



Equine Boarding Agreement

This Agreement dated _____ by and between
Scarlet Day Farm, LLC with it's Managing Members Thomas M. Torrey and Alicia A. Peters-Torrey
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 **\$700.00 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 daily use basis fee of **\$30 per partial or full day**. **Owner agrees to Stable minimum training requirements of at least 4 lessons per month with an approved trainer.** 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.

Board is due by the first day of the month. 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. Habitual late payment of board will result in termination of contract.

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, West Nile, Flu and Rhino, and a current negative Coggins Test (36 months in-state, 12 months out-of-state) is required for the above described horse. All horses are required to have yearly vaccines and a Coggins performed at least every 3 years while boarded at Stable. Copies of updated vaccination/Coggins records must be provided to stable. **Owner must also follow the Stable's de-worming program at additional costs.**

Should Stable find that the above described horse is in need of routine/non-emergent veterinary or farrier care, and such care is not being provided by Owner, Stable will notify the owner and expects the requested care to be provided within 10 business days. Owner is strongly advised to procure equine health insurance as Stable expects all equine care to be provided when needed. Failure to adequately provide for the above named equines care will result in termination of this contract.

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. Owner is strongly advised to procure mortality insurance for the above named equine, based on the determined value of the animal.

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. Owner is strongly advised to procure an equine liability policy through their own homeowners or other such insurance for both on and off property coverage.

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.

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 here that horse is not a surgical candidate. **The covered equine _____ (is) _____ (is not) a surgical candidate.**

In the event that the above described equine suffers an ailment or injury necessitating euthanasia, Owner is strongly encouraged to determine and notify Stable of end of life plans ahead of time. Stable cannot accommodate burial on grounds.

8. Stable Rules

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

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 **Appendix B: Rules of Engagement**. 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. This assignment applies in circumstances of leasing, half leasing or transfer of ownership of the above named equine. The Stable reserves the right to refuse new contracted Owner or lessee at the sole discretion of the Stable and requires Owner to secure approval prior to entering into any such arrangement.

11. Notice of Termination or Change

Owner agrees that **thirty days notice** shall be given to Stable as to the termination of this Agreement. Stable **does not issue partial month refunds** in the event that Owner moves horse without appropriate notice. Should the Stable wish to terminate or change this agreement, reasonable time of advance notice of 30 days will be given.

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.

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 Limited Liability Corporation laws of the State of Maine.

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

Stable’s Signature: _____

Owner’s Signature: _____

Owner’s Name Print: _____

APPENDIX A: SCHEDULE & SERVICES		
Schedule		
Start	End	
7 am	7:30	AM Grain, Supplements as Requested
8 am	9:30	Bug Spray/Masks, Blanket, Bell Boots As Requested; Turn Out, One to Two Flakes Hay, Water
9:30	12:00	Stall Cleaning, Bedding, Blow Down/Sweep, Bucket Wash, Hay & Hay Bags
12	12:30	Paddock – One to Two Flakes of Hay, Water Top Off
2:30	3:30	Grain Prep, Stall Prep for Turn In
3:30	4:00	Turn In; Bug Spray/Masks, Blanket, Bell Boots As Requested
4	4:30	One to Two Flakes Hay, PM Grain, Water, Supplements as Requested
8	8:30	Nightcheck Grain, One to Two Flakes Hay, Water Top Off, Wellness Check
8 pm	8 am	CLOSED
Services		
Grain, Supplements and Medications	<p>Barn Supplied. The barn will supply your horse with Carb Safe (Poulin grains) included in your board fee at any amount you specify. This feed is only appropriate for a typical “easy keeper”.</p> <p>Owner Supplied. If you would like a different grain for your horse, we are happy to feed out any product you supply. If you have more than one type of grain, we require you to pre-package each feeding for us in advance. We will keep you updated on your supply, and give you space to store your supplies in the grain room.</p> <p>Supplements. Owner-supplied and will be given by barn up to 2 times per day (on AM/PM feed schedule) per instructions on care sheet. Oral only, no IM or IV. If your horse has more than one supplement per feeding, we require you to pre-package it with their grain, or use SmartPaks. We will give you space to store your supplies.</p> <p>Medications. The barn will dispense medications to your horse if indicated by your vet. We will not nebulize, inject or dispense any medication that is not able to be quickly given – this includes oral meds to a horse that does not easily take medications. A Medication Check Sheet must be filled out and posted above the grain room counter to allow us to avoid medication errors.</p> <p>Soaking/Top Dressing. We typically soak all grain. We will top dress your grain with oils, salt, etc. as you direct. We will help you manage your supply and reordering.</p>	
	Hay	<p>Barn Supplied. We offer very high quality, locally sourced first cut hay and do offer second cut – depending on your horses’ needs. Hay is typically fed out 4x per day, but horses needing free choice hay will be accommodated. We use a variety of hay methods – loose, hay nets or some mix there-of.</p>
<p>Bug Spray, Fly Masks, Bell Boots/Quick Wraps & Blankets: We are happy to accommodate your horse with bug spray/masks, bell boots/quick wraps and blanketing on our turn out/in schedule. These items should be kept on your horses stall, clearly marked and in good usable repair so that we can be efficient in providing this service.</p>		
<p>Turn Out: Horses are turned out all day/every day unless weather conditions are unsafe. This is a judgement call made entirely by barn staff. If we do not turn out for the day, your horse can be turned out in the indoor to exercise. The farm offers medium sized sand paddocks for group turnout. Horses needing individual paddocks or convalescent turn out can be accommodated.</p>		
<p>Miscellaneous:</p> <ul style="list-style-type: none"> • Trailer parking is included in your board. We are not responsible to clear snow from around your trailer. • As a rule, there are <u>no outside trainers</u> allowed, however, in certain circumstances, pre-approved trainers may come in to work with select horses for a fee. This must be discussed with barn owners and scheduled in advance. Any trainer or clinician must be approved and provide proof of insurance binder <u>before</u> arriving for a lesson. • Boarders have free auditing of any clinic here and may be asked to schedule rides after 5 p.m. on clinic/show days. • We allow a fan for your horse in the summer time if you provide a commercial, “barn-safe” model. Due to fire hazard, absolutely no residential fans, heated water buckets or UV Stall Lights are allowed. • Our Facebook page is updated with group communication. Questions or concerns or changes to your horses’ care are to be handled face to face in a confidential & respectful manner with <u>management only</u>. • We are happy to retrieve/hold horses for vet and farrier occasionally at no charge provided that you tell us well in advance, payment for and details about your services has been previously arranged and the horse is able to be cross-tied for the duration of their appointment. We cannot hold your horse for the duration of their visit. • The care we outline above is the care that we will provide – we are not open to providing additional services. 		

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 immunizations, dental and general wellness check; farrier care at least every 8 weeks; de-worming at barn request; Coggins every 36 months
- Wear appropriate apparel – closed toed shoes always and an ASTM certified 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 the instructors
- 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
- Contribute to the overall atmosphere of a low-key, stress-free space for everyone to enjoy
- Communicate problems with barn owners only - in a preventive and respectful manner
- Read and adhere to the posted Arena Safety Rules for both indoor and outdoor arena use
- Read and follow the safety procedures for any rider injury
- 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 we have agreed on
- Help you feel 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 difficult to manage, unschooled, rude or destructive to the property
- Are disrespectful to the property or other boarders
- Don't follow the Arena Rules and jeopardize other boarders safety
- Don't pay your board, or are repeatedly late paying board
- Want facility improvements, specific stalls/paddocks or private arena time
- Want more amenities or services than we provide

Boarders are expected to contribute to our environment which is organized, 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 and our valued clients to enjoy, without exception.



RELEASE OF LIABILITY

Under Maine law, any equine professional is not liable for any property damage or damages arising from the personal injury or death of a participant or spectator resulting from the inherent risks of equine activities. Each participant and spectator in an equine activity expressly assumes all risk and legal responsibility and has the sole responsibility for knowing the range of that person's ability to manage, care or and control a particular equine or perform a particular equine activity. Under Maine Law, Scarlet Day Farm, LLC is required to advise you of your liability by posting signage (found at the stable entrance) and securing your signature on this release of liability form:

All Users of This Facility (Including Guests) Must 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 can happen during handling of horses, or anytime I am around horses. I understand that equestrian activities should only be undertaken by people who have education about the task they are performing and agree to work to keep myself as safe as possible while I'm here. I understand that I must remain vigilant when handling any horse as it could spook and become unsafe instantly, even if they are "a good horse". I understand that I am required to wear appropriate footwear with a closed toe and an ASTM certified helmet while working with any horse on the property.

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.

SIGNATURE:

DATE:

LEGAL GUARDIAN SIGNATURE (if under 18):

DATE:

PRINTED NAME:

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

HELLO, MY NAME IS:



OWNER: _____ **CELL PHONE:** _____

Feed	GRAIN <input type="checkbox"/> 7 AM (Morning) <input type="checkbox"/> 4 PM (Turn In) <input type="checkbox"/> 8 PM (Nightcheck)	SUPPLEMENTS <input type="checkbox"/> 7 AM (Morning) <input type="checkbox"/> 4 PM (Turn In)	IS THIS HORSE ALLOWED TO HAVE TREATS AND COOKIES? ___YES ___NO
	GRAIN INSTRUCTIONS <input type="checkbox"/> Top Dress _____ _____ <input type="checkbox"/> Corner Feeder <input type="checkbox"/> Ground Feeder	HAY INSTRUCTIONS <input type="checkbox"/> First Cut <input type="checkbox"/> Second Cut <input type="checkbox"/> Mix First/Second <input type="checkbox"/> Soaked <input type="checkbox"/> Net: ___AM ___Noon ___PM ___Nightcheck	

BUG SPRAY <input type="checkbox"/> Turn Out <input type="checkbox"/> Turn In	FLY MASK <input type="checkbox"/> On @ Turn Out <input type="checkbox"/> Off @ Turn In	BELL BOOTS/QUICK WRAPS <input type="checkbox"/> On @ Turn Out <input type="checkbox"/> Off @ Turn In
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Blankets	OUTSIDE BLANKETING Temp: Blanket:	INSIDE BLANKETING Temp: Blanket:
	Temp: Blanket:	Temp: Blanket:
	Temp: Blanket:	Temp: Blanket:

VET: PH:	FERRIER: PH:	OTHER: PH:
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EMERGENCY CONTACTS:

SPECIAL NEEDS:

THIS CARE SHEET IS TO BE KEPT CURRENT & VISIBLE ON THE STALL FRONT!
The care you select on this sheet will be the care your horse receives every day, on schedule.



Arena Rules

- ✓ *Announce "Door" on entering*
- ✓ *Wait to enter and mount until clear*
- ✓ *Start on the same rein as traffic*
- ✓ *Stay one horse length behind the leading horse*
- ✓ *When passing from behind:*
 - *Do so carefully, to the inside*
 - *Announce your intentions*
 - *Give a wide clearance*
- ✓ *When passing head-on*
 - *Carefully, left shoulder to left shoulder*
 - *Announce your intentions*
 - *Give a wide clearance*
- ✓ *Ride with purpose, and clear intent*
- ✓ *Slow on the inside, fast on the outside*
- ✓ *Yield right-of-way to:*
 - *Riders cantering the long side*
 - *Students in lessons*
 - *Riders working on complex movements*
 - *Riders working patterns or tests*
- ✓ *When Turning*
 - *Check your rear view*
 - *Announce direction first*
- ✓ *No stopping on the track – Move to the inside*
- ✓ *When riding with green horses/beginner riders*
 - *Be alert, give a wide clearance*
 - *Announce transitions so they can prepare*

ALWAYS BE COURTEOUS, KIND & SUPPORTIVE

- ✓ *No Free Lunging, controlled in-hand work only when others are riding*
- ✓ *Keep your horse calm – or wait until others have finished to work*
- ✓ *Be sensitive with your use of a whip – other horses may react to it*
- ✓ *Helmets and proper footwear required – At all times, Absolutely no exceptions*
 - ✓ *Remove all manure, return & neaten up equipment used*
- ✓ *Help create a calm, quiet atmosphere where horse & rider feel supported*

**INJURY PROTOCOL: IN THE EVENT OF ANY RIDER FALL OR HANDLING INJURY, ANNOUNCE "HALT" & ALL RIDERS DISMOUNT
IF RIDER IS VISIBLY INJURED OR APPEARS CONFUSED, KEEP THEM STATIONARY AND CALL 911 IMMEDIATELY
INFORM BARN MANAGEMENT IMMEDIATELY: TOM'S CELL: 207.322.6256, ALICIA'S CELL: 207.322.6282**