

# Scarlet Day Farm

163 Center Road  
Gray, Maine  
207.322.6256

[www.scarletdayfarm.com](http://www.scarletdayfarm.com)

## Equine Boarding Agreement

This Agreement dated \_\_\_\_\_  
by and between Scarlet Day Farm,  
here-after referred to as "Stable" located at 163 Center Road, Gray Maine

and

\_\_\_\_\_  
Residing at \_\_\_\_\_

\_\_\_\_\_  
Here-after referred to as "Owner."

These parties warrant that they have the right to enter into this Agreement.

### 1. Fees, Terms, and Location

In consideration of \$600.00 per horse per month paid by Owner in advance on the first day of each month, Stable agrees to board the herein describe horse on a month to month basis commencing on:

\_\_\_\_\_  
Partial month boarding shall be paid on a pro-rate basis based on the number of days in a standard 30-day month. **Stable reserves the right to notify owner within fifteen days of horse's arrival if the horse in the stable's opinion is deemed to be dangerous or undesirable (for any reason) for stable establishment. In such case, owner shall be solely responsible for removing the horse within seven 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.**

Boarding Fees paid between the fifth and the tenth day of the current month due will be subject to a late fee of \$20.00. Fees received after the eleventh will be subject to a late fee of \$50.00.

## 2. Description of Horse

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

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

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

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

Allergies/Medical/ Colic Conditions: \_\_\_\_\_

## 3. Feed and Facilities

Stable agrees to provide the care and feeding outlined in **Appendix A: Schedule and Services**

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

Upon arrival of horse to Stable, proof of current Tetanus, Rabies, Strangles, West Nile, Flu and Rhino, and a current negative Coggins Test is required for the above described horse. All horses are required to have yearly vaccines while boarded at Stable. **Owner must also follow the Stable's de-worming program at additional costs.**

## 5. Risk of Loss

During the time that the horse is/are in the custody of Stable, Stable shall **not** be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse. This includes but is not limited to any personal injury or disability the horse may receive while on Stable's premises. Owner fully understands that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of Stable, are to be borne by Owner.

## 6. Hold Harmless

Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse, Owner, his/her guests, and invitees, including but not limited to legal fees and/or expenses incurred by Stable in defense of such claims. Owner agrees to indemnify and hold stable harmless from any and all claims arising from damage or injury caused by the said horse, to anyone, and to defend stable from any such claims.

## 7. Emergency Care

Stable agrees to attempt to contact Owner, at the emergency number posted on the horses stall 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 then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by Stable, as Stable determines is required for health and well-being of said horse. The cost of such care secured shall be due and payable by Owner within five days from the date Owner receives notice thereof, provided however, that 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 illnesses, unless owner instructs stable in writing that horse is not a surgical candidate.

## 8. Stable Rules

Owner hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference as **Appendix B: Rules of Engagement**.

## 9. Default

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement, including but not limited to Item 9, Stable Rules. In case of a default by one party, the other party shall have the right to recover legal 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 in the event of termination. Failure to make any payment by said due date shall place Owner in default hereunder. Acceptance by Stable of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

## 10. Assignment

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

## 11. Notice of Termination

Owner agrees that **thirty days notice** shall be given to Stable as to the termination of this Agreement. All notices must be issued in writing. 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. Rights of Lien

Owner is on notice that Stable has and may assert and exercise the right of lien, as provided for by the laws of the State of Maine for any amount due for the board and keep of horse and further agrees Stable shall have the right, without process of law, to attach a lien to your horse after two months of non-payment or partial payment and Stable can then sell horse to recover its loss.

### 13. Entire Agreement

This contract and referenced Appendices 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.

### 14. 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.

Notice: 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.

It is advised that each horse in boarding and/or training be insured by it's owner for mortality coverage as well as for theft. Major medical coverage is also recommended. It is also advised that each owner of a horse in boarding and/or training be insured with adequate coverage under their Homeowners policy or some other property insurance.

Recognizing this to be the case, my signature below implies my agreement to hold harmless the Stable and lessor of the barn and property should my horse die or suffer grievous injury while in the care, custody and control of the Stable. My signature also implies my agreement to hold harmless the same parties for any loss of and/or damage to any personal property, which may be stored at or in a trailer owned by the Stable. **My signature implies my agreement to hold harmless the Stable and lessor of the barn and property, should I, Owner, or my horse receive any personal injury and/or death.**

This agreement is subject to the laws of the State of Maine.

**Executed at Scarlet Day Farm on the date first set forth above.**

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

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

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

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| Appendix A: Schedule & Services  |   |  | Board Fee: \$600/mo   |   |
|--|---|--|---|---|
| Start  | End   |  |   |   |
| 7 am   | 7:30  | AM Grain   |   |   |
| 8 am   | 9:30  | Bug Spray, Blanket, Bell Boots, Turn Out, Two Flakes Hay, Water        |   |   |
| 9:30   | 12:00   | Stall/Barn Cleaning – Muck, Water Bucket Wash, Blow Down, Sweep        |   |   |
| 12   | 12:30   | Paddock – One Flake Hay, Water Top Off, Blanket Check                  |   |   |
| 12:30  | 1 pm  | ****   |   |   |
| 3:30   | 5   | Stall Prep, Turn In, Bug Spray, Blanket, Bell Boots                    |   |   |
| 5  | 5:30  | In Stall – Two Flakes Hay, Afternoon Grain, Water Top Off              |   |   |
| 5:30   | 8   | ****   |   |   |
| 8  | 8:30  | In Stall – Two Flakes Hay, Night Grain, Water Top Off, Pick Stalls     |   |   |
| 8:30   | 9   | Arena Maintenance  |   |   |
| 9 pm   | 9 am  | CLOSED   |   |   |
| Services   |   |  |   |   |
| Grain  | <b>Barn Supplied.</b> Included in board. Fed as specified by owner up to 3 times per day. Barn will soak/top dress as directed just before feeding. Currently feeding Carb Safe, Poulin.<br><b>Owner Supplied.</b> Fed as specified by owner up to 4 times per day. Barn will soak/top dress as directed just before feeding. <b>Supplements</b> are Owner Supplied. All <b>medications or homeopathies</b> are Owner-supplied and will be given by barn up to 3 times per day (on feed schedule) per instructions on care sheet. Oral only, no IM or IV. |  |   |   |
| Hay  | <b>Barn Supplied.</b> Choice of first or second cut as specified by owner. Hay is typically fed out 4x per day, but horses needing free choice hay will be accommodated. Owners should specify which cut, and how much hay their horse should receive, based on the nutritional needs of the horse. We use a variety of hay methods – loose, hay nets or hay racks, depending on the horse.   |  |   |   |
| <b>Bug Spray</b><br>Barn will apply @ turn out/in  |   | <b>Fly Masks</b><br>Barn will put on @ turn out and take off @ turn in | <b>Bell Boots</b><br>Barn will put on @ turn out and take off @ turn in | <b>Blankets</b><br>Barn will put on @ turn out and take off or change @ turn in |
| <b>Turn Out</b> – Horses are turned all day unless weather conditions are unsafe. The farm offers medium sized sand paddocks for small group turnout. Horses needing individual turn out can be accommodated. There is rotational access to grazing paddocks.  |   |  |   |   |
| <ul style="list-style-type: none"><li>• <b>Trailer parking</b> available for boarders at no charge. Boarders are responsible for securing the trailer and insuring contents inside and snow removal as needed. <b>Trailering services</b> for a fee of \$2 per mile, after 5:30 p.m.</li><li>• Boarders may work directly with Laura Noyes Dressage staff to arrange <b>training or additional care &amp; services</b> if needed. (i.e. lessons, training, holding for vet/farrier, wrapping, etc.) These additional services are arranged and billed separately.</li><li>• <b>Select, outside non-Dressage trainers allowed under certain circumstances:</b> Arena fee \$10, payable to Scarlet Day Farm; Trainer must be bonded and provide proof of current insurance; Trainer must follow all rules of engagement and not rely on abusive or unsafe training methods. Outside trainers must review and sign the Release of Liability prior to beginning work at the farm. <b>All outside trainers must be pre-approved by farm owners before coming on premises.</b></li></ul> |   |  |   |   |

## **Appendix B: Rules of Engagement**

### **As a boarder at this barn, you will be expected to:**

- ☐ Leave the barn as you found it, respect the spaces extended to you
- ☐ Keep your stall front and area in the tack room clean and tidy
- ☐ Have your horse vetted at least once per year with Coggins, immunizations, dental and general wellness check; farrier care at least every 8 weeks; de-worming at barn request
- ☐ Wear appropriate apparel – heeled boots or shoes always and a helmet when riding
- ☐ Close gates and doors behind you and shut off lights and water when not in use
- ☐ Give right of way in the arena to fellow boarders during lessons with their instructor
- ☐ Note your lesson date/times on the shared calendar
- ☐ Support fellow boarders, be kind to each other, and help each other grow in whatever level of horsemanship they and their horse are working towards
- ☐ Not bring any guest without them, or their guardian if under 18, signing a release of liability and ensure their following of these rules of engagement
- ☐ Directly supervise any children that you bring to the farm

### **As a boarder at the barn, you can expect Scarlet Day Farm to:**

- ☐ Work with you to ensure that your horse is in the correct environment to thrive
- ☐ Keep your horse in fresh food and water, with clean buckets, bedding and paddocks
- ☐ Be consistent in providing the care you outline.
- ☐ Help you feel comfortable and secure that your horse is receiving the best care possible when you are not with him
- ☐ Respect and support your journey with your horse, regardless of your skills, goals and the perceived value of your horse
- ☐ Help you with training by providing consistent, gentle handling and redirection as needed
- ☐ Communicate with you if we think your horse is unhappy or not feeling well
- ☐ Provide you with a pleasant, clean and drama free environment to enjoy
- ☐ Always be kind to you and your horse

### **Scarlet Day Farm is likely not the right place for you if you:**

- ☐ Don't care for your horse properly with regular vet, farrier, dentistry and grooming
- ☐ Rely on abusive training methods or devices to control your horse
- ☐ Allow your horse to be unschooled, rude or destructive to the property without working with him to correct his behavior
- ☐ Are disrespectful to the property or other boarders
- ☐ Don't pay your board, or are repeatedly late paying board

**FAQ's** - We run on schedule and require timely board payments. Board received late will be charged a late fee. We do not provide "rough board". Proof of immunization and wellness required prior to bring the horse on premises. Notice of 30 days to discontinue boarding with us is expected. Scarlet Day Farm only provides the services we outline in our Schedule and Services. We have partnered with Laura Noyes Dressage to provide additional services to our boarders as needed or boarders are welcome to provide themselves.

**The environment here will be organized, peaceful, supportive and kind. Scarlet Day Farm is our home, and home to our personal horses and it will be a welcoming and peaceful place for us, our boarders and clients of Laura Noyes Dressage to enjoy, without exception.**

|  |  |  |                 |  |  |   |  |  |
|--|--|--|-----------------|--|--|---|--|--|
| <b>Care Sheet For:</b>   |  |  | <b>Stall #:</b> |  |  | <b>Date:</b>  |  |  |
| <b>THIS SHEET TO BE PLACED ON YOUR HORSES STALL AND KEPT UPDATED</b> |  |  |                 |  |  |   |  |  |
| Grain  | <input type="checkbox"/> Barn Supplied<br><input type="checkbox"/> Owner Supplied<br><div style="margin-left: 20px;"> <input type="checkbox"/> 7 AM<br/> <input type="checkbox"/> 4 PM<br/> <input type="checkbox"/> 8 PM         </div> <input type="checkbox"/> Amount:<br><input type="checkbox"/> Soak:<br><input type="checkbox"/> Top Dress: |  |                 |  | <input type="checkbox"/> Supplements Pre-Packaged w. Grain<br><input type="checkbox"/> Supplements in SmartPaks<br><div style="margin-left: 20px;"> <input type="checkbox"/> 7 AM<br/> <input type="checkbox"/> 4 PM<br/> <input type="checkbox"/> 8 PM         </div> |   |  |  |
|  | <b>Medication/Homeopathy:</b> _____<br><input type="checkbox"/> 7 AM    Dose:<br><input type="checkbox"/> 4 PM    Dose:<br><input type="checkbox"/> 8 PM    Dose:  |  |                 |  | <b>Additional Care (Laura Noyes Dressage):</b><br>Starting Date: _____<br>Instructions:  |   |  |  |
| Hay  | Barn Supplied 1 <sup>st</sup> Cut<br><input type="checkbox"/> 8 AM (2)<br><input type="checkbox"/> NOON (2)<br><input type="checkbox"/> 4 PM (2)<br><input type="checkbox"/> 8 PM (2)<br><input type="checkbox"/> Free Choice  |  |                 |  | Barn Supplied 2 <sup>nd</sup> Cut<br><input type="checkbox"/> 8 AM (2)<br><input type="checkbox"/> NOON (2)<br><input type="checkbox"/> 4 PM (2)<br><input type="checkbox"/> 8 PM (2)<br><input type="checkbox"/> Free Choice  |   |  |  |
|  | <b>Bug Spray</b><br><input type="checkbox"/> Turn Out<br><input type="checkbox"/> Turn In  |  |                 | <b>Fly Masks</b><br><input type="checkbox"/> On @ Turn Out<br><input type="checkbox"/> Off @ Turn In |  | <b>Bell Boots</b><br><input type="checkbox"/> On @ Turn Out<br><input type="checkbox"/> Off @ Turn In |  |  |
| Blankets   | <input type="checkbox"/> Turn Out<br>Temp:<br><br>Blanket:   |  |                 |  | <input type="checkbox"/> Turn In<br>Temp:<br><br>Blanket:  |   |  |  |
|  | <b>Keep inside when:</b>   |  |                 |  |  |   |  |  |
| <b>Owner:</b>  |  |  | <b>PH:</b>      |  |  |   |  |  |
| <b>Vet:</b>  |  |  | <b>Ferrier:</b> |  |  | <b>Trainer:</b>   |  |  |
| <b>PH:</b>   |  |  | <b>PH:</b>      |  |  | <b>PH:</b>  |  |  |
| <b>Other Info:</b>   |  |  |                 |  |  |   |  |  |

*The care you select on this sheet will be the care your horse receives every day, on schedule.  
 To make changes, please request a new Care Sheet from Scarlet Day Farm Management.  
 If your horse needs additional care, please work with Laura Noyes Dressage to arrange.*





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## Release of Liability

I, [REDACTED] (Boarder Name) have brought a guest with me to Scarlet Day Farm named

[REDACTED] (Guest Name) and I take responsibility to help keep them as safe as possible and ensure that they follow all barn rules while they are here as my guest.

**(Boarder) Signed:**

**Dated:**

### Guest Rules:

- ☐ All Scarlet Day Farm Rules of Engagement, plus:
  - ✓ If you don't know how to keep yourself safe around horses, please do not handle them
  - ✓ Do not give any horses treats or cookies unless approved by their owner
  - ✓ Don't handle, groom or ride anyone's horse without their permission

### Read, Date & Sign:

I understand that there is an inherent risk in being around horses, and that Scarlet Day Farm is an environment where there are numerous horses being handled and ridden at all times. I understand that occasionally, horses act uncontrollably or irrationally, and I could get seriously hurt, or even die as a result of a horse related accident. I understand that horse related accidents happen usually during handling of horses, vs. when riding. I understand that equestrian activities should only be undertaken by people who have education about the task they are performing and agree to work with the person who brought me here to learn how to keep myself as safe as possible while I'm here. I understand that I must remain vigilant when handling the horse as it could spook and become unsafe instantly, even if they are "a good horse".

I have read the information, and have asked any questions I may have of the boarder that brought me here. **After reading this information, I:**

1. Am aware of proper equine handling techniques or will choose to not handle the horses
2. Assume all risk of injury to myself, including broken bones, head trauma, pain & suffering or death
3. Hold Scarlet Day Farm harmless for any and all injury to myself
4. Release Scarlet Day Farm, the property owners, it's agents, employees, volunteers and other boarders from all claims for money damages or otherwise, for any harm to me as a result of any activity while at the property, or around any horse currently housed at the property
5. Understand that this is a high-risk sport and I am participating at my own risk. I hereby assume this risk and further do hereby release and hold harmless the owners of the property, it's agents, employee, volunteers and boarders from all liability for negligence resulting in accidents, damage, injury or illness to myself and to my property.

**Guest Signed:** [REDACTED] **Dated:** [REDACTED]

**Legal Guardian (if under 18):** [REDACTED] **Dated:** [REDACTED]

**Address:** [REDACTED] **Phone:** [REDACTED]

\*\*\*ENDURES FOR ONE YEAR FROM THE DATE OF SIGNING FOR THE ABOVE NAMED PERSON\*\*\*