



7148 Oriole Road  
Germansville, PA 18053  
484-221-0363

**Horse Boarding Contract**

This **BOARDING CONTRACT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Hill Crest Farm LLC, owned by Lisa J. and William M. Cope 7148 Oriole Road, Germansville, PA 18053 hereinafter designated "Stable" and \_\_\_\_\_, hereinafter designated "Owner". These parties warrant that they have the right to enter into this **AGREEMENT**.

**1. CLIENT INFORMATION:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **(Cell):** \_\_\_\_\_  
**Emergency Contact & Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**2. DESCRIPTION OF HORSE(S):**

**Registered Name and/or Stable Name:**

\_\_\_\_\_

**SEX:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Markings:** \_\_\_\_\_

**3. REPRESENTING AND WARRANTIES OF CLIENT**

Client represents and warrants to Hill Crest Farm LLC as follows:

(a) Client is the owner/lessee of the horse identified above and has all necessary authority to enter into this Horse Boarding contract and is 18 years of age or older.

(b) To the best of Client's knowledge, the horse(s) has not been exposed to any contagious or infectious disease for two weeks prior to the date of this agreement.

(c) The dates of the last immunization of the horse(s) are:

E/W \_\_\_\_\_ Tetnus \_\_\_\_\_ Flu \_\_\_\_\_ Rino \_\_\_\_\_ Coggins \_\_\_\_\_

(d) The horse does not require any special care other than as follows:

\_\_\_\_\_  
\_\_\_\_\_ **Initial:** \_\_\_\_\_

**4. FEES, TERMS AND LOCATION:**

(a) Owner shall pay Hill Crest Farm LLC \$500.00 for each thirty (30) days the horse is boarded with Hill Crest Farm LLC. The board bill shall be payable in advance **on or before the 1<sup>st</sup> day of each calendar month.** A **late fee of \$50.00** will be charged on payment received more than then (5) five days late; plus a finance charge of 1.5% interest/month (18% APR) will be charged on all accounts 30 days past due (**\$45.00**). If payment is overdue by 60 days, Hill Crest Farm LLC is entitled to alien against horse(s) for amount due and enforce lien and sell horse(s) for amount due, according to the appropriate laws of the state. When arriving to Hill Crest Farm LLC the board fee shall be prorated on the basis of a 30 day month for boarding periods less than 30 days. Prorated amount \$16.67/per day.

(b) Each horse will be administered a past wormer upon arrival to Hill Crest Farm LLC and the fee for which will be billed at the time of service.

(c) Owner must provide Hill Crest Farm LLC with a current copy of the coggins and shot record.

(d) Hill Crest Farm LLC will schedule the necessary routine farrier and veterinary care (including dentist) of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder.

(e) **For all checks that are returned for insufficient funds there will be a \$35.00 charge per check in addition to any additional fees paid by Hill Crest Farm LLC.**

**5. INCLUDED IN FULL CARE FEES:**

**Full Care Board will include: \$500.00 a month \_\_\_\_\_**

- \* 2x day choice of equine senior or pellets
- \* 8 flakes of hay 4x day
- \* Daily turnout (**weather permitting & at Farms discretion as to Which pastures will be used**)
- \* Supplements (must be packaged & provided by owner of horse(s))
- \* Stall cleaning 7 days/week. Except on days the Farm is closed: Thanksgiving, Christmas, and New Years Day.
- \* Put on/take off One (1) Waterproof sheet and/or blanket that **OWNER** supplies
- \* Fly masks and fly sprays that **OWNER** supplies
- \* Unlimited use of facilities and equine related amenities

**6. SERVICES NOT INCLUDED IN FULL CARE FEES:**

Administering Medications (client must furnish medicines and supplies)

- Injection: \$10.00 per injection
- Oral Drugs: \$5.00 per dose
- Wrapping Legs (client must supply all material and medication) \$5.00 per pair
- Any damage done to property by horse(s) or person(s) (feed, water buckets, hoses, fence, gates, wood in stalls, etc.) : Amount Varies per item
- Hourly rate to repair damage: \$15.00 per hour
- Hauling fee: \$1.75 a mile/round trip/min \$50.00

**Initial:** \_\_\_\_\_

- Trailer parking: \$50.00 a month

**\*\* Please Note all services listed above are at the soul discretion of Hill Crest Farm LLC. If you would need any other service(s) that is not listed above please let us know.**

**7. RISK OF LOSS:**

Every reasonable precaution shall be taken by Hill Crest Farm LLC to protect the horse(s) or personal property from illness, accident, fire and theft. However, Hill Crest Farm LLC shall not be responsible for any sickness, injury, disease, theft, death or loss suffered by the horse(s) or person, regardless of cause other then gross neglect or illegal act if Hill Crest Farm LLC.

**8. HOLD HARMLESS:**

OWNER agrees to hold Hill Crest Farm LLC harmless from any claim resulting from damage or injury caused by said horse(s), OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Hill Crest Farm LLC in defense of such claims.

**Please note that it is a requirement of all OWNERS and GUESTS to sign the separate HOLD HARMLESS/RELEASE OF LIABILITY AGREEMENT upon arrival to Hill Crest Farm LLC.**

**9. EMERGENCY CARE:**

Hill Crest Farm LLC agrees to attempt to contact OWNER, at the following emergency telephone number (\_\_\_\_\_), and email

\_\_\_\_\_ should STABLE feel that medical treatment is needed for said horse(s). In the event that the OWNER can not be contacted, Hill Crest Farm LLC will act on behalf of the OWNER and secure emergency veterinary care and/or farrier care for said horse(s).

Hill Crest Farm LLC is not an Equine Hospital and will not go above and beyond the normal every day equine care. Should your horse(s) need hospital care on the advice of a Veterinarian and you can not be reached your horse(s) will be transported to the nearest Equine Medical Facility recommended by the Veterinarian. The transportation cost will be \$1.75 per mile made payable to Hill Crest Farm LLC within five (5) days of transport.

If you horse(s) does not need to be transported to the nearest Equine Medical Facility but does need special care per the Veterinarian (example: your horse(s) needs to be hand walked every 2-3hours and feed 4 times a day), and you can not be reached or are away on vacation Hill Crest Farm LLC will provide these services for a fee of \$75.00 per day.

All cost associated with emergency care is the sole responsibility of the OWNER.

**Initial:** \_\_\_\_\_

**10. STABLE RULES:**

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his/her guests and invitees according to these Rules. OWNER acknowledges the Rules included but are not limited to:

- STABLE Safety Rules;
- STABLE Hours of Operation: Summer: 7:30 AM-9:00 PM; Winter:7:30AM – 8:00 PM and Sundays: 7:30 AM to 7:00 PM
- Closed Thanksgiving, Christmas and New Years Day
- Notice of Required Release and Waiver for minors;

Hill Crest Farm LLC may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE'S sole discretion, of OWNER or OWNER'S guests and invitees to abide by Stable Rules may result in Hill Crest Farm LLC declaring OWNER in default hereunder and result in termination of this **AGREEMENT**.

#### **11. 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 #10 **Stable Rules**. In the 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 the Hill Crest Farm LLC under this **AGREEMENT** shall be due and payable by the fifth (5) 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 Hill Crest Farm LLC of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

#### **12. NOTICE OF TERMINATION:**

**OWNER agrees that thirty (30) days Written Notice shall be given to Hill Crest Farm LLC as to the termination of this AGREEMENT. The OWNER also agrees to pay in full the remaining amount which equals (30) days. Example: If the OWNER'S (30) day notice is dated for June 25 the OWNER must pay board up to July 25, even if you decide to leave before the 25th.**

**ABANDONMENT CLAUSE:** The day that you leave this property along with your horse is also the day that you need to take all your tack, tack boxes, equipment, and any other personal property that you brought with you to this farm. It is the **OWNERS** responsibility to make sure they have everything before they leave this property. Hill Crest Farm LLC is not a storage facility. If you leave any belongings on this property for any reason it will be considered abandonment and Hill Crest Farm LLC has the right assume all belongings and do with it as they wish.

#### **13. RIGHT OF LIEN:**

OWNER is put on notice that Hill Crest Farm LLC has and may assert and exercise a right of lien, as provided for by the laws of the State of Pennsylvania for any amount due for the board and keep of horse(s), and also for any storage or other charges sue hereunder, and further agrees Hill Crest Farm LLC shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment and Hill Crest Farm LLC can then sell horse(s) to recover its loss.

**14. SPECIAL INSTRUCTIONS TO STABLE:**

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**Initial:** \_\_\_\_\_

**THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Pennsylvania.**

Executed at Hill Crest Farm LLC on the date first set forth above.

**By:** \_\_\_\_\_  
**Hill Crest Farm LLC**

**By:** \_\_\_\_\_  
**(Owner's Signature and Date)**

**By:** \_\_\_\_\_  
**(Print Name and Date)**

**Attachments:**

- 1. Barn Rules**
- 2. Release of Liability form**