

Boarding Agreement

Stable: Back Acres Farm, 27 Broom St., Plainfield, MA 01070
413-634-5686

Owner's
Name: _____

Owner's
Address: _____

Home
phone: _____

Work
phone: _____

Emergency
Contact: _____

Horse Insured: Yes _____ No _____

Insurance Co.: _____

Phone and ID number:

1. Description of Horse

Name: _____ Age: _____ Colo
r: _____ Sex: _____ Breed: __
_____ Height: _____ Reg./tattoo#:
_____ Veterinarian: _____

Phone: _____

Coggins: _____

Last wormed:_____

Vaccinations and
dates:_____,_____,_____,
_____.

2. Owner will pay the Stable for boarding services, as described below, the fee of \$_____ per month for board in the _____ barn.

A. FULL BOARD: This will include the use of a box stall, bedding and cleaning, feeding of grain of choice and 6 flakes/25 lbs of daily hay, watering, use of the facilities and daily leading to turn out, blanketing as needed at the change of seasons, and handling for vet and farrier (subject to the conditions below), beginning on _____, 201___. Owner must provide his or her own tack, supplements, lead halter and rope, fly mask (mandatory) and fly spray, and blankets appropriate to the season - water proofed as necessary. The Stable will feed the supplements as directed by the Owner. If Owner wishes the Stable to apply fly spray, it must be of the non-toxic variety (natural ingredients). Stable will perform basic blanketing. If daily blanketing is required, there will be a supplement charged of \$3.00 daily.

B. ROUGH BOARD: This will include the following: feed, use of a run-in shed , access to turn-out, periodic dragging and mowing of turnout, use of tack room and feed and bedding storage space, water and electricity as needed, beginning on _____, 201__.

3. The Owner is required to provide for appropriate farrier services on a timely basis, and may use the Stable farriers..

Farrier will set the cost of trimmings and shoeing. There will be a \$10.00 per farrier visit holding charge, above the cost of the farrier, if the Stable holds for the Owner.

4. The boarding fee is due on the 1st day of the month. In the event that the payment is overdue by 15 days, the Stable is entitled to seize the horse for the amount due and shall be entitled to enforce a lien and sell the horse for the amount due according to the laws of the Commonwealth of Massachusetts.

5. While the horse is boarded at the Stable, the Stable will not be liable for any sickness, disease, theft, death, or injury suffered by the horse or any other cause of action arising from or connecting to the boarding of this horse. The Owner assumes all risks. The Owner agrees to hold the Stable harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding, are borne by the Owner.

6. The Owner agrees to hold Stable harmless from any claim caused by said horse and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse to another horse or a person. In the event that the horse causes extraordinary damage to the stall, barn or facilities, the Stable reserves the right to require financial participation by the Owner in any necessary repairs.

7. The Owner is required to provide for appropriate and timely equine dentistry and veterinary care (e.g. vaccinations). Dentist and/or veterinarian will set the cost of these services. There will be a \$5. per visit holding charge, above the cost of these services if the Owner is not present. If unusual medical treatment is needed, the Stable will attempt to call the Owner but, in the event the Owner is not reached, the Stable has the

authority to secure emergency veterinary and/or farrier care. The Owner is responsible for paying all costs relating to this care. The Stable is authorized as Owner's agent to arrange billing to the Owner.

8. The Owner warrants that s/he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test.

9. Either party may terminate this agreement with a minimum of 30 days notice. In the event of a default, the wronged party has the right to recover attorney's fees and court costs, resulting from this failure of either party to meet a material terms of this agreement.

10. The Owner understands and agrees that the Owner's dog(s), if any, are restricted from running loose on the property. If Owner's dog needs to exit the car, then it will be leashed, unless accompanying Owner on a trail ride. Owner is expected to take responsibility for the behavior of his or her dog under these circumstances. The Owner will honor all "No Smoking" signs and other safety rules - specifically the signing of a release form for any of Owner's invitees who may visit the premises and come into contact with any horse - either the Owner's or another. Any visiting children must be strictly supervised and remain under the personal responsibility of Owner at all times.

11. The Owner will provide his or her own medical/vet/grooming supplies and keep them marked and separate. If refrigeration is needed for medical supplies, the Owner may use the barn refrigerator, providing the medication is clearly marked. There may not be any borrowing of medical supplies or grooming tools from either the Stable or another

boarder. If medical attention is needed (e.g. daily bandaging of a wound), the Owner is responsible for this. If the Stable provides this medical attention, there will be a \$3.00 daily charge.

12. The Owner may have a small tack trunk located on one side of the barn hallway. All other equipment must be stored elsewhere, as directed by the Stable. With regard to the New Barn, each Owner has a dedicated overhead storage area, accessible by ladder, for items not in daily use, e.g shipping boots, spare tack truck, out of season blankets, etc. Owner must not access this area without Stable personnel holding the ladder, and specifically holds the Stable harmless from any accident or injury to Owner or others resulting from accessing the overhead storage area.

13. Parking must be in the dedicated parking lot - not on Broom St. or in front of the private residence. Owner may not cross the private yard(s) or gardens surrounding the private residence without express invitation and permission. Owner may not enter pastures of any other animal other than his/her own without being accompanied by Stable personnel.

14. Cross-tying/single-tying must take place in the stalls only. All grooming, tacking, etc. may not take place in the hallways of either barn.

15. Each stall has equi-foam flooring, which is designed to be used with minimal bedding. If additional bedding is desired, or more hay than provided for above, a supplemental fee will be charged by arrangement with the Stable.

RELEASE AND HOLD HARMLESS AGREEMENT

The Undersigned assumes the unavoidable risk inherent in all horse-related activities, including but not limited to bodily injury and physical harm to the horse, rider and spectator. In consideration, therefore, for the privilege of riding and/or working around horses at Back Acres Farm, the undersigned does hereby agree to hold harmless and indemnify the above Back Acres Farm/Penn Moulton individually, and further releases it/her and any other person affiliated with or working for Back Acres Farm from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or to any horse owned by the Undersigned or to any family member or spectator accompanying the Undersigned on the premises.

Owner Signature: Dated:

Print name, address, and telephone number

Warning

Under Massachusetts law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 128, Section 2D of the General Laws.

***** Notes:

Manager, Back Acres Farm