



The Equine Esquire

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Boarding Contracts: Whether You are a Farm Owner or a Horse Owner, a Well-Written Boarding Contract is Essential

Whether you are a facility owner/operator, or a horse owner boarding your equine, everyone benefits from a well-written boarding agreement. Failure to put in writing the responsibilities of each party, and descriptions of the remedies in the event either party breaches the agreement, only leads to heartache, severed relationships, and the potential for costly litigation.

While the specific terms of the boarding agreement may vary, every boarding agreement should have at least the following provisions:

- **Identify the Parties** – State who the parties are, including: 1) the name of the facility; 2) the name of the boarder/owner; and 3) addresses and contact information of the parties.
- **Identify the Horse(s)** – Provide details regarding the horse to which the contract pertains, including: name, breed, registration number (if applicable), proof of the horse's owner of record, the boarder's authority to control the horse, and a physical description. Current color pictures of the horse and a description of the horse's physical condition.
- **Terms and Conditions** – State what each party is expected to do for the other party, such as the following:
 - **Dates** – A description of the duration of the Agreement, including the date the contract becomes effective, the date the contract ends (if for a fixed period), or if the term is month to month. If the contract is month to month, it automatically renews, and the parties will continue to be bound by the terms of the original contract until the contract is terminated.
 - **Emergency Contact Information** – This must include information about "who" and "when", meaning, list the owner and an alternative emergency contact, as well as the name and contact information for the boarder's preferred vet and farrier. The "when" part is not so straightforward. In the event the boarder cannot be reached, the contract should give the facility authority not only to contact a veterinarian on the boarder's behalf, but also authorize appropriate veterinary care. The facility owner and boarder should agree on how the emergency veterinary care is paid.
 - **Equine Insurance Information** – If the horse is covered by an insurance policy, that information should be detailed by the owner in the boarding contract. Most insurance companies require notification when an insured horse is injured or dies. Coverage may be void if notification is not given. It is critical that the boarding contract state which party has the responsibility of contacting the insurance carrier.
 - **Services/Fee Schedule** – This is a description of the fees the

boarder owes to the boarding facility in exchange for the services rendered. This may be a flat rate per month, or it may include a menu of additional services that can be selected by the boarder and provided by the facility, such as: grooming, blanketing, lunging, turn out, worming, applying fly spray, etc. Describing these expectations helps to avoid disputes over services and corresponding costs.

- **Payment** – A description of when fees are due, grace period for late payments, how payment should be made, and any provision allowing the facility to charge interest (specify the interest rate, such as 1.5% per month) for overdue bills should be included.
- **Contract Termination** – Specific details on how the boarding contract comes to an end. Typically, boarding contracts require written notice at least 30-days in advance if either party intends to terminate the contract. The contract should also allow for termination if either party violates the terms of the agreement.
- **Remedies** – An explanation of the steps that will be taken to cure a default, including where notice of breach will be delivered.

In addition, it's important for the parties to contemplate the following for their boarding contract:

- Health and vaccination requirements, and proof thereof;
- Out of pocket costs for which the boarder is responsible;
- Whether the boarder can bring in an outside trainer to give the boarder lessons or work with the boarder's horse;
- If the facility has rules not included in the boarding agreement that need to be referenced/acknowledged;
- Protections for the facility such as indemnity and hold harmless provisions;
- Facility's retention of a security interest in and/or lien rights

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