

HORSE BOARDING AGREEMENT and LIABILITY RELEASE for

EQUI-VENTURE EQUESTRIAN CENTRE and HORSE RESCUE, Inc

doing business at Gypsy Hill Stables 1444 Brown Road Westminster, MD 21158

www.Equi-VentureEquestrian.com

443-898-2772

PLEASE READ CAREFULLY BEFORE SIGNING

EQUI-VENTURE EQUESTRIAN CENTRE

does not guarantee your safety or that of your boarded horse(s).

It is hereby agreed to as follows: that

DEFINITIONS The term "STABLE(S)" shall herein refer to EQUI-VENTURE EQUESTRIAN CENTRE and HORSE RESCUE, Inc at Gypsy Hill Stables as listed above. The term "OWNER" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal(s) to which this agreement refers. The terms "BOARD" and "BOARDING" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animal(s) by a party who does not generally have financial interests in the animal(s). The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME", or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor.

AGREEMENT PURPOSE AND CONSIDERATION At the commencement of this agreement OWNER agrees to pay the sum of \$_____ plus any additional service fees or feed / hay surcharges per _____ per animal. In consideration for EQUI-VENTURE EQUESTRIAN CENTRE undertaking the board of the animal listed under Clause C. below. Monthly charges are to be paid in advance and are due according to terms listed under Clause D below.

DISCLOSURE OF INFORMATION ABOUT THE OWNER AND THE HORSE TO BE BOARDED by EQUI-VENTURE EQUESTRIAN CENTRE is hereby stated as follows:

1. Name of Horse _____ ID _____
Breed _____ Color _____ Sex _____ Age _____
Current Insurer _____ Pol. # _____
Insurer Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits: _____

Other Pertinent Information: _____

OWNER agrees to complete Boarding Application and Horse Health and Behavior forms.

FEE SCHEBULE FOR BOARDING SERVICES EQUI-VENTURE EQUESTRIAN CENTRE shall provide OWNER with a fee schedule for boarding services in advance of the signing of this agreement, which shall become part of this agreement. There is also an Additional Fees for optional or extra services provided b y this STABLE. Owner agrees to pay all additional fees **OWNER shall apply a signature to this Fee Schedule.**

EQUI-VENTURE EQUESTRIAN CENTRE’S FEE SCHEDULE MAY CHANGE AT ANY TIME. Should such a change be required EQUI-VENTURE EQUESTRIAN CENTRE shall give OWNER no less than 15 days written notice.

A security deposit of \$_____ payable with this contract, shall be refunded to Owner within thirty (30) days of completion of contract as long as the owner has been in good standing for the duration of the contract.

Owner shall pay Manager for boarding services, as described below, \$_____per month or \$_____ per day per horse. Marked boxes indicate services included in Board. Services NOT covered are priced to the left, and/or described below. Any additional requirements, services, descriptions, or agreements will be included on a Boarding Addendum. This addendum will be part of this Boarding Agreement.

- _____ Use of facilities
- _____ Stall Large Small Fans
- _____ Bedding and cleaning 6 days per week
- _____ Use of pasture
- _____ Turning out / bringing in (seasonal and weather permitting)
- _____ Grain maximum of _____lbs per day
(10% sweet feed @ \$_____ per 50 lb bag)
- _____ Hay maximum of _____flakes per day at \$_____ per bale
- _____ Round Hay Bale use of _____ bales per month at \$ _____ per bale
- _____ Worming maximum cost of \$_____ per tube
- _____ Blanket changing, removal or putting on blankets
- _____ Tack cleaning
- _____ Clipping for Show Body
- _____ Grooming
- _____ Tacking up and cooling down
- _____ Exercising
- _____ Training (There will a separate Training contract)
- _____ Scheduled Group Lessons per month (Use It or Lose It)
- _____ Vet/Farrier handling at \$_____ per each _____
- _____ Trailer parking
- _____ Storage of extra tack
- _____ Other _____
- _____ Other _____
- _____ Other _____

PAYMENTS PLEASE NOTE THAT TIMELY PAYMENTS ARE STRICTLY ENFORCED.

A late fee of \$_____ per horse will be charged on payments not received by or on the due date(s). An additional late fee of \$_____ per horse plus a finance charge of 1 ½ % per month (18% annually) will be charged on all accounts 5 days past due. If payment is overdue by 30 days and / or if the board payment is due in installments and the 2nd installment is not paid by the Saturday before the first of next month; THIS STABLE is entitled to a lien against horse for amount due and shall enforce lien and may sell horse for amount due, according to the appropriate laws of the state.

Board payment in full is due on the Saturday before the _____ of each month.

OWNER(S): _____ Date: _____

_____ Date: _____

STABLE MANAGER or AUTHORIZED AGENT :

_____ Date: _____

OR If installments are agreed upon: half of the monthly board amount is due on the Saturday before the _____ of each month and the other half of the board amount is due on the Saturday before the _____ of each month.

OWNER(S): _____ Date: _____

_____ Date: _____

STABLE MANAGER or AUTHORIZED AGENT :

_____ Date: _____

STABLE RULES OWNER has read a copy of EQUI-VENTURE EQUESTRIAN CENTRE's Stable Rules and agrees to follow those rules or any revisions. Stable rules are posted in a conspicuous place in the stable and /or posted on our website.

By signing here; OWNER acknowledges receipt of these rules: _____

BUSINESS / PROGRAM POLICIES OWNER has read a copy of EQUI-VENTURE EQUESTRIAN CENTRE's Policies and agrees to follow those policies or any revisions. The policies are in a binder in the stable's office and /or posted on our website.

By signing here; OWNER acknowledges understanding the policies: _____

EQUI-VENTURE EQUESTRIAN CENTRE'S RIGHT TO REFUSE

BOARD EQUI-VENTURE EQUESTRIAN CENTRE reserves the right to refuse the continuation of board of any horse(s) for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which EQUI-VENTURE EQUESTRIAN CENTRE is not equipped to handle; owner's refusal to obey stable rules or to cooperate with EQUI-VENTURE EQUESTRIAN CENTRE on reasonable requests relative to the management, welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding of horses. In such event EQUI-VENTURE EQUESTRIAN CENTRE shall give OWNER _____ days written notice to remove boarded animal(s) from premises. After all fees have been paid in full, this Agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle EQUI-VENTURE EQUESTRIAN CENTRE to immediately terminate this Agreement, and to keep the animal(s) in EQUI-VENTURE EQUESTRIAN CENTRE'S possession until all fees and charges are paid in full.

BOARDED HORSE HEALTH WARRANTY Each horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for Tetanus, Rhinopneumonitis, Eastern and Western Encephalomyelitis, and a current negative Coggins test. Rabies (unless under MD state regulations), Potomac Horse Fever, West Nile Virus and Strangles are highly recommended. The following up-to-date documents must be presented to EQUI-VENTURE EQUESTRIAN CENTRE by OWNER prior to the entry of horse onto EQUI-VENTURE EQUESTRIAN CENTRE'S premises:

- Vet. Health Certificate Worming and Immunization Record Negative Coggins Test

ROUTINE HORSE CARE REQUIREMENTS The boarded horse(s) must participate in THIS STABLE'S worming, immunization and teeth floating programs, the cost of which shall be borne by OWNER. Also all horses are required to receive competent farrier care at least every 12 weeks. All farrier costs are also borne by the OWNER.

HUMANE SOCIETY STANDARDS OWNER also understands that EQUI-VENTURE EQUESTRIAN CENTRE is a licensed Carroll County equine animal shelter and that ALL horses (includes any boarded horses) must be cared for and records kept by EQUI-VENTURE according to the Humane Society standards and that ALL horses and their records are subject to inspection by the Humane Society at any time.

IN THE EVENT OF BOARDED HORSE ILLNESS OR INJURY Should the horse(s) become sick or injured, THIS STABLE shall attempt to telephone the OWNER immediately. If the OWNER does not immediately inform THIS STABLE regarding measures to be taken, or if the state of the animal's health requires immediate action, THIS STABLE is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services.

VISITOR PERMISSION TO HANDLE HORSE(S) In the event someone other than the OWNER and/or his family members call for the boarded horse(s) at THIS STABLE, such parties shall have written permission or other agreed upon pre-arranged permission to remove, handle, or ride specific boarded horse(s). All visitors must complete and sign Liability Releases, Medical and Personal Information forms.

OWNER ACCEPTANCE OF RESPONSIBILITY OWNER has inspected THIS STABLE's premises and/or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of the OWNER, OWNER's family members, invitee or other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior that are and/or not disclosed to THIS STABLE by the OWNER and/or for any acts of the horse(s) caused by the development of any vices or dangerous behavior. OWNER agrees to maintain personal liability insurance on the boarded horse(s) and to provide THIS STABLE with proof of same. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees, and agents caused by or in relation to the OWNER's boarder horse(s). OWNER agrees to at all times maintain adequate accident/medical insurance to cover OWNER and family members.

OWNER PROVISION OF EQUINE HEALTH OR MORTALITY

INSURANCE OWNER is hereby warned that THIS STABLE'S insurance does not provide coverage for Equine Health or Equine Mortality for any boarded horse. OWNER agrees to provide own Equine Health or Mortality Insurance if so desired.

RELEASE OF LIABILITY In consideration of THIS STABLE undertaking the board and related services under the terms set forth herein, I, the undersigned OWNER, do agree to hold harmless and release THIS STABLE, it's owners, landlords, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to THIS STABLE's ordinary negligence; and I do further agree that except in the event of THIS STABLE's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss of death in the boarded animal(s), and/or sustained by me and/or my minor child or legal ward in relation to the premises and operations of this stable.

INHERENT RISKS AND NATURE OF HORSE WARNING Horseback riding and horse driving is classified as a **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY**, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of and/or from 3 ½ to 5 ½ feet, and the impact may result in injury and/or death to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger.

RIDING HELMET WARNING OWNER is hereby warned by THIS STABLE that all horseback riders as well as handlers, should consider wearing properly fitted and secured protective headgear (equestrian riding helmet), and that wearing such headgear while mounting, riding, dismounting and being around horses, may prevent or reduce severity of some head injuries and even prevent death happening as a result of a kick, fall or other occurrence.

DIRECT LOSS TO PERSONAL PROPERTY WARNING OWNER is hereby warned that while on THIS STABLE's premises direct loss, damage, theft, or injury to OWNER's horse(s), tack, equipment, trailer and vehicle is not covered by THIS STABLE's insurance. The actual OWNER, having financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.

AGREEMENT SCOPE AND TERRITORY This agreement shall be legally binding upon THIS STABLE and the OWNER and the OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into the state of domicile of THIS STABLE and will be interpreted and enforced under the current laws of THIS STATE. If any clause, phrase or word is in conflict with State Law then that single part is null and void. If the STATE LAW provides any additional clauses, phrases or words that are not on this agreement, then those parts are inclusive and legally binding.

LIEN AGAINST BOARDED AND/OR ABANDONED ANIMAL(S) The OWNER hereby grants a possessory lien against the boarded animal(s) to THIS STABLE for the value of all unpaid charges resulting from the boarding and rendering of any other services to the animal(s). OWNER is put on notice that should such charges go unpaid for 30 days THIS STABLE shall consider the boarded animal(s) abandoned and shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE which may include THIS STABLE gaining ownership of and/or selling the boarded animal(s).

ABONDONMENT OF OWNER'S TACK, EQUIPMENT, TRAILER OR PERSONAL PROPERTY THIS STABLE shall consider any tack, equipment, trailer or personal property of the OWNER abandoned if it is left on THIS STABLE'S property for more than 30 days after this contract is terminated by either party. All abandoned items and vehicles then becomes the property of the STABLE.

OWNER RIGHT OF TERMINATION Upon _____ days written notice to THIS STABLE the OWNER may terminate this Agreement for any reason. THIS STABLE shall be paid for all fees incurred up to the termination date. **Animal(s) may not be removed from THIS STABLE until all fees are paid.** After all fees have been paid in full, this Agreement is concluded.

ADDITIONAL AGREEMENTS & ADDENDUMS Additional agreements and addendums should be individually initialed by each party. If none, check box .

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. EACH SPOUSE MUST SIGN:

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

OWNER'S, PARENT'S/GUARDIAN'S, SPOUSE'S or AUTHORIZED AGENT'S SIGNATURE(S):

_____ DATE: _____

_____ DATE: _____

STABLE MANAGER or AUTHORIZED AGENT

_____ DATE: _____