless on full board. Since the horses are turned out together, horse shoes

can cause major injuries to others horses. It is preferred for all horses to not have shoes on all four hooves.

20. I understand that the Double A Ranch is not responsible for any injuries that may occur to myself and/ or my horse. I understand that if I choose to have my horse(s) pastured, my horse will be subject to the natural environment with other horses. Kicking, biting and other common natural herd behavior may occur and the Double A Ranch cannot guarantee that it will not happen.

I understand all of the rules and items listed above and agree to follow them. I understand that if I violate any of them, I will be subject to removal and termination of my board.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## II. Insurance

1. I, \_\_\_\_\_ (print), understand that I have the option to purchase insurance for my horse through any company of my choosing.

2. Check one of the following:

\_\_\_\_\_ A.) I have insurance on my horse through

Insurance Company \_\_\_\_\_

Policy number \_\_\_\_\_

\_\_\_\_\_ B.) I do not have insurance on my horse.

## III. Boarding Rates

I am on the \$\_\_\_\_\_ rate and will receive the following treatment.

\* **Partial Board** - \$325.00 per month - Horses are pastured and fed 2x's per day with feed supplied by Double A Ranch; hay provided using large round bales during winter. Hay is not needed the rest of the year due to lush pastures.

\* **Partial full board** - \$375.00 per month - Horses are pastured during the day and stalled nightly in a 10'x 15' stall. Horses are fed 2x's per day and feed is included. Horses are given hay at night in their stalls. Shavings are

included.

- \* **Full Board -** \$450.00 per month - Horses are stalled nightly; stalls have attached 20' x 100' small turnouts; fed 2x's per day; hay and feed included; turned out during the day in a separate paddock with only full boarded horses; locker included; Shavings included

**Included with all boards:**

- \* Lockers are an additional \$30 per month for pasture and partial boards.
- \* Pasture space is 40 acres.
- \* Full access to round pens
- \* Full access to 120' x 200' training arena
- \* We give a 10% multi-horse discount on 2 or more horses
- \* Riding can be done anywhere on the property - full 40 acres access
- \* Large Stalls - 10'x15'
- \* Restroom Facilities
- \* Grooming & Farrier area
- \* Fan in each stall
- \* Supplements can be given in horse's feed if provided by the horse owner. (Supplements must be pre-mixed and in separated containers / zip-lock bags)
- \* Stalls are cleaned daily for sanitation

A.) I, \_\_\_\_\_, agree that my horse, \_\_\_\_\_ is on the \_\_\_\_\_ rate and that I will receive the services listed above. I understand that I will pay the amount of \$\_\_\_\_\_ per month on the \_\_\_\_\_ day of each month. Boarding is done on a month to month basis and a thirty day notice of cancellation of contract is required. I agree to give no less than a thirty day notice if I no longer wish to board my horse at the Double A Ranch. I understand that if I do not honor the thirty day contract and I move my horse any less than 30 days from giving notice, I am subject to penalty by law for violation of contract.

B.) I have paid the first month lease. I understand that board payments are non-refundable and are not pro-rated.

Total costs paid : \$ \_\_\_\_\_

**IV. Fees and Fines**

- I, \_\_\_\_\_ (print), understand that I will pay all boarding fees as listed above at the price of \$\_\_\_\_\_ per month on the \_\_\_\_\_ day of each month. I understand I have up to 3 days after the due date to pay the given amount. I understand that if I do not pay within 3 days of my due date, I will be

fined **\$15.00 per day additional** to my board until my board is paid.

Signature \_\_\_\_\_

Date \_\_\_\_\_

- Gates are to be closed at all times. I understand that if I am to leave a gate open for any longer than the time needed for entering and exiting a field, I will be fined \$50.00 per occurrence.
- I understand I am liable for any damage that I or my horse cause.
- If any check is returned, there is a return check fee of \$35.00 plus any additional bank fees. After one incident of a returned check, no other checks will be accepted as means of payment.
- If I do not pay my boarding fees, any other acquired fees, fines, or veterinary bills within 15 days from the time I agreed to have these fines paid, all said equine assets are forfeited to the Double A Ranch until balance accrued is paid in full and additional boarding expenses have been paid.
- I understand that my horse will not be released from the property of the Double A Ranch at 45543 Hodges Road Callahan, FL 32011 until all current and future boarding payments have been paid. This payment must be made in **cash**. Once this payment has been made, the account will be closed and horses will be released from the property. I also understand that I will receive written notice via mail that my account has been closed and no other payments are owed once this payment has been made. Furthermore, I understand that if liability for damages or non-payment occur, and is brought before a collections agency and/or court for proceedings, I am fully liable for all attorney costs including additional fees, all collections costs, all court costs, and hourly time taken out of our normal course of work to address the collection.

I have read and agree to all of the above and understand my boarding rates per month as well as penalty fees. I agree to abide by these rules for the entire time my horse is boarded at the Double A Ranch.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **V. Barn Maintenance & Scheduling**

- **De-Worming**

All equine de-worming must be completed between the 1st and the 5th of the months of February, April, June, August, October, and December. You

must show veterinarian proof or have the barn manager witness you giving your horse a de-worming product. If you do not give your horse a de-worming product during this time period, you will be subject to a fee of \$15 onto to your next board bill and our managers will give your horse a de-worming product.

- **Blacksmith / Ferrier**

The blacksmith will be out every 6 to 8 weeks. If you are scheduled to have the blacksmith shoe or trim your horse's hooves, you must prepay the amount he charges prior to his arrival. You must be present for to hold your horse for the blacksmith. If you are not or cannot be present, you will be subject to a \$3.00 holding fee and one of our managers will hold your horse for you.

- **Veterinarian**

The veterinarian will be scheduled for routine visits during the year for emergencies, to pull new Coggins reports, vaccinations, and/or medical conditions. You must be present when the veterinarian comes out to hold your horse. You must prepay for your horses vaccinations prior to the veterinarian's arrival. If you are not or cannot be present, you will be subject to a \$10 holding fee and one of our managers will hold your horse for you. If you opt to have your own veterinarian administer vaccinations to your horse, you must provide proof that the shots have been completed. The annual shots given must be the same as given for the initial entrance into the barn (Equine Influenza, Eastern & Western Encephalomyelitis, Rhinopneumonitis Vaccine, Tetanus Toxoid, West Nile, Strangles Streptococcus Equi Bacterin, Rabies).

## **VI. Liability**

- I, \_\_\_\_\_ (print), understand that I am personally responsible for my own health and safety and those of my company. I also understand that I will not hold the Double A Ranch members and / or the owners of the property responsible for any injury I may obtain while on the entire property on Hodges Road.
- I, \_\_\_\_\_ (print) understand that the Double A Ranch owners and associates are not personally responsible for any personal belongings or vehicle damage. It is the boarder's responsibility to secure their belongings in their locker or personal vehicle. We suggest that all of your items have your name written on them in a permanent marker.

## **Hold/Harmless Agreement**

I hereby acknowledge that I have voluntarily chosen to use the facilities and participate in equine sport and pleasure related activities. I understand the risks involved in the activity. I recognize that the programs and its activities involves risk of injury and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in equine activities involves activities and risks incidental thereto, including but not limited to, travel to and from competitions, lessons, practices, and or other equine related activities. **I am voluntarily participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage (including vehicles), bodily injury, or death.**

In consideration of my participation in the program and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless Double A Ranch at 45543 Hodges Rd in Callahan, FL, its owners, trainers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the program. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. In addition, I hereby voluntarily hold harmless Double A Ranch, its owners, trainers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns.

I also understand that the Double A Ranch does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damage or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses.

I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

## **FLORIDA STATUTES 1993**

### TITLE XLV TORTS

#### CHAPTER 773 EQUINE ACTIVITIES

Fla. Stat. § 773.01 (1993) 773.01 Definitions.

As used in ss. 773.01-773.05:

(1) "Engages in an equine activity" means riding, training, assisting in veterinary treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, visiting or touring or utilizing an equine facility as part of an organized event or activity, or any person assisting a participant or show management. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where a spectator places himself in an unauthorized area.

(2) "Equine" means a horse, pony, mule, or donkey.

(3) "Equine activity" means:

- (a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeple chasing, English and western performance riding, endurance trail riding, gymkhana games, and hunting.
- (b) Equine training or teaching activities or both.
- (c) Boarding, including normal daily care of an equine.
- (d) Riding, inspecting, or evaluating an equine belonging to another by a purchaser or an agent, whether or not the owner has received monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser to ride, inspect, or evaluate it.
- (e) Rides, trips, hunts, or other equine activities of any type, no matter how informal or impromptu, that are sponsored by an equine activity sponsor.
- (f) Placing or replacing horseshoes or hoof trimming on an equine.
- (g) Providing or assisting in veterinary treatment.

(4) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to: pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs, and activities, therapeutic riding programs, stable and farm owners and operators, instructors, and promoters of equine facilities, including, but not limited to, farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

(5) "Equine professional" means a person engaged for compensation:

- (a) In instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;
- (b) In renting equipment or tack to a participant;
- (c) To provide daily care of horses boarded at an equine facility; or
- (d) To train an equine.

(6) "Inherent risks of equine activities" means those dangers or conditions which are an integral part of equine activities, including, but not limited to: (a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them. (b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals. (c) Certain hazards such as surface and subsurface conditions. (d) Collisions with other equines or objects. (e) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

(7) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

Fla. Stat. § 773.02 (1993) 773.02 General provisions.

Except as provided in s. 773.03, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in s. 773.03, no participant nor any participant's representative shall have any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.

Fla. Stat. § 773.03 (1993) 773.03 Limitation on liability for equine activity; exceptions.

(1) This section shall not apply to the horseracing industry as defined in chapter 550.

(2) Nothing in s. 773.02 shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person if the equine activity sponsor, equine professional, or person: (a) Provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and it was so faulty as to be totally or partially responsible for the injury; (b) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, or to determine the ability of the participant to safely

manage the particular equine based on the participant's representation of his ability; (c) Owns, leases, rents, has authorized use of, or is otherwise in lawful possession and control of the land or facilities upon which the participant was injured, and the injury was due totally or in part, to a dangerous latent condition which was known to the equine activity sponsor, equine professional, or person and failed to post warning signs;(d) Commits an act or omission that a reasonably prudent person would not have done or omitted under the same or similar circumstances or that constitutes willful or wanton disregard for the safety of the participant, which act or omission was a proximate cause of the injury; or (e) Intentionally injures the participant.

Fla. Stat. § 773.04 (1993) 773.04 Posting and notification.

- (1) Every equine activity sponsor and equine professional shall: (a) Post and maintain one or more signs which contain the warning notice specified in subsection
- (2). These signs shall be placed in a clearly visible location near to where the equine activity begins. The warning notice specified in subsection (2) shall appear on the sign in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable.(b) Give the participant a written document which the participant shall sign with the warning notice specified in subsection (2) clearly printed on it. Said written document may be used in lieu of posting the warning on the site of the equine activity sponsor's or equine professional's facility, and shall be given to any participant in an equine event not on the location of the equine activity sponsor's or equine professional's facility.(2) The signs and document described in subsection (1) shall contain the following warning notice:

<b>WARNING</b>
Under Florida law, an equine activity sponsor or 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.

Fla. Stat. § 773.05 (1993) 773.05 Limitation on liability of persons making land available to public for recreational purposes. Nothing in ss. 773.01-773.05 shall be construed to limit in any way the limitation of liability granted to private citizens who allow the public to use their land for recreational purposes, as provided in s. 375.251.

I agree that this acknowledgment of risk and hold harmless is effective for as long as I participate in the program. By signing below, I relieve all liability from the members of the Double A Ranch and its property owners.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## VII. Veterinarian

The following is the contact information for my veterinarian:

Veterinarian \_\_\_\_\_

Phone Number \_\_\_\_\_

Veterinarian Business Name \_\_\_\_\_

Veterinarian Address \_\_\_\_\_

In case of an emergency and need of veterinarian assistance, I, \_\_\_\_\_ (print), agree that if my veterinarian or my backup veterinarian cannot be reached, that I authorize that the owners of the Double A Ranch are allowed to call a veterinarian of their choosing.

Signature \_\_\_\_\_

Date \_\_\_\_\_

- Boarder must give 24 hour notice to Amy Green or the barn manager for all Vet visits.
- For all emergency veterinarian visits, please notify the barn manager as soon as possible.

### **VIII. Existing Conditions**

Description of horse's health upon initial arrival: (including limps, injury, special diet, traits, eyes, previous health problems, etc...)

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### **IX. Emergency**

In case of an emergency, please contact the following:

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

In the case of any emergency situation that are not related to animals, please dial 911 and contact 904-879-7058 or 904-553-5244.

I hereby agree that I have read all of the above and agree to follow all of the contents given and if I do not follow the contents given, I may be subject to penalty and / or ultimate violation of the board agreement.

Signature of Boarder \_\_\_\_\_

Date \_\_\_\_\_

Signature of Barn Owner \_\_\_\_\_

Date \_\_\_\_\_