

**WHITE BIRCH FARM LLC  
Horse Boarding Agreement  
1392 North Road  
North Yarmouth, Maine 04097**

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between White Birch Farm LLC, a Maine limited liability company with a mailing address of 1392 North Road, North Yarmouth, ME 04097, hereinafter referred to as "Stable," and

\_\_\_\_\_ with a mailing address of \_\_\_\_\_, hereinafter referred to as "Owner," These parties warrant that they are fully authorized and empowered to enter into this Agreement for boarding horse owned by Owner and described below.

**1. Fees, Terms, and Location**

In consideration of \$500.00 for full board per horse per month paid by Owner in advance on the first day of each month, Stable agrees to board the herein-described horse at its boarding facility at 1392 North Road, North Yarmouth, Maine (the "Premises") on a month to month basis commencing \_\_\_\_\_. Partial month boarding shall be paid on a pro-rated basis based on the number of boarding days in any such partial month. Stable reserves the right to notify owner at any time after the commencement of boarding that the horse that is the subject of this Agreement is deemed to be unfit for boarding services described hereunder, in the sole discretion of the Stable. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for payment of all fees incurred arising from or related to the horse's boarding at the Premises.

Boarding Fees received by the Stable after the fifth day and before the eleventh day of the month in which they are due will be subject to a late fee of \$20.00. Boarding Fees received by the Stable after the tenth day of the month in which they are due will be subject to a late fee of \$35.00.

**2. Description of Horse (Use a separate Agreement for each horse.)**

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

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

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

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

Insurance Carrier, Policy, and Phone # (if applicable):

\_\_\_\_\_

Allergies/Medical Conditions:

\_\_\_\_\_

Veterinarian's Name \_\_\_\_\_ Telephone

\_\_\_\_\_

Farrier's Name \_\_\_\_\_ Telephone

\_\_\_\_\_

Special Instructions

\_\_\_\_\_

### **3. Feed and Facilities**

Stable agrees to provide the following, in addition to normal and responsible care and handling to maintain the health and well being of the horse:

Stable will clean stall daily;

Stable will turn out the horse daily (weather permitting at Stable's sole discretion);

Stable will provide to the horse hay daily; grain will be provided at Owner's expense

Stable will provide water to the horse at all times.

Owner understands and agrees that any and all services provided by Stable may be performed by Stable, its employees, members, managers, agents, and contractors

### **4. Vaccinations, Veterinary Care, Worming, and Farrier**

On or before arrival of the horse to the Premises, Owner agrees to provide proof of current Tetanus, Rabies, Strangles, West Nile, Flu and Rhino vaccinations, and a current negative Coggins Test for the horse. The horse is required to have yearly vaccines (see previous sentence for required vaccines) while boarded at the Premises. Owner must also follow the Stable's de-worming program at additional costs.

### **5. Risk of Loss**

During the period of time covered by this Agreement and thereafter, the Stable shall not be liable for the horse's sickness, disease, theft, death, or injury, whether such loss is sustained on the Premises or elsewhere, or during loading the horse into or unloading the horse from a trailer or transporter of any kind,

or in connection with transporting the horse. Owner acknowledges and agrees that Owner assumes all risk of loss to the horse however caused.

## **6. Hold Harmless**

Owner will defend and, except to the extent caused by the gross negligence or willful conduct of Stable, indemnify Stable and its employees, agents, members and managers, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the horse boarding that is the subject of this Agreement or with the use by Owner of the Premises or any part of Stable's property, or occasioned wholly or in part by any act or omission of Owner, its contractors, subcontractors, or their respective agents, servants or employees and any person or property while on or about the Premises. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Agreement. Without limitation of any other provision herein, neither the Stable nor its employees, agents, members or managers shall be liable for, and Owner hereby releases them from all claims for, any injuries to any person or damage to any property, including without limitation to Owner's horse, sustained by Owner or any person claiming through Owner due to the Premises or any part thereof being in need of repair or due to the happening of any accident in or about the Premises or due to any act or neglect of any other horse owner or of any employee, invitee or visitor of Owner.

## **7. Liability Insurance**

Owner shall at its expense provide and keep in force at all times during the Term of this Agreement or such further time as Owner's horse may be boarded hereunder, comprehensive general liability insurance in which Stable shall be named as an additional insured with the minimum limitation of liability in respect to bodily injury of \$300,000 for each person and \$300,000 for each occurrence, and in respect to property damage of \$100,000 for each occurrence. Such policies shall be issued by insurance companies qualified to do business in Maine, and in good standing therein, and shall provide to the extent obtainable, for at least ten (10) days' notice to each insured before cancellation; and such policies, or certificates thereof, shall be delivered promptly to the Stable prior to delivery of the horse to the Premises and thereafter, each time such policy is issued, renewed or amended.

All machinery, equipment, furniture, merchandise and other property of every kind and nature which may be on or brought upon the Premises by Owner, or

anyone holding under Owner, shall be at the sole risk and hazard of Owner, or anyone holding under the Owner.

## **8. Emergency Care**

Stable agrees to attempt to contact Owner, at the following emergency telephone number(s) \_\_\_\_\_, should Stable feel that medical treatment is needed for said horse. In the event the Stable is unable to contact Owner within a reasonable time, which time shall be judged and determined solely by Stable, Stable is hereby authorized to arrange for emergency veterinary care and/or farrier care by any licensed providers of such care who are selected by Stable, as Stable determines is advisable for health and wellbeing of said horse. The cost of such care shall be due from and payable by Owner within five (5) days from the date Owner receives notice thereof. Stable is authorized to arrange direct billing by said care-provider to the 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 Owner notifies Stable in writing in advance that the horse is not a candidate for any surgical procedure.

## **9. Rules**

Owner hereby acknowledges receipt of a copy of the current Stable Rules, which are incorporated herein by reference. Owner acknowledges and agrees that Owner and Owner's guests and invitees will comply with said Stable Rules and that any violation of any such Rule will be deemed a breach of this Agreement. Owner shall at all times be responsible for the conduct and actions of Owner's guests and invitees while on the Premises. Stable Rules include, without limitation, the following:

- All riders must wear an ASTM/SEI certified helmet at all times when on horseback.
- All riders must have a shoe or boot with a heel.
- No yelling and/or shouting on the Premises.
- No running on the Premises.
- No eating or drinking while riding. No gum chewing on the Premises.
- No smoking or tobacco products anywhere on the Premises.
- Must be respectful to every person and animal on the Premises.
- No dogs allowed on premises.
- Pick up after yourself (including sweeping, pick up manure in barn aisle and ring)

- Keep your designated area in the tack room clean.
- Stable hours: 8 a.m. to 8 p.m. daily
- Every rider or guest (or both parents and/or guardians, in the case of riders under the age of 18) must sign required release form.

Stable reserves the right to amend or expand these Rules from time to time. Owner agrees that such any amended or expanded Rules shall have the same force and effect as current Rules.

### **10. Default; Non-Waiver**

Either party may terminate this agreement for failure of the other party to comply with any material terms of this agreement, including but not limited to Item 9, Stable Rules. In case of a default by one party, the prevailing party shall have the right to recover reasonable attorney's fees and expenses, if any, incurred as a result of said default. Any payment due to Stable under this Agreement shall be due and payable by the tenth day of the month and immediately upon termination of this Agreement. Failure by the Owner to make any payment by the due date shall constitute a default hereunder. No waiver by Stable of any breach by Owner of any of its obligations, agreements or covenants hereunder shall operate as a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Stable to seek a remedy for any breach by Owner be a waiver of Stable's rights and remedies with respect to such or any subsequent breach.

### **11. Assignment**

This Agreement may not be assigned by Owner without the express written consent of Stable, at the sole discretion of Stable.

### **12. Notice of Termination; Notices**

Owner may terminate this Agreement on a minimum of thirty (30) days notice to Stable. All notices must be in writing. The posting of updated rate schedules in a conspicuous or open place in Stable shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

### **13. Remedies**

Owner acknowledges that Stable may seek any and all remedies available under Maine law for non-payment of fees due from Owner under the terms of this Agreement. Such remedies include lien rights prescribed in Title 10 of the Maine Revised States Annotated § 3352.

#### **14. Entire Agreement**

This contract represents the entire Agreement between the parties. No other Agreement, promises, or representation, verbal or implied, are included herein unless specifically stated in the written agreement. This contract is made and entered into the State of Maine, and shall be enforced and interpreted in accordance with the laws of the said state.

#### **15. Enforceability of Agreement**

In the event one or more parts of this agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect. This contract is non-assignable and non-transferable. This contract represents the entire agreement between parties. No other agreement or promises verbal or implied are included unless specifically stated. This contract is made and entered into the State of Maine and will be interpreted under the laws of this state.

Executed at White Birch Farm LLC on the date first set forth above.

Stable's Signature: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Owner's Name Print: \_\_\_\_\_

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

City, State, and Zip Code: \_\_\_\_\_

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

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

Cell Phone: \_\_\_\_\_

Emergency Contacts and Phone:

1.

2.