

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

Boarder's Name: _____ (Boarder) 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: _____

Breed: _____ Color/Markings: _____

By this agreement, made and entered this _____ day of _____, 20__ by and between _____ hereinafter known as "BOARDER" 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. Boarder agrees to pay the FARM's boarding rate of \$900 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 5-day grace period, a late fee of \$10 per day will be assessed for payments received 5 days or more after the invoice was emailed. There will be a \$35 charge for returned checks.
3. Boarder 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. Boarder gives the FARM permission to contact a veterinarian or farrier as needed if Boarder cannot be reached in the event of an emergency. Boarder agrees to pay all bills associated with emergency care directly with the Veterinarian. The Boarder 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 Boarder agrees to indemnify and hold harmless the Farm for any liability damages to the horse of any cause whatsoever, including but not limited to injury, illness, loss, fire, theft or running away, unless caused by the gross negligence and/or misconduct of the FARM. The Boarder 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 Boarder 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 Boarder unless caused by the gross negligence and/or misconduct of the FARM, its agents and/or employees. Summerfield Farm suggests that each Boarder carry a health and mortality insurance policy on their horse.
6. Boarder 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. Boarder 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 Boarder/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 Boarder hereby grants the FARM, upon thirty days' notice in writing to the Boarder, 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. Boarder 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 Boarder shall pay the difference to the FARM.
9. The Boarder agrees 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, and to be personally responsible that any of their invitees have also signed a Summerfield Farm Liability Release Waiver and agree to wear a certified helmet at all times while mounted or handling a horse.
10. The Boarder has read and agrees to abide by all Summerfield Farm Policies & Rules (which may be downloaded from our website www.summerfieldfarm.com). The Boarder agrees to be personally responsible for any of their invitees following the policies and rules of the Farm.

11. Termination of this Boarding Agreement

11.a Termination of Boarding Agreement by Horse Boarder

Boarders must give Summerfield Farm at least 30 days' written notice of intent to terminate the Horse Boarding Agreement.

The Boarder is liable for paying for board and any other expenses for the time period covered between the giving of notice of intent to terminate the Horse Boarding Agreement and up to time that the horse and Owner's property are removed from the farm. The Boarder agrees to pay any and all outstanding bills in full prior to removing the horse and property from the farm. The security deposit, less the cost to repair/replace any damages, will be mailed to the Boarder following the departure of the horse and the removal of all of the Boarder's property from the Farm.

Failure of the Boarder 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 Farm Management. (Discretion is reserved for special circumstances beyond the control of the Boarder, such as the death of a horse.)

11.b Termination of Boarding Agreement by Summerfield Farm

11.b.1 Termination Without Cause

Summerfield Farm reserves the right to terminate the Horse Boarding Agreement and ask a Boarder to leave, without cause, with thirty days' written notice.

The Boarder is liable for paying for board and any other expenses for the time period covered between the giving of notice of the farm's intent to terminate the Horse Boarding Agreement and up to time that the horse and Boarder's property are removed from the farm. The Boarder agrees to pay any and all outstanding bills in full prior to removing the horse and property from the farm. The security deposit, less the cost to repair/replace any damages, will be mailed to the Boarder following the departure of the horse and the removal of all of the Boarder's property from the Farm.

11.b.2 Termination With Cause

Summerfield Farm reserves the right to terminate the Horse Boarding Agreement and ask a Boarder to leave, with cause, with seven days' written notice. With cause actions include but are not limited to aggressively dangerous behavior by the horse, stealing (including "adverse possession of personal property" that belongs to someone else) from the farm or another client, 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 or threats directly or indirectly aimed at Farm personnel, family or clients, animals owned by or in the Farm's care, Farm property or property of Farm clients, defamation/libel of Farm (owner/family/staff/clients) direct or indirect including those spread through social media.

Termination of this contract with cause will result in forfeiture of any and all advance fees paid to Summerfield Farm and security deposits.

During the seven day period, we will continue to provide normal care for the horse. However, Summerfield Farm reserves the right to bar the Boarder from entering the farm property during the seven day period. If this is invoked, the owner of the horse will be required to coordinate with the Farm Owner to escort them onto the farm to remove the horse and any other property.

The Boarder is liable for paying for board and any other expenses for the time period covered between the giving of notice of the farm's intent to terminate the Horse Boarding Agreement and up to time that the horse and Boarder's property are removed from the farm. The Boarder agrees to pay any and all outstanding bills in full prior to removing the horse and property from the farm.

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, horse 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 Boarder or Authorized Agent: _____ Date: _____

Signature of Summerfield Farm Owner: _____ Date: _____