

EQUINE BOARDING AGREEMENT

This Equine Boarding Agreement (the "Agreement") is being entered into by

Name _____ (Known as 'Boarder' for the terms of this contract)

Address _____

AND

Stable Name: **Creekside Stable** Address: 5180 Diehl Road, Mohnton, PA 19540.

Operated by **Kristen McCloskey** (Known as 'Stable Management' for the terms of this contract)

Boarding agreement commences as of _____, 20____ between Boarder and Stable Management

1. Term. The term of this agreement shall commence on the date stated above and shall be renewed on the first of every month; unless canceled by a thirty (30) day written notice given by either party, or a lapse in payment not discussed with Stable Management.

2. Identification of Horse. Boarder's horse(s) to be housed by Stable ("Horse" or Horses")
If more room needed, please use the back of this page.

a. _____ (Registered name and Number)

_____ (Barn Name)

_____ (Breed, color and distinguishing markings)

_____ (Sex) _____ (Age) Value of the Horse \$ _____

Insured (if so Policy # and Insurance Carrier) _____

b. _____ (Registered name and Number)

_____ (Barn Name)

_____ (Breed, color and distinguishing markings)

_____ (Sex) _____ (Age) Value of the Horse \$ _____

Insured (if so Policy # and Insurance Carrier) _____

3. Boarder's Contact Information

Name _____ Address _____

Cell phone _____ Home phone _____

E-mail _____ Driver's License # _____

Work Phone _____ Workplace _____

Level of experience with horses in general _____

Medical Conditions/Allergies _____

Emergency Contact:

Name _____ Address _____

Office phone _____ Cell phone _____

Home phone _____ Relation to Boarder _____

If other emergency contacts are wanted to be known, please list on the back of this page.

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4. Ownership of/Authority over Horse

a. Boarder represents and warrants that they are the owner of the record of said Horse(s), or that they have express authority of the Owner of the record to enter into this Agreement and to house Horse(s) with Stable. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder.

b. Identification of Owner of Record if Different Than Boarder

If Boarder is not the owner of record of Horse, the owner of record is:

Name _____

Address _____

Work phone _____ Cell phone _____

Home phone _____ E-mail _____

c. Owner MUST be made aware of Horse(s) Boarding address and is to be given Stable Management contact information at the responsibility of the Boarder

d. Stable Management holds the right to contact the legal Owner of said Horse(s) at any time for any reason and does not have to tell Boarder of the exchange.

5. Deposit

A nonrefundable deposit of one-half months board is required to reserve a spot at our facility. If said spot is reserved and then canceled within 30 days, the deposit is forfeited.

The nonrefundable deposit will be credited towards the 1st month's board fee when the horse arrives on the scheduled date and within 30 days of the commencement of this agreement.

Deposit received on _____ Expected Arrival Date _____

6. Boarding Fee

E-MAILED INVOICES for the next month's board fees are sent out approximately a week before the end of the current month. Board is DUE on the 1st day of each month. Payment received on or after the 5th of the month will incur a \$25.00 late fee. Any post-dated check is an automatic \$25.00 fee incurred upon the unpaid balance. There is a \$30.00 fee for returned checks.

Payments shall first be credited to accrued late fees and returned check charges, then board fees.

Barn Management reserves the right to add surcharges without notice, esp Hay Surcharges

Full Care Stall Board Main Barn \$ _____ Full Care Stall Board Barn 3 \$ _____

Field Board \$ _____ Self Care Board \$ _____

b. New boarders arriving mid-month will be charged a per day rate determined by Stable Management.

7. Damages

Damages to Stables facilities include but not limited to: fences, buildings, equipment, stall items (buckets, feeders, stall interior, wood or metal), and any other damage deemed by Stable Management to have been caused by Boarders said Horse(s) in a manor also deemed by Stable Management to be other than 'normal wear and tear' will be billed and expenses reimbursed by said owner and given 14 days to pay for said items.

8. Stable's Services

Stall Boarded Horses

a. Stable agrees to provide a stall for Horse which will be mucked daily.

b. Horse(s) will be provided with turn-out time at Stables discretion and weather permitting. However, Stable cannot guarantee a given schedule for turn-out. If you have a turn-out request, it must be written on the stalls dry erase board AND notice given to the Stable Management. Last-minute requests are upon availability of Stable Management.

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c. Horse will be fed grain, up to 6 pounds daily and hay, up to 6 flakes daily by the Stable. Any and all other supplements or feeds that are not provided by the Stable are responsibility of Boarder to provide and replace as needed. If grain or hay amounts exceed the included amounts, a surcharge will be added to the "Base Stall Fee" as indicated on Page 2, Item 6, of this agreement.

d. Stall Bedding will be provided and maintained at depth per managements discretion. Any additional bedding will incur an additional charge, whether by request of Boarder or if Horse is on stall rest due to an injury.

Field Boarded Horses

a. Stable agrees to provide a 24/7 turnout shed/shelter & grain and hay as needed per seasonal and dietary needs.

b. Horse will be fed grain, up to 6 pounds daily, by the Stable. Any and all other supplements or feeds that are not provided by the Stable are responsibility of Boarder to provide and replace as needed. If grain amounts exceed the included amounts, a surcharge will be added to the "Base Field Fee" as indicated on Page 2, Item 6, of this agreement.

c. If Field Boarded horse requires a stall for injury or if requested for inclement weather (subject to stall availability) a surcharge will be incurred at a rate determined by Stable Management.

d. Horses may be pulled in for vet, farrier, ect and put in a smaller area if space available, at Stable Management's discretion, with prior permission by Stable Management, and a possible incurrence of a fee

All Boarded Horses

a. Stable Management reserves the right to take pictures and weight tape Horse(s) as needed, for medical or any reason deemed necessary by Stable Management

b. Boarder agrees to pay a Hay Surcharge when required by Stable Management as seen needed by Stable Management

c. Boarders SHALL NOT

-Use their own bedding or add additional bedding to stalls

-Muck stalls without permission of Stable Management (Picking stalls is permitted)

-Feed Horses grain or hay without knowledge of Stable Management

d. Bug Check is a MANDATORY oral supplement given daily from early Spring to late Fall for the control of Fly and Internal Parasites. Boarder agrees to this, and to accept to the payment of this supplement fee.

e. Boarders MUST abide by stables deworming program

-Fecals before arrival to Stable

-Fecals done at minimum twice a year (one in Spring and again in Fall/Winter), and as seen needed by Stable Management

-Deworming done by Stable Management, done at least twice a year, or as seen needed by Stable Management via the fecal counts. Deworming products are to be determined by Stable Management; unless medical reasons dictate otherwise.

-Boarder agrees to pay for ALL of the above stated regarding the Stable deworming program

f. Winter Blankets

-If necessary, Boarder is required to provide clean, well-fitting blankets/sheets with Horse(s) name on it

-It is Boarders responsibility to put on and take off Horses winter attire or additional fees may incur.

-Stable Management reserves the right to refuse a blanket/sheet due to lack of cleanliness or ill fit

-Stable Management reserves the right to pull a blanket/sheet off a Horse if item is causing harm to the Horse (rubbing, slipping and risking entanglement, too heavy for a warm day, ect)

-It is NOT Stable Managements job to keep blankets clean, in fitting order, getting items repaired or taking to or from being repaired or to find them in the field if a horse undresses itself.

g. Sheets, Fly Sheets, Fly Masks

-If necessary, Boarder is required to provide clean, well-fitting sheets/masks with the Horses name on it.

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-It is Boarders responsibility to put on and take off Horses warm weather attire or additional fees may incur. Fly Masks will be removed by Stable Management if raining at Stable Managements availability.

-Stable Management reserves the right to refuse a sheet/fly mask due to lack of cleanliness or ill fit

-Stable Management reserves the right to pull a sheet/fly mask off a Horse if item is causing harm to the Horse (rubbing, slipping and risking entanglement, too heavy for a warm day, ect)

-It is NOT Stable Managements job to keep sheets/masks clean, in fitting order, getting items repaired or taking to or from being repaired or to find them in the field if a horse undresses itself.

h. Boarder is required to provide a well-fitting and in good condition Break-Away Halter and a working lead for said Horse WITH a name identifying its Horse in a clear manor. (Whether written or tagged)

i. Stable Management reserves the right to use reasonable and customary restraints and training implements to move said Horse or to keep Horse and/or Stable Management safe as necessary

j. Stable Management will hold horse for vet or farrier at an additional fee and if prearranged with Stable Management

k. Stable Management reserves the right to change grain/hay amounts as seen as needed and to strongly dis-advise/refuse any requests by the Boarder; in the best interests of the Horse(s)

l. Stable Management reserves the right to confront Boarder in terms regarding Horse(s) health care and wellness, and any concerns/prohibited actions by the Boarder on Stable property

9. Horse's Physical Condition/Special Care

Except as specified in this section; to the Boarder's knowledge, said Horse(s) is currently sound, disease-free, in good condition, and not in need of any special care. If exceptions require special care it is on the Boarder to do so.

Exceptions:

10. Horse's Behavior

Boarder states that the Horse exhibits the following behavioral traits:

11. Hours of Visitation/Access to Horse

Boarders are allowed on the premises from 8am - 9pm. Noticed to Stable Management is to be given if access is required outside of said timeframe.

12. Equine Health Care, Trainers, ECT

Boarders are free to choose their own Veterinarian, Farrier, Trainers, Riding Instructors and designated guests. Besides guests with your presence, all other above mentioned services providers MUST be written on the Feed Room Dry Erase Board so Stable Management is aware of their appointment dates and times.

a. ALL Trainers and Riding Instructors MUST have and SUPPLY a current Liability Insurance Certificate to Creekside Stable Management yearly.

b. ALL visitors riding said Horse(s) MUST sign a liability sheet.

c. Stable Management has the right to deny ANY person from the facility property as Stable Management sees fit, without need for explanation; Bringing said persons on facility property may result in termination of this Agreement

13. Veterinary Care

a. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as:

Dr. _____, with _____

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Address _____

Office _____ Cell _____

E-mail _____

If Boarder's veterinarian is unavailable or cannot come in a reasonable time, Boarder authorizes Stable to call the Stable Veterinarian, and that Boarder will be fully responsible for ALL veterinarian charges so incurred. If Stable Management is in a situation to make decisions for said Horse(s) to what monetary amount is the maximum they are to allow treatments to continue and/or what procedures are not authorized for Stable Management to authorize: _____

b. Boarder also agrees that Boarder will keep Horse current on all customary vaccinations, including but not limited to Eastern (EEE), Western (WEE), Tetanus, Flu, EHV (Rhino), Potomac, Botulism, Rabies. Unless a medical reason would deter one of the above AND is discussed with Stable Management and Veterinarian (at the same time) Spring vaccines due by May 30th. Fall vaccines by November 1st. If Boarder provides and administers their own vaccines, they must provide Stable Management with proof of purchase.

c. Boarder agrees to have Horse's teeth checked twice a year and floated per advice of Veterinarian.

d. Boarder agrees to provide a Negative Coggins, a Fecal Count and Vaccine Record PRIOR to arrival to Creekside Stable; Stable Management reserves the right to refuse any Horse brought to Creekside Stable if these documents are not present with the delivery of Horse

e. Appointment dates and times MUST be written on the Feed Room Dry Erase Board so Stable Management is aware

14. Farrier Care

Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Customary is 6-8 week intervals; Stable Management does not permit services to go longer apart then 10 weeks, unless medical reason is discussed with Stable Management and Farrier together.

Boarder's farrier is:

Name _____ Cell _____

Home _____ E-mail _____

Boarder's farrier shall have access to Stable and Horse from 9am to 5pm. If Boarder's farrier is unavailable and Boarder's horse is in need of farrier services, Boarder authorizes Stable Management to call Stable's Farrier, and that Boarder will be fully responsible for all farrier charges so incurred and paid within 3 days of said service.

b. Appointment dates and times must be written on the Feed Room Dry Erase Board

15. Trainer

Boarder's trainer is:

Name (and Business name if one) _____

Cell _____ Home _____ E-mail _____

Certificate of Liability provided to Stable Management? YES/NO

Boarder's trainer shall have access to Stable and Horse from 9am to 5pm.

b. Appointment dates and times MUST be written on the Dry Erase Board so Stable Management is aware

16. Prohibited Activities

a. Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable Management or that Horse(s) owner.

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b. Boarders shall not act, use their own equipment, use the Stables equipment, their Horse, or any other thing in a manner that puts the Boarders safety, the Horses safety, or anyone else's safety into danger or that could damage Stable or other Boarders property

c. Stable Management reserves the right to decide what is deemed dangerous behavior or use, and to be deemed as such can result in termination of this Agreement

17. Authorized Users

Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder's designated users are:

a. Name _____ Cell phone _____

Address _____

Home phone _____ E-mail _____

Emergency Contact Name _____ Number _____

Known Medical Conditions _____

Level of experience with horse's _____

Relationship to Boarder _____

If other persons have permission to use Boarders Horse please list their information on the back of this page

18. Minors

a. Minors 15 years and younger MAY NOT be left without ADULT supervision at anytime

b. Children under the age of 10 years MAY NOT be left UNATTENDED inside the barn, pastures, or enclosed areas horses are housed in, grooming areas, standing or training arenas

c. NO strollers or playpens may be in the above-mentioned areas for safety

d. Helmets MUST be worn at all times by minors under the age of 18 years when mounted, or anytime riders are jumping.

e. Stable Management reserves the right to ask the Guardian of any Minor to remove them from a situation that Stable Management deems dangerous to the safety of the Minor, the Horse, or any other reason

19. Safety and Release From Liability

By Signing This Agreement You Are Giving Up Certain Legal Rights, Including The Right To Recover Damages In Case Of Injury, Death, Or Property Damage, Arising Out Of You Or Your Child's Presence And/Or Participation In Equine Activities At Stable, Including Injury, Death, Or Property Damage Arising Out Of The Negligence Of Stable. Read This Agreement Carefully Before Signing It. Your Signature Indicates Your Understanding Of And Agreement To Its Terms.

a. Helmets and Safety Gear

I understand that it is the recommendation of Stable Management to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members, my horse, or my guests if I or they choose not to use a riding helmet or other appropriate safety gear.

b. Horses are Inherently Dangerous

I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.

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c. I am Responsible for my own Conduct and That of my Horse

I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property. I agree that any damage to other Riders/Boarders and/or their Horses, or damage to Stable property and/or other Boarders property caused my own actions or my Horse(s) is my duty to provide payment for said damages.

d. Release And Waiver Of Liability, And Assumption Of Risk

I take full responsibility for myself and for any guest that I may bring onto the property and will not hold stable, its owners, agents, or employees responsible for accident, injury, or property damage to myself, my guests, or my agents.

e. Death Or Injury To Horse

Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse; absent active negligence on their part.

f. Hold Harmless, Defend And Indemnify

Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

g. Costs, Attorneys' Fees, And Expenses

In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

20. Stable's Remedies

If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

21. Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed and signed off on by Stable Management and Boarder

22. Notices

a. Boarder agrees to a thirty (30) day notice to be given to the Stable Management as to the termination of this Agreement in BOTH Verbal and Written forms. All notices in writing are to be delivered to Stable at the following address, in a manner which provides proof of delivery:

Creekside Stable, 5180 Diehl Road, Mohnton PA 19540 PH: 717-874-7710

b. If Boarder chooses to remove said Horse(s) prior to giving a full and proper notice of cancellation, NO deposit, fees, or remaining balances paid will be refunded including grain, hay or Stable supplements.

c. Notices to Boarder must be in writing and delivered to Boarder at Boarder's address listed above in this agreement, in a manner which provides proof of delivery.

23. Assignment or Transfer

No party may assign or transfer this Agreement without the prior written consent of the other parties.

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24. Entire Agreement

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

25. Comprehension

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

26. Default

Either party may terminate the Agreement for failure of the other party to meet any material terms of the Agreement, including but not limited to the items listed on Barn Rules Sheet

27. Right of Lien

Owner is put on notice that Stable has and may assert an exercise a right of lien, as provided for by the laws of the state of Pennsylvania, for any amount due for board and keep of said Horse(s), and also for storage or other charges due hereunder, and further agrees that Stable shall have the right, without process of the law, to attach a lien to the boarded Horse(s) after two (2) months of nonpayment and Stable can then sell said Horse(s) to recover said losses

28. Nonpayment Stall to Field

Stable Management reserves the right to change a Stall Boarder to a Field Boarder after one month, 30 days, of nonpayment, and will continue to feed/care for said Horse(s)

This agreement shall be governed by the laws of Pennsylvania Venue for resolution of disputes shall be proper in Berks County, Pennsylvania.

BOARDER:

Signed: _____

Name: _____

Date: _____

STABLE:

Signed: _____

Name: Creekside Stable/Kristen Mccloskey

Date: _____