

MAPLE TREE MANOR EQUESTRIAN CENTER
248 DUNLAP ROAD
MEXICO, NY 13903
315-418-6527

Boarding Contract

This boarding contract is entered into on the ____ day of _____, 20____,
by and between Maple Tree Manor Equestrian Center, and:

Owner Info:

Name: _____

Parent or guardian: _____

Owner's Address: _____

Phone Number

() daytime

() evening

Horse Info:

Name: Registered: _____ Barn: _____

Breed: _____ Reg. #: _____

Gender: _____ Age: _____ D.O.B: _____ Color: _____ Additional

Markings: _____

List all injuries, cuts, scars, the said listed horse arrives on property with:

Maple Tree Manor Equestrian Center agrees to accept Owner's horse for boarding, and it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, the Owner and Maple Tree Manor Equestrian Center (Stable) mutually agree as follows:

1. I understand that all board must be paid on the 1st of each month and in advance, or a late fee will apply as follows: Payment after the 5th, but by the 15th of the month, add 8% of balance. In the event payment is overdue on the 16th of the month, Maple Tree Manor Equestrian Center is entitled to enforce a lien against said horse for the past amount due, including the late fee, plus the daily fees incurred based on type of board. In the event said payment is overdue Maple Tree Manor Equestrian Center shall be entitled to exert a lien against said horse, and the property upon the premises as 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. Payment in full will result in Maple Tree Manor Equestrian Center lifting said lien from horse.

Right of Lien. The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of New York, 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 the 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 the 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 fees.

1A. When payment and late fee of an overdue balance is made in full, and before Maple Tree Manor Equestrian Center retains the right of ownership of said horse, owner agrees to include a deposit in the amount of \$100 to retain space for said horse at Maple Tree Manor Equestrian Center. This is in addition to monies owed to Maple Tree Manor Equestrian Center for previous care and care in advance until the end of the billing month. This deposit will be drawn upon at the rate of daily care for said horse in the event payment is overdue again. At the conclusion of the \$100 deposit balance, owner agrees to remove said horse from property.

2. I agree to a \$35 return check charge for each and every time my check does not clear for non-sufficient funds. Cash, a cashier's check, or a money order is expected after the first bad check incident.

3. The horse shall arrive free from infectious disease and have a current negative Coggins test. A health, de-worming and immunization record is required. Maple Tree Manor Equestrian Center reserves the right to refuse horse within seven days of arrival if not in proper health.

4. Maple Tree Manor Equestrian Center reserves the right to notify the owner within seven days of horse's arrival if horse, in Maple Tree Manor Equestrian Center's opinion, is deemed dangerous or undesirable for a boarding stable. In such case, Owner is responsible for removing the horse within seven days and for all fees incurred during the horse's stay.

After all fees have been paid, this contract is concluded.

5. It is the owner's responsibility to carry full insurance, including coverage on his horse and all personal property. All equipment of the owner, situated at the Stable, shall be at the sole risk of the owner. Maple Tree Manor Equestrian Center assumes no responsibility for the loss, care or use thereof during the currency of this agreement, whether or not resulting from the negligence of Maple Tree Manor Equestrian Center, its employees or agents. (It is advised that anything of significant value be secured in a locked cabinet or taken home).

5A. Each boarder will be provided one saddle rack per boarded horse. Each boarder is able to have one medium track trunk and shelf space if available. Unused equipment should not be stored at Maple Tree Manor Equestrian Center Equestrian Center.

6. It is the owner's responsibility to maintain current immunizations, de-worming, farrier care, etc. and present proof of such. The owner is responsible to cover these expenses, which will be billed directly to the owner.

6A. A blank and signed check will be required to be stored in the lock box in the tack room for emergency vet or farrier services.

6B. Owners are requested to have a tube of Banamine and Bute on hand.

7. The Owner will be held responsible for any damages caused by horse or owner and will be required to pay for damages at the discretion of Maple Tree Manor Equestrian Center.

8. I agree to hold Maple Tree Manor Equestrian Center, their agents, and employees not liable for any acts of nature, sickness, accidents, property losses or death for any reasons as I do willingly board, ride or handle animals at my own risk. I agree that any person or persons not directly related to this agreement, whom I allow to contact with my or any horse(s) is my sole responsibility, never left unattended near, next to, on or by any horse(s).

8A. Owners of euthanized horses to be buried on the property of Maple Tree Manor Equestrian Center will be charged \$250 for burial. Payment is due at the time of the burial.

Risk of Loss and Standard of Care. Stable shall not be liable for any sickness, disease, stray, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever arising out of or connected in any way with the boarding of the horse(s). This includes, but is not limited to, any personal injury or disability which the owner(s) may receive while on the premises of the facility. Owner fully understands that Maple Tree Manor Equestrian Center does not carry, on outside horses in its possession, custody or control for boarding, any public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with the boarding of the horse(s) are to be borne by the Owner(s). Maple Tree Manor Equestrian Center strongly recommends equine major medical, mortality and/or loss of use insurance be obtained applicable to the 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 be held liable to Owner for equine death or injury in any amount. Stable recommends that Owner obtain equine insurance for any animals, at Owner's expense. 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 boarding agreement information to insurance company shall be at Owner's risk.

9. I agree I will not provide public lessons or training or any paid services on the side for any reason at/on/in this facility as a boarder. Leasing horse owners must sign their own boarding, training, or lesson agreements. (Training and lesson agreements and/or liability releases are separate if added to any or all boarding agreements).

9A. Full or half leases of horses must have a written contract approved by Maple Tree Manor Equestrian Center. Lessee must sign a release of liability form provided by Maple Tree Manor Equestrian Center.

10. Any questions, service changes or discrepancies should be addressed in writing for successful, workable solutions.

11. The owner agrees to abide by and conform to all rules and regulations relating to the boarding of horses as determined by Maple Tree Manor Equestrian Center.

11A. Outside trainers will be required to pay a ring fee of \$25 per hour.

12. In the event of an emergency, Maple Tree Manor Equestrian Center will make every attempt to contact the owner. Maple Tree Manor Equestrian Center reserves the right to procure veterinary services in emergencies when the owner cannot be reached. Payment for these services will be the responsibility of the owner. Every attempt will be made to contact the vets referenced as your choices.

13. Owner is responsible to sign an authorized medical treatment form in the case of said horse requiring medical treatment or the administering of medication to be done by Maple Tree Manor Equestrian Center. Supplemental medical authorization form to be included on last page

14. Any person(s), other than the horse's owner, having say or given permission to make decisions regarding said horse, will be at Maple Tree Manor Equestrian Center discretion. A written statement, witnessed and signed by owner, stating details will be kept by Maple Tree Manor Equestrian Center.

15. Owner agrees to give Maple Tree Manor Equestrian Center 30 days notice from the first of the month prior to removing horse from facility and boarding arrangements.

15A. Horses coming in after the first of the month will be prorated at a rate of \$16 per day for the balance of the month. Horses that remain on the property after the 30 day notice date will be charged \$25 per day for layover care.

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities including the risk of serious injury and/or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement, Owner hereby assumes all associated risks of injury or death, 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 equines' reaction to such things as sounds, sudden movement and unfamiliar objects, persons or 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, including but not limited to, failing to maintain control over the animal or not acting within such participant's ability.

Photo Release. I, the undersigned, do hereby grant Maple Tree Manor Equestrian Center and its authorized representatives the irrevocable right and permission to photograph and/or record me and to use these photographs and/or recordings for any lawful purpose, including but not limited to advertising, promotion, marketing, and packaging for any product or service.

I understand and agree that these materials will become the property of Maple Tree Manor Equestrian Center and will not be returned. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Furthermore, I waive any right to royalties or other compensation arising or related to the use of the photographs and/or recordings. I hereby hold harmless, release, and forever discharge Maple Tree Manor Equestrian Center from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Photo release authorization signature: _____

OWNER EXPRESSLY RELEASES STABLE FROM ANY AND ALL CLAIMS FOR INJURY AND/OR DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE BY STABLE OR IT'S REPRESENTATIVES, AGENTS, OR EMPLOYEES, DUE TO SUCH INHERENT RISK.

Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement or in later amendments signed and dated by both parties herein. 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.

Board Details:

Type of Board: Board fee: \$ _____ /mo. + 8% tax

To Include: 6lbs of Poulin Challenger, a sufficient amount of hay, to maintain the health and weight of a healthy horse. Grain exceeding 6 lbs /day, specialty feed, extra hay, additional bedding, or any other services or products not included in the reasonable allotment of care, is to be added to monthly board at the actual cost of difference, unless owner provided.

Special feed instructions:

Supplements: (Owner provided):

Horses requiring more than two supplements, supplements must be packaged by owner in small containers.

Turn Out Instructions: (Please note: Any horse with Turn-out privileges will be so, as much as weather permits, based on the judgement of Maple Tree Manor Equestrian Center unless owner reasonably instructs otherwise).

Any other instructions or information about said horse:

Private Paddocks: Horses requiring private paddocks will be charged an extra \$25 per month.

You will be billed for board, lesson, training, or specialty packages in advance. All pick up services are kept track of and charged on the next month's board bill. Partial month services will be pro-rated at \$16 per day.

Having read the above boarding contract, and by signing below, I do agree to all terms.

When Maple Tree Manor Equestrian Center and owner and owner's parent or guardian, if the owner is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

_____/_____/20

**Signature of Maple Tree Manor Equestrian Center, Kathryn Tankersley
or Abigale Dingman, Operations Manager**

Date

_____/_____/20

Signature of Owner, parent, or guardian, if under 18.

Date

Additional notes: