



# Shuva Eretz, LLC Stable Agreement

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Shuva Eretz, LLC , hereinafter referred to as "Shuva Stables," providing services at 971 Fleahop Rd, Eclectic AL and the individual or individuals undersigned, hereinafter referred to as "Owner."

Owner represents and warrants that they are the owner of horse(s), or that they have express authority of the owner of the horse to enter into this agreement and to house the horse with Shuva Stables. Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions in this agreement shall be applicable for every animal that is being boarded by Owner with Shuva Stables.

- a. **Monthly Fees:** Owner acknowledges and accepts those terms set forth at a rate of **<Insert Rate>** per month with the agreed upon **<Insert Care Package>** care package paid by Owner on or before the 1<sup>st</sup> day of each month.

Invoices are sent by email. The monthly boarding fee applies to the whole month starting with the first of the month. Daily board (anything less than a month) will be at a rate of \$12.00. Boarding fees paid after the 7<sup>th</sup> day of the month are subject to \$25 late fee. A fee of \$40 will be charged if a check is returned for insufficient funds. In the event said payment is overdue by 60 days or more, Shuva Stables shall be entitled to exert a lien against said horse, and the owner's property upon the premises for any amounts due and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due. All outstanding bills must be settled prior to vacating.

Shuva Stables reserves the right to re-evaluate boarding fees and prices and adjust accordingly. Owners will be provided a 60-day notice prior to price adjustments.

**Additional Expenses:** Owner is responsible for all additional costs, including but not limited to the cost of supplements, medicines, additional grains/pellets/concentrates not outlined in care package, or hay (other than the standard feed/hay provided by Shuva Stables), veterinary care (emergency and routine), hoof trimming/shoeing, teeth floating. Care rates do not include lessons, injury/illness care, private turnout, grooming, injections. Rates do not include holding for farriers outside scheduled Farrier Days.

**Fecal Exams:** All horses will be required to undergo fecal exams twice per year (March and September) by Shuva Stables's selected vet. Vet charges will apply and this will be added to each horse's invoices. A 30 day reminder will be provided.

**Sandclear:** All horses will be provided Sandclear every other month (January, March, May, July, September, November) for 10 days starting the first day of the scheduled month. Each application of Sandclear will be \$17 per horse and will be added to the owner's monthly invoice. Owners will be provided the option to "opt out" if they can provide adequate alternatives are being used.



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**Deworming:** Adequate efforts for deworming will be required of all owners. Shuva Stables will deworm horses in February and August if the owner **has not shared proof** of their deworming plans with Shuva Stables. A fee of \$17 will be added to invoices to cover dewormer. Herbal dewormers are permitted if administered on a regular basis.

b. **Farrier/Hoof Care:** Owner agrees to provide the necessary farrier services at Owner's expense. Neglecting adequate hoof care will not be tolerated. Regularly scheduled but optional Farrier Days will be announced for all boarders. The optional Farrier Day will be arranged with a barefoot farrier of Shuva Stable's choice and owners who participate will pay farrier directly. Shuva Stables will hold horses without charge during Farrier Day. Owner understands they may select a farrier of their choice; however, they will be responsible for holding their horse during those visits.

c. **Vaccinations:** Shuva Stables acknowledges and respects horse owner's choice in which vaccines to provide their horse; however to maintain the health of the heard and horses within Shuva Stable's care, Shuva Stables will follow guidelines outlined in [Alabama A&M and Auburn Universities Health Planning Calendar for Horses](#) where these minimum vaccines will be required: Tetanus, eastern equine encephalomyelitis, western equine encephalomyelitis, and West Nile virus.

Owners accept full responsibility for their horse's care by not choosing additional vaccines recommended. Owners understand that events may be held at Shuva Stables which bring in other horses from outside the facility. Owners also understand that if they choose to leave the facility for an event (trail rides, shows, etc) that their horses may be exposed to diseases that can be prevented through additional vaccinations.

d. **Ownership-Coggins Test:** Owner warrants that he owns the horse(s) and will provide proof satisfactory to Shuva Stables of the negative Coggins test upon entry into Shuva Stables and maintain a negative Coggins annually.

e. **Stallion & Gelding Policy and Evaluation:** The horse owner acknowledges and agrees that stallions are strictly prohibited on the boarding premises of Shuva Stables. Additionally, in the case of recently gelded horses, the owner understands that each newly gelded horse will be evaluated by stable management to assess their temperament. This evaluation is conducted to ensure the well-being and harmony of the herd. The stable reserves the right to determine whether the temperament of a recently gelded horse is suitable for integration into the existing herd. Decisions made by stable management regarding the boarding of recently gelded horses are final and are made with the best interest of the overall herd's health and safety in mind.

f. **Termination:** Either party may terminate board agreement with 30 days written notice. In the event the subject animal 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.



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Shuva Stables reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Shuva Stable's opinion, is deemed to be dangerous or undesirable for Shuva Stable's establishment. In such a case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

g. **Feed, Facilities, and Services:** Shuva Stables agrees to provide Owner with semi-full care for said horse(s) in accordance with the agreed upon <INSERT NAME OF CARE PACKAGE> care package chosen by the owner. The owner acknowledges they have inspected the facilities and finds them in safe and proper order. The standard services to be provided are as posted at both Shuva Stable barns. All boarders are considered semi-full care.

Owner understands Shuva Stables is a forage-based, regenerative horse facility and grazing will be set to a set rotation. Horses will work through paddock rotations at Shuva Stable's discretion. Access to a loafing area with adequate hay forage will be provided at all times. Slow feeders will be used.

Owner understands Shuva Stables is a sweet feed free boarding facility, no exceptions. Feeds chosen will need to be low sugar/starch unless otherwise advised by a vet.

**Additional Supplements:** Shuva Stables will drop 1 additional wet supplement and one dry supplement per feed for horse(s). Any additional supplements Owner will be required to order from SmartPak or premeasure and bag supplements. If differences between AM and PM feed, measurements will be clearly marked. If the provided supplement requires a special measurement, such as a Tablespoon, Owner will supply the required measuring tool.

Under no circumstances will a boarder, nor their guests(s) or Agents, feed, turn out, ride, saddle, injure, harass, or otherwise interact with another boarded horse or animal. Livestock, poultry and cattle on the property are privately owned and will not be fed, handled, or medicated without the presence of Shuva Stable's staff.

h. **Fly Control:** Shuva Stables will apply fly spray on horse(s) once a day at AM feed during fly season. Owner will supply the desired spray.

Shuva Stables works with nature to control flies. No harsh chemicals will be used in the barns, no exceptions. Likewise, fly baits will not be permitted as they attract flies. Barn fly management will be controlled using sanitary practices. Shuva will maintain stalls after feed times; owners will be required to maintain their stall between feed times. This means all fecal and urine matter removed from the stall and placed in a designated container outside the barn. Owner will pick



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waste from the paddock surrounding the barn after use. Owner is responsible for picking waste from arenas and round pens.

Shuva Stables uses chickens during fly seasons to maintain pastures. Chickens will move into a paddock after the horses have grazed. Dragging of paddocks will be done on an as needed basis in accordance with scheduled paddock rotations.

i. **Turnout and Stalls:** Horses will be out in pastures except at feeding times or for prearranged services. Private turnout can be arranged but will incur an additional cost.

In the event of illness or injury, all stalling and duration of stalling will be done according to a veterinarian's instruction and procedures. Additional care required during these times will be subject to an extra service fee.

j. **Training and Horse Care Philosophy:** The use of cruel or aggressive tools and techniques for training and working with a horse will be strictly prohibited. This includes practices such as chain twitching to pick up feet and excessive tying for head or body shaping. The evaluation of tools and techniques for aggressiveness is under the purview of Shuva Stables.

Shuva Stables emphasizes a commitment to positive and humane training methods. Refrain from any abusive techniques or harsh tools in your interactions with horses. Our goal is to foster an environment that prioritizes the well-being and positive development of each horse. Any form of mistreatment will not be tolerated.

k. **Guest Policy:** Inform stable management in advance if you plan to have guests visit the facility. All guests will be required to supply a release of liability. Guests should adhere to the same rules and etiquette to maintain a positive atmosphere.

l. **General Rules:** Shuva Stables strives to provide a fun, clean and friendly experience for everyone. To make that happen, each Owner agrees to abide by all the rules and regulations outlined in the Shuva Stables Barn Etiquette.

m. **Risk of Loss and Standard of Care**

DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF SHUVA ERETZ, LLC, SHUVA ERETZ, LLC SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF SHUVA ERETZ, LLC, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Shuva Stable's premises.



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The Owner fully understands that Shuva Stables does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Shuva Stables are to be borne by the Owner. Shuva Stables strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

IN NO EVENT SHALL SHUVA ERETZ, LLC BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE SHUVA ERETZ, LLC WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

n. **Hold Harmless:** Owner agrees to hold Shuva Stables harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone and defend Shuva Stables from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Shuva Stables.

o. **Emergency Care:** Shuva Stables agrees to attempt to contact Owner should Shuva Stables feel that medical treatment is needed for said horse(s), but, if Shuva Stables is unable to contact Owner, Shuva Stables is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Shuva Stables is authorized, as Owner's agent, to arrange direct billing to Owner.

SHUVA STABLES SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS SHUVA STABLES IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Shuva Stables of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Shuva Stables as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

p. **Right of Lien:** The Owner is put on notice that Shuva Stables has a right of lien as set forth in the laws of the State of Alabama, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to



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retain said horse(s) until the amount of said indebtedness is discharged. However, Shuva Stables will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Shuva Stables exercises lien rights as above described for non-payment, 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(s) upon affidavit by Shuva Stable's representatives setting forth the material facts of the default and foreclosure as well as Shuva Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

q. **Property in Storage on Shuva Stable's Premises:** Owner may store certain tack and equipment on the premises of Shuva Eretz, LLC at no additional charge to Owner. However, Shuva Eretz, LLC shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Shuva Eretz LLC as same is stored at the Owner's risk. Shuva Eretz, LLC shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises must first be coordinated with Shuva Stables and may be subject to an additional fee. No equipment will be stored in horse paddocks.

r. **Inherent Risks and Assumption of Risk:** The undersigned acknowledges 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 include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and 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 animal or not acting within such participant's ability.

Owner expressly releases Shuva Stables from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Shuva Stables or its representatives, agents or employees.

## WARNING

**Under Alabama 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 the Equine Activities Liability Protection Act.**

**Entire Agreement.** This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Alabama,



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and shall be enforced and interpreted in accordance with the laws of said State.

Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER SIGNATURE (OR AUTHORIZED AGENT)

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PRINTED NAME

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By \_\_\_\_\_

OWNER'S PARENT OR GUARDIAN (IF  
OWNER IS A MINOR

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ (wk) \_\_\_\_\_ (hm)

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