

Boarding Application/Owner's Information Sheet

Submitted To: Mingo Stables (Fill out one for each horse boarded)

Owner's name _____

Phone no. _____ (home) Address _____
_____ (work) _____
_____ (cell) E-Mail _____

Describe your riding discipline/experience level and how long you've been involved with horses

References:

Names and contact info for stables previously boarded; if never previously boarded, trainers or stables where lessons were taken are acceptable.

Stable name	Contact person	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Vet reference: _____

Horse's name _____
Sex _____ Age/DOB _____ Height _____ hands
Breed _____ Color _____ Markings _____

Does horse have any dangerous propensities or bad habits? (Kicking, biting, cribbing?) Yes or No

If yes, describe _____

Is horse passive or aggressive (circle one) If aggressive, explain to what degree _____

Medical history of horse:

Colic _____ Frequency _____

Founder _____ When _____

Allergies, if known _____

Other _____

Vaccination history; Vet _____ Phone _____

(Date all that apply)

Influenza _____ Encephalitis, Eastern & Western _____ Tetanus _____ Rabies _____

Botulism _____ PHF _____ Rhino _____ Strangles _____ West Nile _____

Other _____

Date of last Coggins Test _____ Results _____

Date of last worming/fecal test _____ Brand/results _____

Date of last Farrier visit _____ Work performed _____

Farrier _____ Phone _____

Date of last Dental visit _____ Dentist _____ Phone _____

Current Feeding/Care Program:

Hay type/daily amt _____
Feed type & brand/daily amt _____
Supplements added (owner provided) _____
Medications added (owner provided) _____
Pasture type/daily hrs _____
Known allergies to feeds _____
Fly spraying, if needed (owner provided) Yes or No (circle one)
Blanketing, if needed Yes or No (circle one)
Special care requirements _____

To be contacted in case of emergency, if owner cannot be reached:

Name Phone number

Name Phone number

Insurance Information:

Is horse insured? Yes or No (circle one)

If yes, fill out information below, if no, continue to Boarding options

Insurance carrier _____

Policy # _____

Carrier's address _____

Insurance contact: _____

Phone _____

This horse is/is not considered a surgical candidate in the event of colic or serious illness (check one).
_____ IS _____ IS NOT

Boarding options:

(check one)

_____ Full board - \$600/month, \$25/day

_____ Field board - \$425/month, \$18/day

Extra monthly services: _____ \$ _____ /month

Total \$ _____ /month

Owner's Signature _____ Date: _____

BOARDING STABLE AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, by and between Mingo Stables, hereinafter referred to as "Stable," and _____, hereinafter referred to as "Owner."

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) 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.

A full month's boarding fee is due upon the horse's arrival. Partial months will be pro-rated the daily charge listed on the rate schedule and are due by the first of the following month.

The boarding fee is due upon the first of the month. A late fee of \$25.00 will be charged for boarding fees received after the first of the month and for every additional 5 days past due thereafter. In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more 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 Commonwealth of Pa.

The initial monthly charge applicable to the services as set forth below shall be **\$600 –or- \$425/month.** (circle one)

2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. Feed, Facilities, and Services. Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefor are as posted in the office of Stable and are subject to change at Stable's discretion.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE (S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE (S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE (S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Stable's premises.

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

_____ Owner's initial

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 AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). 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 INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. Hold Harmless. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

6. Emergency Care. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to 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 STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. Limitation of Actions. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. Shoeing and Worming. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

9. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

10. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. 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.

_____ Owner's initial

11. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

12. Right of Lien. The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, 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 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 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 expenses for which a minimum charge of \$250.00 will be assessed.

13. Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$5.00/day storage cost for all delinquent accounts.

14. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below 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 equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with 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, such as failing to maintain control over the animal or not acting within such participant's ability.

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

16. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT)

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR)

STABLE

RELEASE OF LIABILITY

This Agreement must include a parent or legal guardian signature if the RIDER is under 18 years of age.

WITNESS THIS AGREEMENT this _____ day of _____, _____, by and between Mingo Stables, hereinafter referred to as MANAGER and _____, hereinafter referred to as RIDER, and, if Rider is a minor (under 18 years of age), Rider's parent or guardian, _____.

In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Manager's instructors, employees and agents; Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, 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 equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with 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, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

2. RIDER (OR RIDER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON. In the event rider is a minor, the parent or guardian shall further indemnify, defend and hold Manager harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

Manager

Rider

Parent or Guardian if Rider is a Minor

BARN RULES & REGULATIONS

Boarders are required to follow all rules listed below as stated in The Boarding Stable Agreement. Failure to comply with any of these rules may result in being given notice to leave at the sole discretion of the management.

1. No smoking anywhere, anytime
2. All persons riding horses *must* wear an ASTM/SEI approved headgear & shoes with heels and *must* sign release forms. If you would like a friend, relative or professional to ride your horse you *must* have them sign a release form *first*. All friends, relatives and/or professionals must be accompanied by the Owner unless written permission or a lease agreement is given.
3. Adult supervision required for all minor children under 18 years of age at all times and appropriated forms *must* be signed. Children under 12 years of age must have parental supervision at all times.
4. Prior approval required to bring other pets.
5. All visiting horse's owners/riders *must* sign release forms and present negative Coggins upon arrival.
6. All visitors (including vets, dentists, friends, relatives, other professionals, etc.) must be accompanied by a boarder/owner. No visitors are allowed in the pastures or Bean's Lumber Yard area. Boarders may enter the pasture to retrieve **ONLY** the owner's equine. Owners may not handle any equine other than their own or an animal they have leased without written permission.
7. All trainers/instructors must be pre-approved by the management, provide proof of insurance and sign a Trainer's Facility Use Agreement
8. Access permitted in Bean's Lumber Yard area **ONLY** for bringing horses to and from pastures (no riding, driving or hand grazing) and during Bean's Lumber business hours (M-F 9:00-1:00) for accessing trailers or as a customer of the lumber yard. Advance notice required to access your trailer after Bean's Lumber business hours.
9. Park in designated barn parking only, no parking in Bean's Lumber Yard. No one is permitted to drive under or take down the closed sign.
10. Stable hours are: 8:00AM-10:00PM. Advance notice required for access during off hours.
11. All boarders are required to use Stillmeadow Equine for veterinary services and Joe Osbeck, farrier. Some exceptions can be made but must be pre-approved by the management. Required vaccines are: Flu/Rhino, TTEW & Rabies and an annual fecal count in spring. PHF, Botulism and WNV are all highly recommended.

_____ Owner's initial

12. Any non-stable vet, farrier, dentist or other professional's appointments must be made between the hours of 10:00AM and 2:00PM Monday thru Friday. Please notify barn manager of any and all appointment times.
13. All extra services/favors need to be requested and approved through the management. **Please do not ask any of the staff to do extra services or favors for you or your horse.** Extras will be billed at the end of the month
14. Please report when something breaks so it can be fixed promptly; if jumps or obstacles break in the ring, please remove all broken pieces. Do not leave jump cups or other small items on the ground in the footing, keep them near the mounting block
15. Please clean up horse manure/hair/grooming dirt in the aisle thoroughly and promptly (**BEFORE LEAVING THE BARN TO RIDE AND BEFORE WASHING DOWN**). Sweep dirt into a pile, (not out the door or into stalls) and dispose of in appropriate containers and return tools where they belong. **PROMPTLY pick up any manure your horse leaves in the aisle, ring, paddocks, driveway and road areas.** Do not leave personal belongings/grooming supplies/tack in the aisle, outdoor tie areas or wash rack while you are out of the barn riding, leave these areas ***FREE AND CLEAR FOR THE NEXT PERSON TO USE.***
16. Please do not turn your horse loose in the lower paddock, hand grazing only. Other paddock use must be pre-approved by the management
17. Drama will not be tolerated, be kind, courteous and respectful of other boarders. Be respectful of other boarder's property, always ask before borrowing.
18. The residence, yard, owner barn and connecting paddock on the property is private, please be considerate and respect our privacy.
19. Exercise caution when taking your horse under the closed sign. Go under at the far right or left side and make sure there is plenty of clearance for your horse's head and your saddle.
20. **Always** close and latch all gates properly and keep barn doors shut (unless you find them open), keep the ring gates closed while riding. No lunging in the ring when others desire to ride and no free lunging. Please pick out all manure from the ring prior to leaving, dispose of in the muck wagon, not over the fence.
21. Trail riding allowed on designated trails only, do not stray off mown paths, into farm fields, or onto private property, be respectful of farm crops and property conditions, ***DO NOT RIDE ON TRAILS WHEN WET OR MUDDY.*** Adult supervision required for minor children trail riding.
22. Before leaving, turn off all lights & aisle fans, close barn doors.

I have read and accept all the rules and regulations on this list

_____ Date _____
Owner's Signature