

LD Family Farm

3176 Bennoch Road, Alton, ME 04468

HORSE BOARDING AGREEMENT

Owner's Name: _____

Address: _____

Phone Number: _____ Email: _____

Emergency Contact: _____

Description of horse being boarded (hereinafter known as "the horse")

Registered Name: _____ Barn Name: _____

Breed: _____ Age: _____ Sex: _____

Color/Markings/Description: _____

By this agreement, made and entered into this _____ day of _____, 20____ by and between _____ hereinafter known as "OWNER" and LD Family Farm, 3176 Bennoch Rd., Alton, ME 04468, hereinafter known as "FARM".

IT IS HEREBY AGREED AS FOLLOWS:

1. Owner agrees to pay the Farm's boarding rate for the chosen boarding package (Initial package chosen)

_____ **Full Care Board** - \$425 per month

_____ **Full Care Board w/Private Turnout** - \$455 per month

_____ **Layover Board** - \$100/up to 3 nights, Additional nights \$25/night

_____ **Other Package** (Describe Below) \$ _____

The board rate is subject to change with 30 days' notice.

The Owner agrees to pay the Farm's rate for services, lessons, shows and extras provided per the price list posted on our website www.ldfamilyfarm.com, or provided as a written agreement between the Owner and the Farm and appended to this Boarding Agreement. Rates are subject to change with 30 days' notice.

2. Invoices will be mailed on the 20th of the current month for board due the following month, and all services (training rides, lessons, coaching), supplies and fees incurred during the previous month. Invoice payments are due on the 1st of the month. A late fee of \$15 will be assessed for payments received between the 6th and the 14th of the month. An additional fee of \$25 will be assessed for payments received after the 15th of the month. Non-essential services (training, lessons, coaching, etc.) will be suspended for accounts more than 30 days late and will not resume until the account is in good standing. There will be a \$35 charge for returned checks.
3. Owner agrees that the Horse will adhere to the Farm's deworming, immunizations and Coggins schedules. Owner gives Farm permission to contact a veterinarian or farrier as needed if Owner cannot be reached in the event of an emergency. 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.
4. LD Family 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, it's agents and/or employees. LD Family Farm suggests that each Owner carry a health and mortality insurance policy on their horse.
5. Owner agrees that this 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 LD Family Farm or its insurance carrier.
6. 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 this Farm.

7. If board shall remain 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. The notice must be served by registered or certified mail with return receipt requested, addressed to the address of the Owner as stated above and by email. 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. Provided the Farm complies with the specific terms set forth in this paragraph, 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, and the balance be paid over to the Owner. If the proceeds of the sale are insufficient to cover the indebtedness, the Owner shall pay the difference to the Farm.
8. Owners and their invitees agree to sign an LD Family Farm Liability Release Waiver prior to handling or riding any horse on the Farm and to wear a certified helmet at all times while mounted. Owners and their invitees agree to abide by the LD Family Farm Rules and Policies (provided in this package, posted in the barn and posted on our website www.ldfamilyfarm.com).
9. The Owner must give the Farm at least 30 days' 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.
10. LD Family Farm reserves the right to terminate this agreement, whereby the Horse shall be removed from the Farm immediately following fourteen (14) 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.
11. 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 agreement. This contract is made and entered into in the State of Maine, and shall be enforced and interpreted in accordance with the laws of said State.

Vaccination Requirement:

All horses at LD Family Farm must have a current negative Coggins test (within 3 years for in-state, 12 months for out of state), and owners must provide documentation of current immunization for Tetanus, Rabies and Eastern/Western Encephalitis. We recommend vaccination for West Nile, Influenza, Rhinopneumonitis (herpes) and Strangles.

Deworming Schedule:

Owner is expected to adhere to a rotational deworming schedule or to provide a daily deworming supplement to be added to daily feed.

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 Maine 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 in full agreement with LD Family Farm's Rules and Liability Release signed and/or posted on the premises.

Signature of Owner/Authorized Agent: _____ Date: _____

Signature of Farm Owner: _____ Date: _____