

Summerfield Farm
6033 Fisher's Station Road, Lothian, MD 20711
HORSE BOARDING AGREEMENT

Owner's Name: _____ (Owner) Horse's Name: _____

Address: _____

Primary Telephone Number: (_____) _____ Alternate Telephone Number: _____

Email: _____ Alternate Email: _____

DESCRIPTION OF HORSE BEING BOARDED (hereinafter known as "The Horse").

Name: _____ Age: _____ Sex: _____

Color/Markings: _____

By this agreement, made and entered this _____ day of _____, 20__ by and between _____ hereinafter known as "OWNER" and Chesapeake Horse & Pony, LLC., doing business as Summerfield Farm, 6033 Fisher's Station Road, Lothian, MD 20711, hereinafter known as the "FARM".

IT IS HEREBY AGREED AS FOLLOWS:

1. Owner agrees to pay the FARM's boarding rate of \$775 per month.
2. Invoices will be emailed at the beginning of each month. Invoices include board for the coming calendar month, and any services, supplies and fees incurred during the previous calendar month. Invoice payments are due upon receipt. After a 10-day grace period, a late fee of \$5 per day will be assessed for payments received 11 days or more after the invoice was emailed. There will be a \$35 charge for returned checks.
3. Owner shall provide the Farm a current negative Coggins test, and documentation of current immunization status for the horse for Tetanus, Rabies, West Nile, Eastern/Western Encephalitis, Influenza (Flu), Rhinopneumonitis (Herpes) and Strangles. We recommend vaccination against Botulism.
4. Owner gives the FARM permission to contact a veterinarian or farrier as needed if Owner cannot be reached in the event of an emergency. Owner agrees to pay all bills associated with emergency care directly with the Veterinarian. The owner agrees to promptly pay all expenses for all services rendered on behalf of the Horse as well as any trailering, travel or accommodation expenses incurred by the FARM as a result of said medical emergency.
5. Summerfield Farm shall not be accountable for, and owner agrees to indemnify and hold harmless the Farm for any liability damages to the horse of any cause whatsoever, including but not limited to loss, fire, theft or running away, unless caused by the gross negligence and/or misconduct of the FARM, its agents and/or employees. The Owner further agrees to accept sole responsibility at all times for any and all acts of the horse, including but not limited to injury to the FARM's property, personnel, invitees, and agents, or any other persons on the property unless caused by the gross negligence and/or misconduct of the FARM, its agents and/or employees. The Owner understands that the FARM does not carry any insurance on the horse, whether public liability, accidental injury, theft or equine mortality, and that all risks connected with the horse are to be borne by the owner unless caused by the gross negligence and/or misconduct of the FARM, its agents and/or employees. Summerfield Farm suggests that each Owner carry a health and mortality insurance policy on their horse.
6. Owner agrees that the FARM shall not be liable for any direct loss or damage of tack, equipment and/or trailer unless caused by the gross negligence and/or misconduct of the FARM, its agents and/or employees. Owner is hereby advised that, while on the premises, your horse, tack, equipment and trailer are not covered by Summerfield Farm or its insurance carrier.
7. In the event that the Owner/Rider is a minor, the parents signing this form agree to, at all times, be present and fully and completely supervise the minor while the minor is at the FARM.
8. If board remains unpaid for a period of thirty days the Owner hereby grants the FARM, upon thirty days' notice in writing to the Owner, a lien on the animal. After 30 days the FARM may sell the animal along with any registration certificate issued by the

breed association at public sale to satisfy the account. Owner agrees to relinquish title of any and all breed association registration papers upon sale. The proceeds of the sale, after paying all expenses thereof, shall be applied to liquidate the indebtedness secured by the lien including all charges accrued in caring for the animal up to the date of the sale. If the proceeds of the sale are insufficient to cover the indebtedness, the Owner shall pay the difference to the FARM.

9. Owners and their invitees agree to sign a Summerfield Farm Liability Release Waiver prior to handling or riding any horse on the FARM, to wear a certified helmet at all times while mounted.

10. Owners and their invitees agree to abide by the Summerfield Farm Policies & Rules (which may be downloaded from our website www.summerfieldfarm.com).

11. Termination of this Boarding Agreement

- a. The Owner must give the FARM at least 30 days' written notice of termination of this agreement. The Owner agrees to pay any and all outstanding bills in full prior to removing the horse from this FARM. Unearned fees, and the security deposit, less the cost to repair any damages done by the Horse or Owner, will be mailed to the Owner's provided address following departure from the Farm. Failure of the Owner to provide at least 30 days' written notice of intent to terminate this agreement may result in forfeiture of any and all unearned fees paid to the Farm in advance and the security deposit, at the discretion of the Farm.
- b. Summerfield Farm reserves the right to terminate this agreement without cause, whereby the Horse shall be removed from the farm immediately following thirty (30) days' written notice. In such case, the Owner is responsible for all fees incurred during the Horse's stay. Any unearned fees paid to the FARM in advance shall be returned to the Owner upon termination of this Agreement. The security deposit, less the cost to repair any damages done by the Horse or Owner, will be mailed to the Owner's provided address following removal of the Horse from the Farm.
- c. Summerfield Farm reserves the right to terminate this agreement with cause, whereby the Horse shall be removed from the farm immediately following seven (7) days' written notice. With cause actions include stealing, use of illegal drugs, flagrant damage or destruction of Farm property or that of Farm boarders, flagrant violation of Farm policies and rules, abuse of animals, physical or verbal abuse of Farm personnel or family or other Farm boarders. Termination of this contract with cause will result in forfeiture of any and all advance fees paid to the Farm and security deposits. Summerfield Farm reserves the right to ban the Owner from the Farm property during the seven day period and require Barn Owner escort to return to the property to remove the horse.

12. 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. This contract is made and entered into in the State of Maryland, and shall be enforced and interpreted in accordance with the laws of said State.

Are there any medical issues or special care requirements for your Horse that the FARM should be aware of?

I, the, owner/rider/boarder/parent and undersigned, acknowledge that this agreement is entered into in the State of Maryland and will be interpreted and enforced under its law. I, the undersigned, being of legal age and of sound mind and not being under the influence of drugs or intoxicants, have read and understand the foregoing agreement and release. I also acknowledge receipt of a copy of this agreement and am in full agreement with Summerfield Farm's Policies, Rules and Liability Release signed and/or posted on the premises.

Signature of Owner or Authorized Agent: _____ Date: _____

Signature of Summerfield Farm Owner: _____ Date: _____