

## **FIVE STAR STABLES (FSS) RULES & POLICIES**

1. No person is allowed to engage in any equestrian activities whatsoever without signing the Five Star Stables release of liability, emergency release. All releases must be legible. No exceptions.
2. GUESTS: Boarders are responsible for guests. Boarders must accompany guests at all times. Guests coming into contact with horses MUST sign the Five Star Stables release of liability and emergency release. No Exceptions.
3. All children under 18 must be accompanied by an adult, unless prior arrangements have been made with the parents.
4. All children under 18 must wear a helmet while riding. No exceptions.
5. There is not to be a trainer on site teaching without the consent of the management. All trainers must sign an FSS Training Agreement and must have proof of insurance on file before giving a lesson. Please see fees for training on site.
6. Trainers must have FSS listed as an additional insured on their insurance and a copy of their current certificate of insurance given to FSS. Trainers are responsible for collecting board from their clients and turning board over to FSS no later than the 3rd day of the month. Trainers are required to communicate with management about any issues which arise.
7. We love dogs, although we ask you to leave them at home for the safety of all. If an exception is to be made, please contact management first.
8. NO SMOKING on FSS property.
9. Motorcycles are not permitted on FSS property.
10. Hours are from 7a.m. to 9 p.m. Earlier/later hours are permitted if prior arrangements are made.
11. Lights are to be turned off when not in use. Please conserve as much as possible.
12. Tack rooms are to be kept clean at all times. For safety and electrical load, please notify management before hooking up any personal appliances such as fridge, microwave, etc.
13. Deposit all small trash in garbage can; recycle bins are available for cans/bottles. Take all large garbage home, such as grain bags, oil jugs, and supplement buckets.
14. Please DO NOT put needles and syringes in garbage cans – please use sharps boxes or dispose of them off site.
15. Conserve water at all times. Always check that the water is shut off before leaving. The guidelines for washing horses in the summer months will be posted based on availability of water.
16. Tack rooms should be locked upon leaving the ranch. FSS is not responsible for any lost items.
17. Speed limit is no more than 5 mph on FSS property.

18. No running/cantering/loping horses up driveway.
19. Please clean up after your horse in the driveways, arenas, and round pens. Please do not leave a mess for the next person to clean up. Leave all rakes and clean-up tools free and clear from the turn-out pens so the horses do not play and break equipment. Owners of horses will be responsible for replacing equipment that is broken.
20. Guests hauling in to use the facility must notify the management before haul-in and must provide all records of current shots. Please see price list for haul-in fees.
21. Management reserves the right to amend these Rules at any time without notice. A current copy of the Rules may be requested from management. Management reserves the right to evict a client/horse that may be harming, or pose a harm to, FSS, clients, and/or owners at any time.
22. Guests of owner(s) shall not be permitted on the premises of FSS or permitted the use of the horses boarded subject to these Rules and the FSS Stabling Agreement except when accompanied by Owner and upon the execution by such guest of the FSS standard form of release agreement. Failure of the owner to provide FSS with such a release executed by owner's guest(s) shall constitute immediate grounds for termination of the FSS Stabling Agreement and removal of Owner's horse(s), at the sole election of FSS.
23. The club room is available for all boarders, lesson students and guests to use. This area must be kept clean at all times. Food items that are not claimed within a week or properly stored may be disposed of by management.
24. **Assumption of Risks:** Owner acknowledges that he/she is aware of the risks and hazards of horse ownership, including the likelihood of serious bodily injury or death, and that such injuries and damages may arise by the maintenance, care, and use of any horses boarded upon the premises of FSS, and/or by the conduct of any person with regard thereto, including FSS, its principals, officers, directors, agents, attorneys, contractors, and employees. Owner expressly assumes the risk of any and all injury or damage arising from the maintenance, care, or use of any horse upon the FSS Property, including those animals the subject of these Rules, and from the conduct of FSS, its owners, employees, contractors, agents, and other boarders with regard thereto.
25. **Release and Hold Harmless:** Owner hereby acknowledges receipt of the FSS standard release of liability, has executed the same, and hereby also releases and agrees to hold harmless FSS, its principals, officers, directors, agents, attorneys, contractors, and employees from any liability whatsoever for any claim of injury, death, or property damage to owner, his/her principals, heirs, assigns, or any third party claiming through Owner, arising from or sustained by Owner while on the Property of FSS.

#### **BOARDERS ONLY:**

1. Boarders who park trailers do so at their own risk. FSS is not responsible for trailers. See price list for relevant fees. Please indicate trailer license number on boarding agreement.

2. All boarders/guests are responsible for any damage caused by their horse(s) and will be charged for repairs. In the event of any breakage, please notify management immediately.
3. **Boarders are not allowed to change, build, or alter a stall without the prior consent of the management. Chain guards are not allowed. Hanging anything in stalls is not permitted without prior consent. No exceptions.**
4. Boarders are not allowed to help themselves to extra hay or shavings. If you want extra, please contact the management. Extra hay and shavings are not allowed to be stored.
5. Boarders should accompany farriers unless management is notified. All farriers are expected to clean up after each shoeing.
6. Five Star Stables plans "vet clinics" on a quarterly basis for keeping all horses current on shots recommended by the resident vet. All horses must be current on all vaccines. Horses must have shots administered by the resident vet unless the management is notified. All horses must be on worming schedule and provide schedule to management.
7. All Owners/boarders must execute an FSS Stabling Agreement and complete a horse information card prior to moving in their horse(s).
8. **Termination:** Owner agrees that horse(s) may not leave unless all charges are paid prior to horse(s) departure. Except as otherwise provided herein, either party may terminate their agreements by delivery to the other party of a written 30-day notice.
9. **Lien:** Owner acknowledges a possessory lien upon the horse(s) subject to these Rules and the FSS Stabling Agreement in favor of FSS. If any fees for boarding or other services provided by FSS are not received by FSS prior to the end of the calendar month in which such amounts are due, then FSS shall have the right, at its discretion, to lock the stable space(s) and prevent the removal of the horse(s) until all accrued rents, late charges, and other charges are paid.
10. **Lien Sale:** if at any time owner is two months or more in arrears in payment of the sums specified in Paragraph 30 above, FSS shall enforce the possessory lien upon such horse(s) as are the subject of these Rules, and shall have the right, at the option of FSS, to sell the said horse(s) to anyone whomsoever, without notice to owner, in satisfaction of said lien, and apply the proceeds of the sale to the arrearage. If the proceeds of the sale exceed the amount of the arrearage, FSS will remit such excess to owner within thirty (30) days of the sale. Owner expressly agrees herewith to defend and hold harmless FSS against any equitable, legal, or lien claim by any stranger hereto upon the animals which are the subject of these Rules, including for any attorneys' fees and costs which could be incurred as a result of a lien sale.
11. **Removal:** FSS shall have the right to have owner remove any horse(s) stabled according to these Rules and the FSS Stabling Agreement upon 48 hours advance oral or written notice, whenever in the sole judgment or discretion of FSS, such removal is necessary to preserve or assure the health or safety of persons or animals on the Property of FSS, or to preserve FSS property.
12. **Emergency Veterinary Care:** FSS shall have the right to provide, at owner's expense, emergency veterinary care to the horses stabled hereunder when, in the sole judgment of FSS management, such care is necessary to preserve and maintain the health and safety of such animal or any other

animal maintained upon the premises of FSS. FSS agrees to attempt in good faith to communicate with owner before providing such veterinary care by telephoning owner at the telephone numbers given to FSS by Owner. Owner agrees to keep FSS advised in writing of any change of address or phone. In the event that FSS provides such emergency veterinary care, then owner agrees to promptly pay the actual cost incurred by FSS in providing such care. Owner hereby releases FSS from any liability of any kind whatsoever for injuries or damages of any kind whatsoever arising by reason of such emergency veterinary care.

- 13. Staff and workers are instructed to notify management if any change to the facility has been carried out without proper authorization. Staff and workers are also asked to report any violation of these rules to management. Please do not directly ask staff and workers to make changes in these Rules without prior notification to FSS's management.

Problems or suggestions regarding the facility should be brought to the attention of the management. If management is not available, please leave a comment card in the mailbox near the office. We will check the mailbox daily.

We appreciate your cooperation in keeping this facility safe and clean.

I/We \_\_\_\_\_ acknowledge that I/we have read these Rules and Regulations and understand and agree to the terms and the conditions therein.

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_