

**Little Creek Horse Farm & DeKalb County Park
2057 Lawrenceville Highway
Decatur, Georgia 30033**

HORSE BOARDING AGREEMENT AND RELEASE - 2025

This Horse Boarding Agreement and Release (“Agreement”) made and entered into in exchange for good and valuable consideration by and between _____ (“Boarder”) and DeKalb County, Georgia (“County”), the parties who agree as follows:

SECTION 1. HORSE INFORMATION.

This Agreement concerns the boarding of the Horse or Horses (collectively, the “Horse”) described as follows:

- 1) Name: _____
- 2) Breed: _____
- 3) Age: _____
- 4) Sex: _____
- 5) Color: _____
- 6) Owner: _____

SECTION 2. PAYMENT.

A. Rental.

Boarder hereby agrees to pay County a monthly rental of **Eight Hundred Fifty Dollars (\$850.00)** “Rent” payable promptly on the first day of each month, in advance, during the term thereof. If said amount is not paid by the 5th day of each month, Boarder agrees to pay a \$25.00 late charge for each such late payment.

B. Payment Information

Unless and until notified otherwise by County, Boarder shall make all checks for all amounts due hereunder **payable to the order of DeKalb County Treasury & Accounting Services**. Payments shall be mailed to:

**Recreation, Parks, and Cultural Affairs Department
Fire Rescue Headquarters
1950 West Exchange Place, Suite 400
Tucker, GA 30084**

No payment shall be considered made until the business day such payment is received at the above office, and if such day is a Saturday, Sunday, or legal holiday, the first business day thereafter. Any payment received after 5:00 P.M., shall be considered received on the next business day.

C. Returned Checks

If during the terms of this Agreement, any check tendered by Boarder for amounts due hereunder is dishonored, returned for insufficient funds, or otherwise not promptly paid, Boarder shall pay the amount of the dishonored check to County by Certified check or Cashier's check. County shall have no obligation to accept any other form of payment. In addition, Boarder shall promptly pay to County a service charge of Twenty-Five Dollars (\$25.00) or five percent of the face value of the check, whichever is greater for any check tendered by or on behalf of Boarder which is returned to County because of insufficient funds or uncollected funds, as damages for the writing of a dishonored check.

D. Reimbursement of Expenses

Boarder agrees to pay County promptly upon receipt of invoice all costs and expenses for the repair or replacement of any property leased or owned by County – damaged, destroyed, injured, or otherwise harmed by any actions or inactions of the Boarder, Rider, or Horses. Examples include but are not included to, damage, destruction, or injury to jumps, fences or fencing, landscaping, stall, buckets, tack, bridle, or horses.

SECTION 3. TERM & RENEWAL.

A. Term section

The Agreement, beginning January 1, 2025, is for a term of twelve (12) consecutive months unless terminated earlier in accordance with the termination provisions of this Agreement. This Boarding Agreement will terminate absolutely on December 31, of each year.

B. Renewal

This Agreement may be renewed for an additional twelve (12) months by providing notice to County no less than thirty (30) days prior to the expiration of this Agreement of Boarder's desire to renew. Such renewal will require the approval of the County and the execution of an additional Agreement at the most current monthly boarding rate.

C. Termination

The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the Boarder to fulfill the Agreement obligations in any respect. The County shall terminate by delivering to the Boarder with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If a Horse becomes a danger to itself or others, or if Little Creek Horse Farm is unable to provide services to Boarder, the County may choose to require the immediate removal of Horse from Little Creek Horse Farm.

The Boarder may request to terminate this Agreement by delivering to the County, in writing, a Notice of Termination, with at least thirty (30) days' notice, specifying the reason and date of Termination. The Notice of Termination will in no way relieve the Boarder of any obligations of the Agreement until all fees have been paid.

SECTION 4. BOARDING.

A. Services Provided by County

In exchange for the monthly Rent payment. County agrees that it shall provide a boarding stall and "Standard Boarding Services", attached hereto as Exhibit "B" which may be unilaterally amended and revised at any time by the County with thirty (30) days' written notice to the Boarder, for the use of County Park property known as Little Creek Horse Farm and Park, located at 2057 Lawrenceville Highway, Decatur, Georgia 30033 ("Little Creek Horse Farm"). Boarder may request additional Enhanced Boarding Services in writing which will require additional monthly fees as listed in Exhibit B.

B. Veterinary Care

- a) Boarder and County mutually agree that in the event any of the Horses covered by this Agreement shall require the service of a veterinarian, County will immediately contact the Boarder by the telephone number provided in Section 5 Notices. In the event the Boarder cannot be reached at her/his number, County is hereby authorized to call Dr. _____, D.V.M., at _____ (Telephone Number) and should he/she be unavailable, to call another licensed equine veterinarian of County's choice.
- b) Boarder hereby agrees to pay any and all fees charged by said veterinarian.
- c) Boarder hereby agrees to make all arrangements for require Farrier services and the periodic shoeing/trimming of the Horse and hereby agrees to pay promptly the cost thereof to the service provider.
- d) A current copy of the most recent veterinarian check-up, shoeing, de-worming and current vaccinations records as required by this Agreement shall be delivered to the County, to the Attention of Barn Supervisor, and updated on a regular basis, or as required by the Barn Supervisor.

C. Little Creek Horse Farm is open to Boarder 24/7, but the County may choose to amend hours as necessary at any time.

SECTION 5. DEFAULT.

A. Lien

Boarder hereby acknowledges that County is entitled to a lien against the boarded Horse(s) for the value of the services rendered and expenses incurred, and that County shall be entitled to enforce said lien according to the laws of the State of Georgia, including, but not limited to the right to sell the Horse(s) to recover amounts owed. Said lien shall attach

to the Horse(s) after two (2) months of non-payment or partial payment, or for any other monies due under this Agreement which have not been timely paid.

B. Events of Default by Boarder

- a. Failure to timely pay rent.
- b. Failure to remove Horse within 24 hours of County making such demand in the event Horse tests positive for Equine Infectious Anemia.

C. Results of Boarder's Default

Upon the occurrence of an "event of default by Boarder," which remains in default more than ten (10) days after written notice from County, in addition to any other rights or remedies it may have, County shall have the right to terminate this Agreement in which event Boarder agrees to remove such Horse(s) with 24 hours of County making such demand.

SECTION 6. CONDITION OF HORSE.

- A. At the Boarder's sole cost and responsibility, each horse to be boarded shall enter the premises free from transmissible diseases, including Equine Infectious Anemia, and must be effectively de-wormed, and current on immunizations for tetanus, rabies, West Nile virus, Strangles, and with all flu/rhino vaccinations.
- B. Boarder represents to County that the above-identified horse(s) tested negative for Equine Infectious Anemia within the past twelve months. Boarder shall deliver proof of such negative testing to County prior to the horse's arrival and signing this Agreement. Boarder agrees to have such horse(s) tested at least annually for Equine Infectious Anemia and to deliver promptly to County proof of the results of such test. In the event such horse(s) test positive for Equine Infectious Anemia, County may demand that such horse(s) leave Little Creek Farm instantly, in which event Boarder agrees to remove such horse(s) with 24 hours of County making such demand.
- C. With ten (10) days written notice to the Boarder, the County may have a veterinarian perform vaccinations, inspection, or the de-worming at Boarder's sole expense.

SECTION 7. NOTICES.

Any and all written notices required related to this Agreement shall be delivered to the addresses below. Boarder shall update County of any changes to the information below in writing.

If to County:

ATTN: Little Creek Horse Farm Barn Supervisor
Recreation, Parks and Cultural Affairs
Fire Rescue Headquarters
1950 West Exchange Place, Suite 400
Tucker, GA 30084

If to Boarder:

Name: _____

Address: _____

Phone: _____

Email: _____

SECTION 8. INDEMNIFICATION.

A. Risk of Loss

During the time that the horse(s) is/are in the custody of the County, the County shall NOT be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on County property. Boarder fully understands and hereby acknowledges that the County does NOT carry any insurance on any horse(s), including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance. The parties agree that all risks related to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of the County or located on County property are the responsibility of and shall be borne solely by Boarder.

B. HOLD HARMLESS/INDEMNIFICATION.

Boarder shall at all times exonerate, indemnify, and hold harmless the County, its agents, employees, members, officers, officials, and contractors from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions based upon or arising out of any damage or injury (including death) to persons or property, including employees and property of the County (1) caused by Boarder, the Horse(s), their guests and invitees or (2) sustained by Little Creek Horse Farm in connection with the performance of this Agreement or conditions created thereby, and shall assume and pay for, without cost to the County, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Boarder, or anyone directly or indirectly employed by or under the supervision of Boarder, or in any way arising out of the use and occupancy of Little Creek Horse Farm. The Boarder expressly agrees to defend against any claims brought or actions filed against the County where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

SECTION 9. RELEASE.

Boarder hereby relieves County of the duty of exercising extraordinary care with respect to the horses covered by this Agreement. Furthermore, the Boarder hereby releases County, its agents, employees, members, officers, officials, and contractors from any and all claims, causes of action – whether now existing or hereafter accruing or maturing at any time – in any way related to the services provided by the County under this Agreement, whether claimed or alleged due to negligence, gross negligence or intentional acts. The term Rider shall mean not only Boarder, but also any minor of Boarder and also any person who uses County property, equipment or facilities with the permission of Boarder. The Boarder fully understands that he or she uses the property, equipment and facilities of County at his or her own risk. The Boarder hereby agrees to hold and save County, its

agents, employees, members, officers, officials, and contractors harmless from each and every claim, demand, liability or other obligation which may arise or be connected with loss, injury or damage to Boarder or his property or to the Rider or his property. The Boarder agrees and covenants never to bring any action at law or inequity against County, its agents, employees, members, officers, officials, and contractors or on behalf of a Rider, whether a minor or an adult, arising from or relating to any injury, damage or other loss to person or property suffered by the Boarder or Rider, connected with the use of County's property, equipment, or facilities; and the Boarder shall defend and indemnify the County, its agents, employees, members, officers, officials, and contractors against any such claims or actions brought by Rider or on Rider's behalf with respect to use of County or injury or damages alleged involving the Boarder's or Rider's person, property, equipment or facilities, or the County, its agents, employees, members, officers, officials, and contractors.

SECTION 10. RULES AND REGULATIONS.

Boarder hereby agrees to abide by the rules and regulations of County and Little Creek Horse Farm and Park as amended from time to time. Boarder hereby acknowledges receipt of one copy of the current rules and regulations as provided by the County.

SECTION 11. LIABILITY INSURANCE.

Boarder warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting Boarder and County from any and all claims arising out of or relating to this AGREEMENT. The County is not responsible in the event of the death of Boarder's horse. Therefore, Boarder is advised to obtain mortality insurance in order to protect their investment.

SECTION 12. COUNTY'S RIGHTS AND REMEDIES.

- A. All rights and remedies of County under this Agreement shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion arises.

SECTION 13. ENTIRE AGREEMENT.

This Agreement together with the rules and regulations referred to herein and the Rider's Release Agreement, if any, constitute the entire agreement between the parties hereto and there are no other agreements between the parties hereto except as expressly set forth herein. No representations, oral or written not incorporated herein shall be binding on the parties. Unless specified in this Agreement, no amendment or modifications of this Agreement shall be enforceable unless approved by action of the County.

SECTION 14. GEORGIA LAWS GOVERN.

This Agreement shall be governed and interpreted exclusively by and under the laws of the State of Georgia. UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE

INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

SECTION 15. VENUE.

This Lease Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in DeKalb County, Georgia.

SECTION 16. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall bind and inure to the benefit of their heirs, successors, executors, and administrators, and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. This Agreement may NOT be assigned by BOARDER without the express written consent of Barn Supervisor. Nothing herein shall be construed as creating any personal liability on the part of any officers, representatives, servants, or employees of County.

SECTION 17. SEVERABILITY.

In the event any provision of this Lease Agreement is held to be unenforceable for any reason, the remainder of the Lease Agreement shall be in full force and effect and enforceable in accordance with its terms.

SECTION 18. FORCE MAJEURE.

Neither County nor Boarder shall be required to perform any term, condition, or covenant in this Agreement so long as such performances is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of County or the Boarder and which by the exercise of due diligence County or Boarder is unable, wholly or in part, to prevent or overcome.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

Boarder

DEKALB COUNTY, GEORGIA

By:

Signature

Name of Boarder (Typed or Printed)

by

Dir.SEAL)

Lorraine Cochran-Johnson
Chief Executive Officer
DeKalb County, Georgia

Date

APPROVED AS TO SUBSTANCE:

ATTEST:

Barn Supervisor Signature

Tamara Dillard
Barn Supervisor (Typed or Printed)

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

**LITTLE CREEK HORSE FARM
MANAGER**

APPROVED AS TO FORM:

By:

Signature

County Attorney Signature

David Flaherty
Name of Horse Farm Manager
(Typed or printed)

County Attorney Name (Typed or Printed)

EXHIBIT "A"
GENERAL BOARDER AND RIDER INFORMATION FORM

Please provide the following information for our records:

Boarder Name (Please print): _____

Home Address: _____

Home Phone Number: _____

Work Phone Number: _____

E-Mail Address: _____

Emergency Contact Person
& Phone Number: _____

Signature: _____

Authorized Riders* of the Horse(s) identified in the HORSE BOARDING AGREEMENT
AND RELEASE:

1. Name: _____
Contact Number: _____
Email: _____

2. Name: _____
Contact Number: _____
Email: _____

3. Name: _____
Contact Number: _____
Email: _____

4. Name: _____
Contact Number: _____
Email: _____

*Changes to Boarder, authorized Riders or Rider information shall be updated and provided to the County on a monthly basis. Provide additional sheets and rider information as necessary.

**EXHIBIT “B”
SERVICES PROVIDED BY THE COUNTY**

Standard Services – Provided with monthly Boarder payment of \$850.00.

Hay	Daily
Feed	2 X Daily
Water	3 X Daily
Turn out to Pasture/Paddock	Daily Weather Permitting or other Circumstances
Stall Cleaning	1 X Daily
Stall Bedding	Stalls will be maintained with a 2” min. of bedding

Enhanced Services – Provided with additional costs to Boarder.

REQUESTED SERVICE		Current Fee	2024 Fee
Blanketing Full Service – Cold Weather PM Apply Blankets - AM Remove Blankets	Monthly	\$40.00	\$40.00
Blanketing Partial Service – Cold Weather AM Remove Blankets	Monthly	\$20.00	\$20.00
Misc. Horse Equipment (i.e., Fly Mask, Cribbing Collar)	Monthly	1 Item \$25.00 2+ Items \$35.00	1 Item \$25.00 2 + Items \$35.00
Extra Bedding Approved by Barn Supervisor	Per Bag	\$7.00	\$7.00
Special Hay/Feeding Requests Approved by Barn Supervisor	Per Instance	\$2.00	\$2.00
Reserved Paddock	Monthly	\$30.00	\$30.00
Horse Trailer Parking	Monthly	\$150.00	\$150.00
Special Requests by Boarder Approved by Barn Supervisor	Per Request	\$30.00	\$30.00