

**PHYSICAL ADDRESS**

Horse Lover's Haven  
14164 South 1800 West  
Bluffdale, Utah 84065

801-557-6919

**MAILING ADDRESS**

Horse Lovers Haven  
14975 South 3600 West  
Bluffdale, Utah 84065

This agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between Horse Lover's Haven LLC hereinafter referred to as "Stable" and \_\_\_\_\_ hereinafter referred to as "Boarder".

1. Fees, Terms and Location: Boarder acknowledges and accepts the terms set forth in this agreement applicable on the date above as issued by the Stable, whether said rates are daily, weekly or monthly. Payment shall be made in accordance with paragraph 2. Any charges not paid in a timely manner shall be subject to late fee charges. In the event the subject horse is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. The Stable reserves the right to notify Boarder within fifteen (15) days of the horse's arrival if the horse, in the Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Boarder shall be solely responsible for removing the horse within five (5) days of said notice and for all fees incurred during the horse's presence upon the premises. This agreement shall be deemed terminated and concluded upon the payment of all fees.

1.1: The boarding fee is due upon the first day of each month. You may pay by cash, check, bank draft or bank wire. There is a \$50 fee for any check returned unpaid by your financial institution. There will be a \$50 late fee if your board is not paid by the first of the month., then an added \$10 for every day past the first. In the event said payment is overdue by 5 days or more, Stable shall be entitled to exercise a lien against said horse for any amounts due and shall be entitled to enforce said lien and foreclose its interest against said horse for the amount due in accordance with the laws of the State of Utah. The initial monthly/weekly/daily charge applicable to the services as set forth below per month shall be \$625.00 for outside stalls with open front area, \$600.00 for inside stalls in the main barn and the top six stalls in the north barn, \$575.00 for draped and covered stalls in the middle and north barns, \$585.00 for individual paddock with shelter, \$500.00 per horse for the outside shared paddocks with shelters. We have a

2. Notice to Move Horse: Thirty (30) days notice must be given by written notice, email, voicemail or text (and must be confirmed that it was received) when removing a horse from the Stable. Horses cannot be removed without a trainer or one of the Stable's representatives being present. Failure to give notice will result in boarding fees continuing uninterrupted. Horses will not be permitted to be removed until all fees and any other outstanding charges are paid in full.

2.2: A thirty (30) day notice by written notice, email, text or voicemail must be given if you decide to sell your horse(s) while boarding at Horse Lover's Haven, otherwise you will have to give thirty (30) days notice upon the sale of the horse and pay the appropriate charges (unless the horse stays boarding at Horse Lover's Haven). Please make sure you receive an acknowledgment that your notice as been received.

3. Description of Horse to be Boarded: Name: \_\_\_\_\_  
Nickname: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Age: \_\_\_\_\_ Mare \_\_\_\_\_ Gelding \_\_\_\_\_

4. Feed, Facilities and Services: Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of a normal size horse. Stable feeds two sufficient sized flakes of hay (alfalfa and or grass) in the morning and the evening. Boarder acknowledges that said Boarder has inspected the facilities and finds them in safe and proper order.

5. Risk of Loss and Standard of Care: During the time that the horse is on the property, Stable shall not be liable for any colic, sickness, disease, estray, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury, disability or death of the horse, horse Boarder or Boarder's guest that may occur on the Stables premises.

5.1: The Boarder fully understands that Stable does not carry any insurance on any horse not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance. All risks connected with boarding or for any other reason for which the horse is in possession of, and on the premises of Stable are to be borne by the Boarder. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse by Boarder.

5.2: The standard of care applicable to Stable is that of ordinary care of a prudent horse and not as a compensated bailee. Stall care, water care and feed are the only responsibilities of the Stable.

6. Hold Harmless: Boarder agrees to hold Stable harmless from any claims arising from damage or injury caused by Boarder's horse to anyone and defend Stable from any such claims. Boarder agrees to disclose all hazardous and or dangerous propensities of horse boarded with the Stable.
7. Emergency Care: Stable agrees to attempt to contact Boarder should Stable feel that medical treatment is needed for said horse, but, if Stable is unable to contact Boarder, Stable is then authorized to act as Boarder's agent in securing and arranging of direct billing to Boarder of emergency veterinary and or blacksmith care required for the health and well-

being of said horse. All costs of such care incurred shall be the sole responsibility of the Boarder, including transportation and wait time for the transporter. Unless otherwise instructed, Stable will use the veterinary of the Boarder's choice (when possible) for veterinary for medical treatment in case of an emergency that Stable is unable to get ahold of Boarder. Boarder will make prepayment arrangements with said veterinary for medical treatment in case of an emergency that Stable is unable to get ahold of Owner.

7.1: If the Stable is the transporter Stable shall charge Boarder \$100 transport fee to the veterinary plus \$25/hour stand by time if required.

7.2: Boarder agrees to notify Stable of any changes in addresses, emergency phone numbers, itineraries or other information reasonably necessary to contact Boarder in the event of an emergency. If Boarder is unavailable, Stable shall notify the party Boarder has authorized Stable to contact.

8. Limitation of Actions: Any action or claim brought by Boarder against Stable for breach of this Agreement or for loss due to negligence must be brought within thirty (30) days of the date such claim or loss occurs. Stable and Boarder agree that any action or claim shall be submitted to binding arbitration pursuant to the laws of the State of Utah.
9. Shoeing, Worming and Vaccinations: Boarder agrees to provide Stable with proof of last worming and vaccinations upon becoming a boarder at the Stable if asked. All horses boarded at Stable will be wormed, vaccinated and shod on a schedule. The Boarder will supply Stable with proof of worming and vaccinations upon request of Stable at any time. Spring shots and wormers are due by March 31<sup>st</sup> of every year and the fall shots and wormers are due no later than September 30<sup>th</sup> of every year.
10. Ownership and Coggins Test: Owner shall supply proof of ownership and results of a negative Coggins test upon becoming a boarder at the Stable if requested.
11. Changes or Termination of this Agreement: It is agreed by the parties that this agreement may be changed or terminated upon thirty (30) days written notice. Notice may be hand delivered or mailed with a return receipt requested to the address on file.
12. Rules and Regulations: The Boarder agrees to abide by all the rules and regulations of the Stable. It is the Boarder's responsibility to ensure that anyone riding, visiting or caring for their horse(s) also abides by the rules and regulations of Stable as well. Lessors will be required to sign and date the Stable Rules and Regulations before leasing a horse at the Stable.
13. Right of Lien: The Owner of the horse boarded hereby agrees that Stable has a right of lien as set forth in the laws of the State of Utah, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain said horse until the amount of said indebtedness is paid in full. However,

Stable will not be obligated to retain and or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. In the event Stable exercises Stable's lien rights as described above for non-payment, Stable will attempt to contact Owner of the horse boarded to advise of nonpayment of boarding fees and this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event of collection of this account is turned over to an attorney, Owner of the horse agrees to pay all attorney's fees, costs and other related expenses for which a minimum charge of \$250.00 will be assessed. If collection is attempted through Small Claims Court, Owner of the horse agrees to pay for all filing and servicing fees.

14. Property in Storage on Stable's Premises: Boarder may store certain tack and horse equipment on Stable's premises while Boarder has horse(s) boarded at Stable. The Stable will supply one saddle rack, one bridle rack and space for one plastic tote for each stabled horse. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as it is stored at the Boarder's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or horse equipment taken to shows or clinics.
15. Horse Trailers: Horse trailers owned by Boarders can be parked on property (if space allows) with prior authorization from Stable. Stable does not carry any insurance covering any trailers left on the premises. Trailer must be in good condition and currently licensed and insured. Boarder shall supply Stable with copy of registration and proof of insurance for any trailer parked on the Stables property. The liability coverage must be parked insurance.
16. Inherent Risks and Assumption of Risk: The Boarder acknowledges that there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks including but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, spooking, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death of persons on or around them. The unpredictability of equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals: certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 horse or not acting within such participant's ability.
17. Assigned Stalls: No boarder shall move any horse from the stall assigned to it without permission from the Stable. Stable will notify barn/paddock manager who will notify the feeding crew concerning the move and will also change the feeding instructions on the stalls involved.

18. Damages: Any damage to the premises caused by Boarder, anyone you bring to the Stable, your children, relatives or any horse in your possession will become Boarders sole responsibility for payment in full for the repair of damages. Boarder may hire your own contractor to repair any damage incurred, or if the Stable hires the contractor in your behalf, the cost of the repairs will still be Boarders sole responsibility.
  
19. Additional Horses: Upon signing this Stable Boarding Agreement, Boarder understands that any additional horse(s) they bring into Stable will be governed by this original Stable Boarding Agreement and the original Barn Rules and Regulations. Boarder agrees to fill out an additional Liability Release, an additional Authorization of Emergency Medical Treatment and a supplement for Additional Horses form.
  
20. Entire Agreement: This entire Stable Boarding Agreement consisting of ten (10) total pages represents the entire agreement between the Owner, Boarder and the Stable. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written Agreement. This agreement is made and entered into the State of Utah and shall be enforced and interpreted in accordance with the laws of the State of Utah.
  
21. Enforceability of Contract: In the event one ore more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.
  
22. Attorney Fees: Boarder will be responsible for any and all attorney fees if Stable has to legally enforce any part of this agreement.

\_\_\_\_\_  
 Signature of Boarder (Must be at least 18 years if age)

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Printed Name of Boarder

\_\_\_\_\_  
 Address

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

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

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

\_\_\_\_\_  
 Email address:

\_\_\_\_\_  
 Signature and Printed Name of Owner (If different from Boarder)

Owner: \_\_\_\_\_

Phone: \_\_\_\_\_

2<sup>nd</sup> Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

*Leave this area blank -  
We will take a picture of  
your horse - put it here*

Horse: \_\_\_\_\_

Age: \_\_\_\_\_

Breed: \_\_\_\_\_

Mare  Gelding  Stallion

Farrier: \_\_\_\_\_

Phone: \_\_\_\_\_

Vet: \_\_\_\_\_

Phone: \_\_\_\_\_

Is horse candidate for Surgery -- Yes  If so \$ \_\_\_\_\_ No

Is horse candidate for after hours/weekend farm call: Yes  No

For anyone to take care of your horse in your absence, you must have prior payment arrangements with your vet. Make sure they have a valid credit card on file or that you have an open account with them. The barn will not take responsibility for payment of any hauling charges and or vet bills for you.

By signing below, you hereby agree that you are the owner of the above described horse.

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Date Signed

**HORSE LOVER'S HAVEN LLC SUPPLEMENT FOR ADDITIONAL HORSES**

This will be considered a part of the original Stable Board Agreement that was signed and agreed to by \_\_\_\_\_ and Horse Lover's Haven, LLC that was dated \_\_\_\_\_.

By adding the description of horses to be boarded on this supplement, I understand that all of the original Stable Boarding Agreement will also be enforced concerning ANY additional horses that I may bring into Horse Lover's Haven.

Horse Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Mare \_\_\_\_\_ Gelding \_\_\_\_\_

Horse Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Mare \_\_\_\_\_ Gelding \_\_\_\_\_

Horse Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Mare \_\_\_\_\_ Gelding \_\_\_\_\_

Horse Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Mare \_\_\_\_\_ Gelding \_\_\_\_\_

\_\_\_\_\_  
Boarder's Signature

\_\_\_\_\_  
Date Signed

## HORSE LOVER'S HAVEN – LIABILITY RELEASE

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ I, \_\_\_\_\_ as the Owner of the following horse(s) \_\_\_\_\_

Hereby take total responsibility for anyone riding, working or being around my horse(s). By signing this release, I have read and acknowledge that horses are unpredictable and that there are inherent risks associated with all equine activities, and hereby expressly assumes all risks associated with my horse(s) participating in such activities. Owner expressly assumes sole responsibility for any injury, illness, or fatality that may befall a person riding, handling and or working said horse(s). Owner assumes all risks and agrees to hold harmless, indemnify and defend, Horse Lover's Haven LLC, Brumback Properties LLC, DuJuana (Dee) Brumback, John Brumback and or any employee associated with Horse Lover's Haven LLC against any and all claims, demands, causes of action, damages, judgements, orders, costs or expenses including court, attorney or mediator fees, which may arise from or be in any way connected with the horse(s), Owner's or rider's presence upon the property at 14164 South 3600 West, Bluffdale, Utah 84065 and the facilities located thereon!

\_\_\_\_\_  
•Signature of Owner

\_\_\_\_\_  
•Printed Name of Owner

\_\_\_\_\_  
•Home Address

\_\_\_\_\_  
•Cell Phone Number

\_\_\_\_\_  
•Home Phone Number



# HORSE LOVERS HAVEN

## SUPERVISORY AGREEMENT

Horse Lovers Haven LLC has decided as of this day October 26<sup>th</sup>, 2022 that any children under the age of 12 will be under constant adult supervision. By signing this agreement, you are taking full responsibility for your children to be supervised by an adult 100% of the time they are on the premises at Horse Lovers Haven and not holding Horse Lovers Haven LLC liable for any injury, affliction and or death. They are not allowed to pet, feed and or antagonize the animals, or hang on their gates and stalls. They are not to be allowed in the hay barn or the barn that has houses the shavings. They need to stay outside of the indoor and outdoor arenas at all times. They are not allowed to climb on or be around any of the equipment on the premises. Any possible damages your child causes will be your monetary responsibility. Any children causing any issues or damages will be banned from the premises.

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Parent Signature

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Date

## HORSE LOVER'S HAVEN

### BARN RULES AND REGULATIONS

Your stall board rent is due on the 1<sup>st</sup> of the month. You may put it in the rent box at the main barn or mail it to: Horse Lover's Haven – 14975 South 1800 West, Bluffdale, Utah 84065. If you mail it, please mail early enough for it to be received by the 1<sup>st</sup>.

We have a 4 month minimum stay requirement for our barn. We are not a short term stay facility.

Normal barn hours are as follows: Spring/Summer – 6 am to 10 pm. Fall/Winter – 7 am to 9 pm. The gates are locked at night, not to keep clients out, but to keep the horses and trailers in and safe.

Only barn employees are allowed to feed the horses. Do not feed snacks to any horse that you do not own. You are not allowed to feed extra barn hay to your horse. If extra feed is needed, IFA, Cal-Ranch and Tractor Supply will gladly sell you some.

Please wear appropriate clothing and footwear when at the barn. Do not go barefoot, wear sandals, slippers or thong-like shoes when around any of the horses.

If there are one or two people riding in the arena, always ask if they mind if you lunge your horse. If there are more than two riders in the arena, you cannot lunge inside, you will have to lunge outside. The outdoor arena is to lunge and ride only. Do not use it as a turnout, or to let your horse run free, or roll.

Pickup after yourself, your kids and your guests. Put your garbage in a trash can, don't throw it on the ground or leave it somewhere for someone else to clean up and throw away. All garbage, including drink cups, water bottles and food containers need to be properly disposed of. Please DO NOT put any liquid in the trash cans.

You are responsible for cleaning up after your horse. After using the cross ties, wash rack or hand grazing your horse, clean up the mess before you leave the area. Dispose of it in the proper container. If you leave your mess for someone else to clean up you will be billed \$25.00.

Horse Lover's Haven is a chew-free, smoke-free, alcohol-free and drug free environment. Do not spit out your chew on the grounds or in our garbage, as it is totally disgusting. No one is allowed to smoke on the property, unless you smoke in your private vehicle. If you do smoke, take your tobacco butts with you. Don't throw them on the ground or put them in our trash.

You are responsible for putting away all the equipment and tack that you use. All tack must be put back in your tack room or in your horse trailer. Please don't leave any tack out.

Fans and heaters cause electrical fires. Portable heaters are not allowed. Do not leave anything electrical plugged in overnight, including cell phone chargers.

We supply one saddle/pad rack, one bridle/halter/lunge line rack and space for one tote for your grooming needs for every horse that boards with us. Depending on where your horse is, main barn – middle barn – north barn or paddocks (or if you train with a trainer) designates which tack room and cross ties you use (see attached diagram). We do not have room for your crates, trunks or extra tack. Take your winter horse blankets home by June 1<sup>st</sup>. Any left at the facility after that date will be disposed of.

While riding at Horse Lover's Haven, please do not talk on your cell phones as it is a very dangerous thing to do because your attention is not on riding. All riders under the age of 18 MUST wear a helmet whenever riding.

Dogs are welcome at the barn, by paying a \$25.00 monthly fee per dog. Dogs are not allowed in the indoor or outdoor arenas at any time. Please make sure your dogs are collared and that you have a leash to tie them with if necessary.

Any friends, relatives and or guests that enter the premises, do so at their own risk. Please make sure they understand this, as the barn will not be held liable for any accidents or injuries. Visitors are welcome as long as they abide by these rules/regulations. You will sign a blanket liability release included in your boarding contract when boarding at Horse Lovers Haven.

Do not park in front of the big overhead door of the main barn. No personal vehicles are allowed to park anywhere other than the areas south of the middle barn. Do not park by your horse trailer.

Anyone who rides or lunges in either arena is responsible for cleaning up the poop from their horse and disposing of it in the provided manure tubs. Cleaning up the manure will make our footing last a lot longer. Horses are not allowed to be turned out or to roll in either the indoor or outdoor arena.

Never tie your horse to any panel, fence, stall front, stall gate or between stalls. Never leave your horse unattended in any cross tie. The cross ties are for tacking up and untacking. If your horse needs to be groomed, do it in their stall. If your horse needs to cool down, walk it around, do not leave them in a cross tie.

Lights in all tack rooms, arena areas, restroom and stable/barn areas need to be turned off when not in use. The arena lights should be used as dusk sets for safety issues, but please turn them off when you are done riding.

Halters need to be removed during turnouts. Owner or agent must remain on the property when their horse is turned out. Time limit for turnout is a maximum of one (1) hour unless others are waiting for the turnout, then it becomes 30 minutes.

The lunch/break room is for that purpose only. No supplements/feed/tack for your horse is allowed. You are responsible for disposing of your garbage. The items left in the Lost and Found area will be disposed of weekly if not claimed.

Any concerns or issues you have with the premises and or employees of Horse Lovers Haven need to be addressed with your Barn Rep in private, immediately in person or by phone/text if your Barn Rep is not present. Put the issues in written form and signed by your Barn Rep as being received. Any issues that have not been presented to your Barn Rep will not be addressed by any other employees or owners of Horse Lovers Haven.

Speed limit on the property is 5 mph. No exceptions or excuses. If you are late, that is not our problem.

Please remember when you have 90+ clients boarding their horses at our facility there is bound to be disputes, disagreements and differences in opinions. Please put yourself in the other person's position before causing a problem. Please leave your personal issues out of any disputes or confrontations as this is a business and a place of serenity for our clients and riders.

BY SIGNING BELOW, I AM VERIFYING THAT I HAVE READ AND UNDERSTAND THE FOREGOING BARN RULES AND AGREE TO ABIDE BY THEM.

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Signature of Boarder

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Date Signed

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Signature of Guardian or Parent  
If Boarder is a minor.

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Date Signed