



**Northwest Missouri State University**  
**STALL RENTAL AGREEMENT AND LIABILITY WAIVER**

**Stall Number** \_\_\_\_

This Agreement is entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_ between \_\_\_\_\_ (“TENANT”) and Northwest Missouri State University (“UNIVERSITY”).

1. This agreement is effective from the date signed thru June 30, 2020. By signing the stall rental agreement, the Tenant agrees to pay three trimesters charges for the one year contract.
2. TENANT states that his/her horse has current health papers and that the horse has no health problems that could result in illness or death of other horses kept at the Northwest Missouri State University Equestrian Facility (“the Facility”). If a horse seems sick, dangerous, or otherwise undesirable, UNIVERSITY has the right to not allow the animal on the premises and to refuse boarding the horse. The following must be presented to UNIVERSITY before a horse may enter the Facility:
  - Completed Stall Agreement;
  - Proof of a current (within 1 year) negative Coggins Test;
  - Completed Boarder Information Sheet;
  - Assumption of Risk, Release, and Waiver of Liability Agreement.
3. This Agreement shall be from trimester-to-trimester and shall be automatically renewed each trimester unless cancelled by UNIVERSITY or TENANT. UNIVERSITY may cancel this Agreement at any time, with or without cause. If TENANT wishes to terminate this Agreement, TENANT must notify UNIVERSITY in writing on or before the 15<sup>th</sup> day of the month to avoid being assessed a boarding fee for the entire trimester. If TENANT’S horse remains in the stall after the termination of this Agreement, a daily Boarding Fee, as described below, will be charged until the horse is removed or the agreement is renewed.
4. Boarding Fees will be assessed to TENANT’S University account each trimester. Boarding Fees include a stall, bedding, water and use of the practice arena. A tack room is available for TENANTS renting stalls 1-22. The fee structure for the 2019-2020 academic year will be as follows:  
Fall Trimester (September to December); Spring Semester (January to April); Summer (May to August)  
\$400 Trimester (\$100 per month) for stalls 1-16;  
\$500 Trimester (\$125 per month) for run stalls 17-22;  
\$10 per day for stalls.
5. Nonpayment of Boarding Fees is handled in the same manner as any other debt to UNIVERSITY. Failure to submit payment within 30 days of invoice will result in eviction.
6. TENANT hereby grants to UNIVERSITY a lien upon TENANT’S property, including equine, located at the Facility to secure the payment of all fees provided for and the performance of all other terms and conditions to be performed by TENANT. If TENANT fails to pay fees when due or within 30 days of written notice from UNIVERSITY or to vacate the premises promptly upon termination of this Agreement, UNIVERSITY may take possession of property in accordance with Missouri law, and upon so taking possession, may sell such property for the amount owed at public or private sale in accordance with Missouri law.
7. Upon termination of the contract by either party, TENANT must:
  1. Remove all personal property, including equine, from the Facility;
  2. Clean and sweep assigned stall and tack room;
  3. Clear and free hay from assigned area;
  4. Place tools, e.g., pitch fork, shovel, apple picker, in the assigned tack room.Any expenses incurred by UNIVERSITY to clean the stall and fix any damage caused by TENANT or TENANT’S horse will be charged to TENANT’S University account.
8. TENANT is responsible for watering their horse daily and providing feed, hay and supplements for their horse. TENANT must make arrangements for someone to feed and water their horse if they are unable to do so. All feed should be kept in an enclosed container so no horse or rodents can gain access to it. For stalls 1-16, hay must be kept in the loft above the assigned stall. For stalls 17-22, hay must be kept in the barn directly outside the stall on the hay pallet marked with the corresponding stall number. Feed or hay cannot be stored in the alleyway of the stall barn or vacant stalls.
9. TENANT is responsible for keeping his/her stall clean. Regular inspections will be conducted. If the stall is not adequately cleaned, TENANT will be asked once (verbally or in writing) to clean it. If not adequately cleaned within the requested time, UNIVERSITY will terminate this Agreement and TENANT will be required to evacuate the stall immediately.
10. Tack rooms for stalls 1-22 will be assigned as noted below:

Stalls	Tack Room	Stalls	Tack Room	Stalls	Tack Room
1, 3, 5, 7	#1	2, 4, 6, 8	#2	17, 18, 19, 20, 21, 22	#5
9, 11, 13, 15	#3	10, 12, 14, 16	#4		

TENANT is responsible for his/her assigned tack room regardless of whether TENANT uses it. Saddles, bridles, blankets, feed, etc. shall be kept in the tack room and not in the aisles or vacant stalls.

11. TENANT may NOT switch stalls/runs without prior written approval from UNIVERSITY. TENANT may exchange their own horse during the span of this Agreement, but proof of current negative Coggins and a boarder information sheet must be presented to UNIVERSITY prior to horse(s) entering the Facility.
12. Stall allocation is at the discretion of UNIVERSITY. UNIVERSITY reserves the right to move horses in the case of stall repair, behavioral problems, special events, or any other reason. UNIVERSITY reserves the right to evict any horse due to lack of proper care or management, or problems with the horse.
13. TENANT is financially responsible for any damage to the Facility, including the stall, window, bars, gate or any other UNIVERSITY owned property within the barns, including the barn structures, occurring as a result of the TENANT'S actions or those of his/her horse.
14. TENANT must be in control of his/her horse when it is not in the assigned stall. TENANT shall not turn their horse out in the alleyway of the stall barn to exercise on its own.
15. UNIVERSITY is not responsible for any damages to TENANT'S property, including equine. UNIVERSITY is not liable for any lost or stolen property, including equine. Nothing in this Agreement shall be construed as a waiver of UNIVERSITY'S sovereign immunity.
16. **TENANT releases, waives, and forever discharges any and all claims of negligence against UNIVERSITY, including its officials and representatives, that relate in any way to this Agreement or participation in any activity at the Facility. TENANT further agrees to indemnify and hold harmless UNIVERSITY, including its officials and representatives, from any and all claims, demands, or causes of action, including attorney's fees, arising from TENANT'S negligence or willful acts while participating in any activity at the Facility.**
17. Third parties are not permitted at the Facility unless prior approval is obtained from UNIVERSITY. TENANT is responsible for obtaining UNIVERSITY approval for any third party who accompanies TENANT to the Facility. Such approval includes requiring the third party to complete UNIVERSITY'S liability waiver, a copy of which may be obtained from the Facility office. The TENANT is responsible to return the form to the Facility Services office. TENANT is responsible for the actions of any third party who accompanies him/her to the FACILITY. **TENANT further agrees to indemnify and hold harmless UNIVERSITY, including its officials and representatives, from any and all claims, demands, or causes of action, including attorney's fees, arising from the negligence or willful acts of any third-party who accompanies TENANT to the Facility.**
18. UNIVERSITY reserves the, right but is not required, to contact a veterinarian if UNIVERSITY believes that there is an emergency situation in which TENANT'S horse needs medical attention and TENANT cannot be reached. If no veterinarian is specified on the boarder information sheet, or if the specified veterinarian cannot be reached, UNIVERSITY may contact a veterinarian of its choosing. TENANT will be responsible for any charges incurred.
19. Alcohol is strictly prohibited at the Facility.
20. TENANT must attend barn meetings as scheduled. Failure to attend the meetings without a valid excuse will result in a written warning. A second absence without a valid excuse will result in eviction.
21. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri. Venue shall be exclusively in the state of Missouri for any action or proceeding arising from or related to this Agreement.
22. Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remaining parts, terms and provisions shall continue to be valid, legal and enforceable.

UNIVERSITY reserves the right to discontinue this Agreement without notice to TENANT if UNIVERSITY determines, in its sole discretion, that TENANT has violated Facility or UNIVERSITY policies, including, but not limited to, those listed in this Agreement. UNIVERSITY reserves the right to alter the Facility and/or Boarding Fees at any time.

**WARNING: Under Missouri law, an 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 Revised Statutes of Missouri.**

I, the undersigned TENANT, hereby state that I have read and understand this Agreement. I further understand that this Agreement contains a negligence/liability waiver and indemnification agreement. By signing this Agreement, I understand that I agree to be bound by the terms contained herein.

\_\_\_\_\_  
UNIVERSITY OFFICIAL SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNIVERSITY ID NUMBER



**Northwest Missouri State University**  
**2019-2020**  
**Boarder Information Sheet**

**Horse's Name:** \_\_\_\_\_

**Description/Markings:**

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**Height:** \_\_\_\_\_ **Gender:** \_\_\_\_\_ **Horse's Age:** \_\_\_\_\_

***Proof of Current Negative Coggins test must be attached***

**Tenant's Name:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

**Secondary Phone Number (cell, work, etc.):** \_\_\_\_\_

**Other Contact Person:** \_\_\_\_\_

This should be a person that is able to make decisions regarding your horse or you in the case of an emergency and are unable to be reached.

**Primary Phone Number:** \_\_\_\_\_

**Secondary Phone Number (cell, work, etc.):** \_\_\_\_\_

*As stated in item #17 of the stall agreement, in the case of an emergency regarding your horse the University will make every attempt to contact you or the other contact as listed above. We ask that you provide the following information so your horse may be given the proper attention if it is deemed necessary.*

**Veterinarian:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

This should be a local veterinarian that you wish to be contacted in case of an emergency you are unable to be reached.

**Farrier:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

This should be the farrier that you wish to be contacted in case of an emergency you are unable to be reached.

**Trailer License Plate State & Number:** \_\_\_\_\_

*The above information along with a picture of your horse will be posted on a stall card that will be kept in a binder in the stall barn by the phone so that you may be contacted in the case of an emergency.*