



825 Churchland Court, Saugerties, NY 12477

HORSE BOARDING AGREEMENT

WITNESS THIS AGREEMENT THIS _____ day of _____, in the year _____,

by and between _____

ROCKMOUNT EQUESTRIAN CORP., hereinafter referred to as "Stable," and _____, hereinafter referred to as "Owner."

1. FEES, TERM, AND LOCATION. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of New York.

A security deposit of _____, payable with this Contract, shall be refunded to Owner within thirty (30) days of the date of completion of this Contract.

The initial monthly / weekly / daily (circle one) charge, plus tax, applicable to the services as set forth below shall be _____ per day / week / month (circle one).

2. FEED, FACILITIES, AND SERVICES. Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of Stable and are subject to change at Stable's discretion.

3. DESCRIPTION OF HORSE(S) TO BE BOARDED. Owner agrees to submit a fully completed Owner Information Sheets for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

4. RISK OF LOSS AND STANDARD OF CARE DURING THE TIME THAT HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTIONS, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE OWNER, OR OWNER'S GUEST, MAY RECEIVE ON STABLE'S PREMISES.

The owner fully understands that Stable does not carry any insurances on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE TO BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. EMERGENCY CARE. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any or all changes of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

6. LIMITATIONS OF ACTIONS. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

7. **HOLD HARMLESS.** Owner agrees to hold Stable harmless from any and all claims rising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.
8. **OWNERSHIP-COGGINS TEST.** Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.
9. **RULES AND REGULATIONS.** The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain the horse(s).
10. **PROPERTY IN STORAGE OF STABLE'S PREMISES.** Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a Five Dollar (\$5) / day storage cost for all delinquent accounts.
11. **CHANGES OR TERMINATION OF THIS AGREEMENT.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.
12. **SHOEING AND WORMING.** Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so, such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.
13. **RIGHT OF LIEN.** The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.
14. **ENTIRE AGREEMENT.** This contract represents the entire agreement between the parties. No other agreements, promise, or representations, verbal or implied, are included herein unless

specifically stated in this written agreement. This contract is made and entered into in the State of New York, and shall be enforced and interpreted in accordance with the laws of said State.

15. **INHERENT RISKS AND ASSUMPTION OF RISK.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, person or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

16. **ENFORCEABILITY OF CONTRACT.** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Signature of Owner (or Authorized Agent) _____

Signature of Owner's Parent or Guardian _____ (if owner is a minor)

Address: _____

City/State/Zip: _____

Telephone: (Day): _____ (Evening): _____ (Cell): _____

E-Mail Address: _____

Stable Owner: _____

Authorized Agent Signature of Stable Owner:

HORSE BOARDING INFORMATION FORM

OWNER/HORSE INFORMATION

OWNER:

Owner's Name _____

Address: _____

City/State/ZIP: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail Address: _____

HORSE:

Anticipated Arrival Date: _____ Anticipated Departure Date: _____

Horse's Name: _____

Age: _____ Sex: _____ Color: _____

Markings: _____

Does Horse have any dangerous habits? _____ If yes, describe: _____

Preferred Farrier and Schedule: _____ Phone: _____

Preferred Veterinarian: _____ Phone: _____

MEDICAL HISTORY OF HORSE:

Colic: _____ Frequency: _____

Founder: _____ When: _____

Other: _____ Description: _____

Allergies, if known:

Date of last worming: _____ Type used: _____

VACCINATION HISTORY:

TYPE

DATE GIVEN

Encephalomyelitis (sleeping sickness), Eastern & Western Strains

Potomac Horse Fever

Rabies

Tetanus Toxoid

VEE

Other _____

FEEDING PROGRAM:

Hay type: _____ Amount: _____ Frequency: _____

Grain type: _____ Amount: _____ Frequency: _____

Pellets: _____ Amount: _____ Frequency: _____

Supplements: _____ Amount: _____ Frequency: _____

Known allergies to feeds: _____

Special Care Requirements: _____

Emergency Contact Information (if owner cannot be reached)

Name: _____ Phone: _____

Street/State/Zip: _____

Is horse insured?: _____ Insurance Carrier: _____

Policy # : _____ Carrier's Address: _____

Insurance contact for emergencies and phone number: _____

Veterinary emergency contact:

Names: _____ Phone: _____

* This Horse ___ IS or ___ IS NOT considered a surgical candidate in the event of serious illness or injury.*

Owner's Initials * _____

Owner's Signature * _____ Date: _____

STABLE:

Stable Name: ROCKMOUNT EQUESTRIAN CORP.

Address: 825 Churchland Court

Saugerties, NY 12477-4637

Phone (Day): _____ Phone (Evening): _____

Stable's Authorized Signature: _____

STABLE RULES

1. Stable is open from 8:00 a.m. to 6:00 p.m. only. Clients may ride only in the stated hours unless otherwise arranged.
2. Clients must make appointments to visit their horses outside these hours.
3. Absolutely no smoking in the yard.
4. Please keep the yard clear of tack, brushes, halters, hoof pickings or manure – pick up after yourself and your horse.
5. All vehicles must be parked in the parking designated areas.
6. No visitors are allowed in the stables or the fields.
7. Do not feed your horse. If you believe your horse needs its rations increased, please notify the manger. Feeding your horse outside of the regular feeding period can cause disturbance to the other horses.
8. No-one is allowed to ride on this yard without a riding helmet and safe footwear.
9. Always mount and dismount outside, unless you are riding in the indoor arena.
10. No running or shouting in the yard or fields.
11. Always check your tack before riding. The stable will not be responsible for the quality of repair of your tack and will not be held responsible for any injury, accident and/or death associated with using tack in ill repair.
12. All injuries, accidents and damages must be reported to the manager.