

**WILLIAM R. HEBERLE STABLES, INC.**  
**751 BROWNCROFT BOULEVARD**  
**ROCHESTER, NY 14625**  
**www.HeberleStables.com**



This Boarding Contract is made and entered into on this \_\_\_\_\_, by and between William R. Heberle, hereinafter designated "Manager," and \_\_\_\_\_ hereinafter designated "Owner," and if Owner is a minor, Owner's parent or guardian \_\_\_\_\_. Manager agrees to accept Owner's \_\_\_\_\_, for boarding; and, it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, the Owner and the Manager mutually agree as follows:

1. Owner agrees that Manager, William R. Heberle Stables, Inc. (Farm) their agents and employees are not liable for death, sickness and /or accident including consequential damages caused to the horse, except if caused by the willful and wanton negligence of the Manager. In addition, Owner agrees to hold Manager completely harmless and not liable for any injury whatsoever caused to the Owner, and/or any loss or damage to any personal property.
2. It is the responsibility of the Owner to carry full insurance including coverage on his horse and all personal property.
3. Owner shall pay the Manager for boarding services, and described below, the fee of \$380.00 per month and \$119.60 turnout & handling plus tax. Daily rate is \$20/day plus tax. This shall include the following:
  - 12' x 12' box stall
  - bedding and cleaning
  - grain (4lbs/4 qt./day, pellet)
  - hay
  - regular feeding
  - use of facilities
  - 2 qts beet 2xday
  - NO TAKING OF ANY FEED
  - INSTRUCTORS OF HEBERLES HAS RIGHT TO THE RING
  - BARN CLOSES AT 9:00 PM
  - Handling of others horse/ going away over night/outside Professionals using facility or others mounting your horse MUST be approved by management.

\*\*\*Additional Services and Charges:

4. The boarding fee is due on the first of the month. A late fee of \$15.00 will be charged on payments received more than 15 (fifteen) days late; plus a finance charge of 1.5% per month (18% annually) will be charged on all accounts 30 days past due. In the event that payment is overdue by 90 days, Manager is entitled to a lien against the horse for the amount due and shall be entitled to enforce lien and sell the horse for the amount due according to the appropriate laws of the state.
5. The horse shall be free from infectious, contagious or transmissible disease. The following are required: current negative Coggins Test, a health, worming and immunization record. Manager reserved the right to refuse horse within seven (7) days of arrival if not in proper health.
6. Manger reserves the right to notify the Owner within seven (7) days of horse's arrival if horse, in Manager's opinion, is deemed dangerous or undesirable for a boarding stable. In such case, Owner is responsible for removing horse within seven (7) days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.
7. Regular veterinarian and farrier attention will be arranged by Owner, and shall be invoiced by Veterinarian and Farrier directly to Owner. In the event of sickness and/or accident to the horse, after reasonable efforts have failed to contact Owner, Manager has permission to contact a veterinarian for treatment. **The barn will post a semi annual vet appointment for vaccinations and others. All vet/farrier appointments arranged must be reported to stable management. Most appointments done though stable.**
8. If the horse dies, is sold, or upon thirty (30) days written notice to the Manager after this date \_\_, the Owner may terminate this Contract for any reason. In such case, the Manger shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this Contract is concluded. If horse is sold out of Heberle Stables, Heberle Stables receives a 10% commission of the sale.
9. Commencement of this Contract shall begin on or about \_\_\_ and this Contract shall be concluded when manager or owner give thirty (30) days notice and Manager will be held harmless.
11. Additional agreements should be separately initialed by each party.
12. Should either party breach this contract, the breaching party shall be responsible for the other party's court cost and attorney's fees related to such breach.
13. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement. This Contract is made and entered into the State of New York, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void.
14. When the Manager and Owner and Owner's parent or guardian, if Owner is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

\_\_\_\_\_  
Manager's (or authorized agent's) signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner's (or authorized agent's) signature

\_\_\_\_\_  
Address and phone numbers of Owner