

**MACKINAC HORSEMEN’S ASSOCIATION
BOARDING CONTRACT AND LIABILITY RELEASE**

This Boarding Contract and Liability Release ("Agreement") is made by and between Mackinac Horsemen’s Association, a Michigan non-profit corporation (“MHA”), whose address is P.O. Box 484, Mackinac Island, Michigan, 49757, and the undersigned Lessee(s).

The parties hereby agree as follows:

1. Boarding Fees. As consideration for the boarding and care of the described horse by MHA, Lessee agrees to pay MHA \$225.00 a month (\$7.50 per day for any part of less than a full month) for board (which includes use of a stall, feeding twice daily, water, pasture turnout, stall bedding and cleaning). Lessee will pay the cost of any supplements required by the horse. Lessee agrees to pay any costs not covered by this Agreement. The horse will be stabled at the Mission Hill horse barn, which barn MHA has procured for this purpose. MHA will also provide a place for the storage of Lessee’s tack and will provide the use of any additional tack that Lessee does not have. During the term of this Agreement MHA may use the horse for lessons for other MHA participants for up to 10 hours per week. Two Lessees may share-board the same horse; the terms of this Lease shall apply to both Lessees.

Fees are due and payable to MHA on the first month that the horse is at the barn. MHA will allow Lessee a seven day grace period for the payment of board or other fees due to MHA; payments made more than seven (7) days after this date must include a \$10.00 administrative charge. Lessee understands and agrees that horse(s) boarded under this Agreement will not be released from MHA until all fees are paid in full.

MHA acknowledges the receipt of a deposit of \$ _____ which has been paid by Lessee to MHA upon the signing of this Agreement. The deposit will be applied toward the first month's fees and expenses due to MHA under this Agreement.

2. Information about Lessee and horse to be boarded:

A. Lessee: Lessee has leased the horse described below and is desirous of having it boarded by MHA.

Lessee's Name(s):

Address(es):

Telephone Nos. (home)

(work)

Persons to Contact in Case of Emergency:

Phone:

The name(s) and age(s) of Lessee’s children that will be riding the horse:

Lessee agrees to keep MHA immediately apprised of any changes in the above information so that MHA can reach Lessee.

B. Horse(s):

Name of Each Horse:

Age:

Breed:

Color:

Unique Vices/Habits:

Owner of Horse:

Phone No.:

3. Term. The boarding of Lessee's horse under this Agreement is to commence on _____ and is to terminate on _____ .

4. RELEASE OF LIABILITY. In consideration of the MHA undertaking the boarding under the terms of this Agreement, Lessee agrees to hold harmless and release MHA and its Lessees, agents, employees, officers, insurers, and affiliated organizations or persons, from liability for any and all bodily injuries or damage Lessee may sustain when on or near MHA's premises, whether riding or near horses, caused in whole or in part by the ordinary negligence of MHA. By the term "damages," Lessee means medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. Lessee releases and discharges MHA and its Lessees and operators and their respective employees, agents, officers, directors, subsidiaries, heirs, executors, administrators, representatives, successors, and assigns of and from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Lessee's injury or damage that may be sustained, or property damage.

Lessee further agrees to hold harmless and release MHA and its Lessees, agents, employees, officers, insurers, and affiliated organizations or persons from liability for any and all injuries, damages, or losses that Lessee's horse(s) may sustain arising out of the boarding of same that may accrue from any cause whatsoever, including fire, theft, running away, accidents, illness, injuries or death during the term of this Agreement and while horse(s) is/are in MHA's care, custody, or control.

Lessee shall be solely responsible for all acts and behavior of the horse(s) at any time during the term of this Agreement. In no case shall MHA or its agents, employees, insurers, or affiliated organizations or persons be liable for the acts and behavior of horse(s) other than the exercise of gross negligence on the part of MHA in the boarding or keeping of Lessee's horse(s). Lessee also hereby agrees to indemnify and hold MHA and its Lessees harmless against all damages sustained or suffered by any third person(s) (not parties to this Agreement, including, but not limited to, Lessee's relatives, guests, other boarders, etc., by reason of the stabling or keeping of the horse(s) at MHA, including any and all claims, damages, or injuries whatsoever.

The above release of liability and waiver of claims shall also apply to Mackinac Island Carriage Tours, Inc., the City of Mackinac Island and the Mackinac Island State Park Commission.

5. Termination of Agreement.

A. By MHA. MHA reserves the right to refuse to continue boarding Lessee's horse for any reason (such as the animal's health, dangerous or destructive propensities, etc.). In such event, MHA shall give Lessee three (3) days notice to remove the horse from the Mission Hill horse barn. After all fees have been paid in full by Lessee, Lessee's obligations to MHA under this Agreement shall be concluded.

B. By Lessee. Upon three (3) days notice to MHA, Lessee may terminate this Agreement for any reason. Lessee agrees to pay MHA all fees and expenses incurred up to the termination date and until the horse is removed from the MHA's custody and control.

6. Rules, Emergencies & Misc.

A. Rules. Lessee agrees to abide by any reasonable rules and regulations promulgated by MHA.

B. Emergencies. In the event that MHA determines that Lessee's horse has become injured or ill, Lessee shall be notified as soon as possible at the telephone numbers specified in this Agreement. However, if Lessee is unable to be reached or does not immediately inform MHA regarding measures to be taken, or if the horse(s)'s health requires emergency action, the right to contact a veterinarian or to furnish other advisable attention is within MHA's discretion, and MHA shall, under these circumstances, act as Lessee's agent to procure medical attention but not for payment of fees. Lessee agrees that payment of any expenses incurred in connection with all care or attention, including veterinary care, shall be the sole responsibility of Lessee.

C. Inoculation/Worming Program. Lessee also agrees to participate in any horse worming and/or inoculation program against equine epidemics, viruses, or other illnesses (including, but not limited to, EEE, EIA, Potomac Fever, influenza, etc.), to the extent that MHA deems such programs necessary for the general well-being and safety of all horses maintained at MHA. Lessee agrees to pay for the cost of any such inoculations to his or her horse.

D. Presence Required. Lessee agrees to be present when their horse is seen by the vet or farrier.

E. Lessee represents that all information he/she has provided herein is true and accurate.

F. This Agreement shall be binding on, and inure to the benefit of, the MHA and Lessee, and their respective heirs, representatives, successors and assigns, affiliates, employees, agents or other representatives.

G. Modifications to this Agreement are only valid if in writing and signed by MHA and Lessee.

H. Lessee and MHA acknowledge that they have read this Agreement, understand its contents, they are signing it as their free act and deed without any coercion by anyone, and they agree to be fully bound by its terms.

LESSEE:

Mackinac Horsemen's Association

By: _____

By: _____

Leanne Brodeur, Director/Consultant

Dated:

By: _____

Dated: