

## Horse Boarding Agreement

THIS HORSE BOARDING AGREEMENT (“this agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between Wye River Winds Appaloosa & Performance Horses (“Stable”) and \_\_\_\_\_ (“Owner”).

In consideration of \$400.00 per horse per month paid by Owner in advance on the first day of each month, STABLE agrees to board the horse (s) described in Exhibit 1 attached hereto and made a part hereof on a month to month basis commencing on \_\_\_\_\_, 2009. Partial months shall be paid on a pro-rata basis based on the number of days boarded in a standard thirty (30) day month.

Deposit: Concurrently with the execution of this agreement, lessee has deposited \$400.00 (1 months board) as security and damage deposit. Provided lessee shall not default in performance of lessee’s covenants, said deposit shall, upon expiration of this lease, be refunded to the lessee, by the lessor. Lessee will give one months notice of departure.

Late Fees and Interest: Boarding/Training fees paid after the tenth (10<sup>th</sup>) of the current month due shall be subject to a late fee of \$25.00 and interest on any unpaid boarding and late fees at the rate of 1.5 percent (1.5%) per month until paid in full.

### **Exhibit 1 DESCRIPTION OF HORSE (s)**

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Registration/Tattoo: \_\_\_\_\_

Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

Number (if applicable):\_\_\_\_\_

Insurance Carrier, Policy and phone number (if applicable):

\_\_\_\_\_

## **Exhibit 2 FEED AND FACILITIES**

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the horse (s).

Feed Name: Reliance 12 Textured      twice a day

Type of hay provided: Alfalfa      twice a day

Any other feed or hay is provided at horse owner's expense

Stalls: 12 x 12 matted (sawdust bedding)

Stalls picked out twice a day

Boarders will be charged for any medications, drugs or supplements including wormer provided and administered by Wye River Winds.

Boarders will be charged for handling of a horse during farrier or vet visits.

Boarder will be responsible to pay farrier and vet.

One (1) saddle rack and one (1) shelf per horse in tackroom.

## **Exhibit 3 VACCINATIONS**

Upon arrival of horse to STABLE, owner shall provide proof of current tetanus, sleeping sickness and influenza vaccinations.

Proof of Tetanus and sleeping sickness vaccines shall be provided by owner to STABLE once yearly and influenza twice yearly.

A negative current Coggins test is required for all horses arriving from out of state.

#### **Exhibit 4 RISK OF LOSS**

During the time that horse (s) is/are in the custody of STABLE, STABLE 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 STABLE's premises. OWNER acknowledges and agrees that STABLE does not carry any insurance on any horse (s) not owned by STABLE, 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. **THAT ALL RISKS RELATING TO BOARDING THE HORSE (s), OR FOR ANY OTHER REASON FOR WHICH THE HORSE (s) IS IN THE POSSESSION OF STABLE SHALL BE BORNED BY OWNER.**

#### **Exhibit 5 HOLD HARMLESS**

OWNER agrees to hold STABLE harmless from any and all claims resulting from any damage or injury caused by said horse (s), OWNER, OR OWNER's guests and invitees, or in any way arising out of the STABLE'S duties under this Agreement, including but not limited to, legal fees and expenses incurred by STABLE in defense of such claims.

#### **Exhibit 6 EMERGENCY CARE**

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number \_\_\_\_\_, should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is hereby authorized to secure emergency e=veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and

payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

**Exhibit 7 STABLE RULES**

OWNER hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

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STABLE may revise there's Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

**Exhibit 8 DEFAULT**

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to Exhibit 8 Stable Rules. In the case of a default by one party, the other party shall have the right to recover/legal fees ad expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by

STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

### **Exhibit 9 ASSIGNMENT**

This AGREEMENT may **NOT** be assigned by OWNER without the express written consent of STABLE.

### **Exhibit 10 NOTICE OF TERMINATION**

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

### **Exhibit 11 RIGHT OF LIEN**

All charges incurred by OWNER shall be paid when due. STABLE shall have, and is hereby granted, a lien on horses (s) for all unpaid charges resulting from boarding horse (s) at STABLE. The OWNER hereby agrees that in the event boarding and other charges, if any, are not paid when due in accordance with this Agreement, the STABLE may retain possession of the horses (s) and thereafter may exercise its lien rights upon ten (10) days prior written notice from STABLE to OWNER by certified mail to OWNER's address set forth below. If the horse (s) is not claimed and all outstanding charges paid by OWNER, including without limitation, all charges incurred prior to, during, and after the notice period set forth above, the OWNER shall forfeit OWNER's title to horse (s) and STABLE may, in its sole and absolute discretion:

- Sell the horse (s) at public sale (except for purposes of experimentation or vivisection);
- Turn the horse (s) over to an animal welfare agency serving Queen Anne's County, or, if there is no animal welfare agency serving Queen Anne's County, to the nearest animal welfare agency; or;
- Turn the horse (s) over to a responsible private individual in Queen Anne's County.

The proceeds of any sale under this **Exhibit 12** shall be applied in the following order to:

- The expenses of the sale; and
- The amount of the indebtedness of the OWNER of the horse (s).

After application of the proceeds as set forth above, any balance shall be held for thirty (30) days for the benefit of OWNER. If the balance is unclaimed after such thirty (30) day period, STABLE shall turn the balance over to the Queen Anne's County Board of Education. The exercise of the rights set forth in this **Section 12** shall not prevent STABLE from taking any subsequent action at law against OWNER for the collection of any money remaining due and unpaid to the STABLE, and for all costs and charges, including without limitation, reasonable attorney's fees and expenses incurred by STABLE in the collection of such charges.

**Exhibit 12 Special Instructions to STABLE**

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THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Maryland. Executed at \_\_\_\_\_ on the date first set forth above.

**David B Walbert** \_\_\_\_\_

**Signature** \_\_\_\_\_

Owner's Name: (print) \_\_\_\_\_

Signature \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

e-mail address: \_\_\_\_\_