



Under Louisiana 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, pursuant to R.S. 9:2795.3.

This Agreement, dated _____, 2024, is made between Hebert Sporthorses LLC, hereinafter referred to as "STABLE" and _____ hereinafter referred to as "OWNER", owner of the below described horse.

DESCRIPTION OF THE HORSE

Name: _____ Age: _____ Color: _____ Sex: (circle) M G S
Breed: _____ Height: _____ Reg. #/Tattoo No.: _____
Is horse insured: (circle) Yes No If yes, type of coverage: (circle) Mortality Major Medical Both
Insurance Agency: _____ Ins. Co. Phone #: (____) _____ - _____ ext. _____

*** Please initial on the line to the left acknowledging that you have read and understand each section:**
Please read each section thoroughly.

____ 1) FEES

Owner agrees to pay \$_____ per horse per month for:
____ Stall Board - \$850
____ Stall Board (short term) - \$850 Move in date _____ Move out date _____
(30 day notice waived)
in advance on the first day of each month. In addition, optional services are available and will be billed at the end of the month accordingly (see Hebert Sporthorses Price List).

In addition, Owner agrees to provide a deposit at the time of or prior to move-in in the amount of a full month's board (ex. Stall board deposit is \$850) to be held until move-out. Deposit is not refunded if horse is moved without notice, removed by stable, or is removed without satisfying any unpaid charges/debts or incidentals.

____ 2) PAYMENTS

Payment is due in full by the first (1st) of each month for the current month. We accept payments via Check (made out to Hebert Sporthorses). **Timely payments are strictly enforced.** If payment is not received by the fifth (5th) day of the month, owner will be charged a 5% late fee. If account is 60 days past due and after three documented attempts to contact Owner, horse and any belongings or equipment associated with said horse left at Stable will be considered abandoned. Please see RIGHT OF LEIN below. Invoices are sent out by the 27th of each month via email. Stable is not responsible for faulty email.



_____ 3) RIGHT OF LEIN

Stable has the right of lien as set forth in the law of the State of Louisiana for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse and any belongings/equipment at the farm associated with said horse until the indebtedness is satisfactorily paid in full. If the charges are not paid within 15 days of termination of the date of this agreement, upon written notice to the Owner, Stable is hereby authorized to sell or otherwise dispose of the horse(s) and any belongings/equipment associated with horse(s) on behalf of and in the name of the Owner, to satisfy any outstanding charges due the Stable from the services rendered pursuant to this agreement. Owner agrees to pay the Stable reasonable attorneys fees, expenses and legal charges and costs thereby.

_____ 4) GROOMING/EXERCISE

Stable will not provide grooming or exercise or any other care for said horse(s) unless said horse is in a training program with Hebert Sporthorses. It is expressly understood that the Owner is solely responsible for grooming and exercise of the horse(s). Special requested services can be provided at an additional fee (See Hebert Sporthorses Price List).

_____ 5) FEED AND FACILITIES

Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the horse. Stable agrees to provide up to a maximum 6 lbs of feed OR up to a maximum 2 lbs of ration balancer per day. Owner will be billed monthly per pound accordingly over the maximum. Hay is given twice daily. Extra hay, alfalfa, or an alternative type of hay is available by request to be billed at the end of the month. In times of inclement weather, stall rest, and lack of grazing material, owners will be charged for extra hay in addition to the amount offered with board at market price as necessary. Owner is responsible for providing supplements or medications if needed (See Hebert Sporthorses Price List for medication administration costs.). Any changes made to feed must be done before the last week of the month and will be implemented the following month (ex. Change feed type on 11/27 to be implemented on 12/1). Owner provided feed/hay/shavings is not allowed and WILL NOT be deducted from board. Hebert Sporthorses LLC is full board ONLY.

_____ 6) REMOVAL OF HORSE

Stable reserves the right to notify the Owner within seven (7) days of horse's arrival if horse is deemed by Stable to be dangerous, sick or uncontrollable for a boarding and training stable. In such case, Owner is responsible for removing the 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) RISK OF LOSS

It is highly recommended that Owner cover the horse with Mortality & Major Medical insurance. It is not the responsibility of Stable to cover Owner's horse with any type of insurance. During the time that the horse is in custody of Stable, Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse or any other cause of action arising from or connecting to the boarding of this horse. All cost, no matter how catastrophic, connected with boarding are borne by Owner.



_____ 8) HOLD HARMLESS

Owner agrees that it is aware of the dangers and the risks attendant to horseback riding, riding instruction and other activities which may take place at Stable. Owner agrees to assume all liability of such risk. Owner agrees to hold Stable harmless from any claim caused by said horse and agrees to pay all medical fees incurred should such an event cause injury to horse or human and legal fees incurred by Stable in defense of a claim resulting from damage to said horse.

_____ 9) EMERGENCY CARE

If emergency medical treatment is needed, Stable has the authority to secure emergency veterinary and/or blacksmith care. After the emergency care is secured the Owner will be notified. Owner is responsible to pay all costs relating to this care. Stable is authorized as Owner's agent to arrange billing to Owner.

_____ 10) SHOEING AND WORMING

Stable agrees to implement a shoeing and worming program, consistent with recognized standards. Any additional required medications or medical care will be administered at additional cost to Owner. Owner is responsible for retrieving lost shoes. If owner would like to use a different farrier other than the one provided by Stable, owner is responsible for making appointments and keeping track of shoeing schedule with chosen farrier. If owner cannot be present for appointments, owner agrees to provide notice to Stable at least 12 hours prior to appointment and will be charged a holding fee to be billed at the end of the month.

_____ 11) OWNERSHIP/HEALTH OF HORSE

Owner warrants that (s)he owns said horse and that there are no liens or other encumbrances, express or by law, outstanding against said horse. Owner will provide, before delivery of said horse to Stable, proof satisfactory to Stable of a Negative Coggins test and current vaccinations.

_____ 12) TERMINATION

Either party may terminate this agreement for any reason. In the event of a default, the wronged party has the right to recover attorneys fees and court cost, resulting from this failure of either party to meet a material term of this agreement. Owner agrees that thirty (30) days' written notice shall be given to Stable prior to the termination of this agreement. Owner agrees that horse(s) may not be removed from the stable's premises until all charges due under this agreement have been paid to the Stable. By virtue of the law and this agreement, Stable is granted a possessory lien on the horse. There are no refunds on board should Owner and horse vacate Stable before the thirty (30) days. Removal of horse by Owner or any part without 30 days notice will result in forfeiture of deposit or 30 days board. All belongings and tack must be removed at the time the horse is removed from Stable. Hebert Sporthorses and/or Katie Hebert are not responsible for any items left at Stable.

_____ 12) NOTICE

Owner agrees to give Stable thirty (30) days written notice to terminate this agreement. The Owner cannot assign this agreement unless Stable agrees in writing.



____ 13) BREACH OF CONTRACT

If Owner breaches this agreement, if horse become sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Owner and horse hereunder, Stable reserves the right to require owner's immediate removal of horse(s) without written notice. Removal of horse by Owner or any party without 30 days notice will result in forfeiture of deposit. Failure to settle any outstanding fees will result in legal action, all legal fees will be the responsibility of Owner.

This agreement is subject to the laws of the State of Louisiana. The parties have executed this agreement this _____ day of _____, 20_____.

Stable:

Signed by: Katie T. Hebert

Print: Katie T. Hebert

Owner:

Signed by: _____

Print: _____