

This BOARDING AGREEMENT is made between the EDDY FARM SCHOOL FOR HORSE AND RIDER ("EFSHR") and _____, owner of horse(s) to be boarded ("Owner"). EFSHR agrees to accept Owner's horse(s) for boarding. This Agreement is non-assignable and non-transferable. Owner and EFSHR agree on the following conditions.

1. **RELEASE FROM LIABILITY:** Owner agrees that EFSHR, its agents and employees are not liable for death, sickness and/or accident, including without limitation consequential damages, suffered by horse(s). Owner agrees to hold EFSHR completely harmless from any claims, damages, causes of actions, liabilities, judgments, settlements, and costs of any kind, including but not limited to attorney's fees, arising out of any injury whatsoever, whether to Owner or to any other person, and/or any loss or damage to personal property, caused by horse(s) or arising out of EFSHR's boarding horse(s).

2. **RISK OF LOSS:** It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Owner's horse(s), and all personal property. Any personal property left on the premises in excess of sixty (60) days after this Agreement has ended will become the property of EFSHR.

3. **FEES:** \$400.00/month/horse (rough board) or \$600.00/month/horse (full board) (Description on back). Board is due on the first (1st) of each month, on a month to month basis. A late fee of \$15.00 will be charged for payments received more than seven (7) days late. Payments postmarked within grace period are acceptable. Payment is due without notice or demand by EFSHR.
Rough board: \$400.00/month/horse, guarantees: hay, turnout, grain as needed (up to 4lbs daily of type fed by EFSHR), and conditional use of the facilities. Should Owner stall their horse(s) or if horse(s) requires a stall due to illness or injury \$10/day will be billed to Owner in addition to rough board already paid, total board billed not to exceed \$600/month.
Full Board: \$600.00/month/horse, guarantees: hay, a stall, regular turnout, grain as needed (up to 4lbs daily of type fed by EFSHR), conditional use of the facilities, bedding, nightly stalling and cleaning.

Included in both rough and full board are blanket changes, holding for spring shots with Meadowbrook Equine, fecal sample collecting, and holding for farm farrier Ken Norman.

The list below will be invoiced as follows:

-An hourly rate of \$20 for time spent wrapping, administering "extra" medications (SMZ's, eye ointments, etc.), and holding for the equine dentist. The \$20/hr rate can be broken into \$5/15 minute increments.

-A \$35 vet appointment fee for either of farm manager's, Margaret or Alicia, to attend any and all vet appointments. This is so information can be relayed to both the owner and farm managers appropriately. If owner is unable to attend the appointment farm managers can handle the horse and give owner updated information as needed. It is up to manager's discretion if any boarded horse needs an appointment with a veterinarian.

-Colic Care

Level 1- \$20 This includes taking horses temp, administering banamine, and staying with horse for 45 minutes while banamine kicks in and feels better. Typical gas colic.

Level 2 -\$40 This includes above description but includes two extra night checks and making an extra mashy meal at each check while waiting for horse to pass manure.

Level 3- \$60 Includes above but with night checks every 2 hours, hanging fluids, and on call to bring horse to hospital, etc. Typical for impaction colic.

-Administering of Adequan will have a \$35 fee every 6 months when horse is given their loading dose. Farm managers and veterinarians are the only people permitted at Eddy Farm to administer intravenous or intramuscular medications.

-Any horse with 2 or more supplements needs to have them prepackaged together in little Tupperware's and put in a 5 gallon pail with a lid. Smartpak drawers and supplements are strongly encouraged. This excludes any kind of liquid. If horses supplements are not consolidated, or owner forgets to replenish supply, horse does not receive them.

4. **RIGHT OF LIEN:** EFSHR will issue a letter of warning if board is 30 days past due. If payment remains overdue after 45 days, and Owner has made no attempt to set up a payment schedule, then EFSHR will have a right of lien for the amount due and shall enforce lien and sell horse(s) for amount due, according to the appropriate laws of the State of Vermont.

5. **HORSE(S):**

| | | |
|-------|-------|-----|
| Name | _Age | Sex |
| Breed | Color | |
| Name | _Age | Sex |
| Breed | Color | |

Horse(s) shall be free from infectious, contagious, or transmissible disease.

Required: current negative Coggins test (includes date of Rabies vaccine), immunization record.

EFSHR reserves the right to refuse horse(s) if not in proper health.

6. **FEED AND FACILITIES:** EFSHR agrees to provide the following:

- Stall (if full board)
- Daily turnout
- Hay
- Grain: according to the horse(s) need, up to 4lbs/day of type fed by EFSHR
- Worming: per protocol recommended by EFSHR veterinarian, invoiced to Owner
- Immunizations, invoiced to Owner
- Use of the indoor ring and all riding facilities with the expectation that all parties will practice mutual respect for others sharing the grounds
- Regular veterinary and farrier attention will be arranged by Owner EFSHR and invoiced directly to the Owner.
- Space for 1 standard size trunk and one saddle and bridle per horse. **EFSHR is not liable for any damage to or loss of property that is stored on the farm premise. It is the responsibility of the owner to carry proper insurance to cover any such instances.**

OWNER AGREES TO THE FOLLOWING:

- * Follow all current and any future adopted barn rules including wearing an SEI/ASTM approved helmet and riding boot with heel while riding
- * Provide varying weight blankets appropriate for turnout in all seasons/weather.
 - Fly sheets are strongly recommended
- * Responsible for fecal test fees (annually) and cost of dewormer
- * Responsible for annual Coggins test fees
- * Responsible for providing all medications and supplements. If farm medications are used

- in an emergency, owner must reimburse or replace medication used
- * Must remain in good standing with vet and farrier.

7. SPECIAL INSTRUCTIONS:

Supplements (instructions):

Other*:

* If any of these special instructions and/or services that are requested by Owner go above and beyond the previously outlined standard of care to the point that they create a significant amount of time expenditure for EFSHR, it will then be at the discretion of EFSHR to determine if additional fees are warranted.

8. EMERGENCY CARE: EFSHR will attempt to contact Owner first, and then contact a veterinarian for treatment. In the event of a serious medical situation, EFSHR shall take all reasonable and necessary steps to ensure the safety and welfare of horse(s), and will make a reasonable attempt to notify Owner immediately. If EFSHR is unable to contact Owner, EFSHR may treat horse(s) according to veterinarian's recommendations. If the accident/injury/illness is deemed fatal, or if the projected cost of treatment exceeds _____, EFSHR may may not authorize euthanasia by the veterinarian.

9. DEFAULT: Should either party default on this Agreement, the Owner will pay any and all court costs and attorney's fees related to arbitration.

10. TERMINATION: This Agreement will terminate when Owner or EFSHR gives/receives thirty (30) days written notice (email is acceptable and must be sent to both Farm Manager and EFSHR) and EFSHR is paid in full for all fees incurred up to termination date. EFSHR reserves the right to deem horse(s) too dangerous for boarding at any time throughout boarding. In such case, EFSHR will provide written notice to Owner, who is responsible to remove horse(s) within seven (7) days and to pay all fees and/or damages incurred during horse's stay. After all fees are paid, this Agreement is terminated.

11. GENERAL PROVISIONS: The invalidity of any provision of this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. This Agreement is made and entered into in the State of Vermont, and shall be enforced and interpreted under the laws of Vermont. This Agreement represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this document.

WARNING: UNDER VERMONT LAW, AN EQUINE ACTIVITY SPONSOR IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES THAT ARE OBVIOUS AND NECESSARY, PURSUANT TO 12 V.S.A. 1039.

The Eddy Farm is insured to cover the loss of a horse due to an incident in which EFSHR is found to be responsible. This does not include insurance coverage for the loss of a privately owned horse due to natural causes or in an instance in which another party is found to be at fault. It is the responsibility of the owner to insure their horse as they see fit to cover such losses.

Executed on

EFSHR (Agent)

The Eddy Farm School for Horse & Rider
1815 South Street Extension
Middlebury, VT 05753
efshr.corp@gmail.com (802) 388-6196

Owner

Address

Email _____ Phone _____