

# ***Thunder Mountain Stables***

## **EQUINE BOARDING AGREEMENT**

This EQUINE BOARDING AGREEMENT ("Agreement") is entered into by Thunder Mountain Stables ("TMS") of 12758 Hiney Road, Keymar, Maryland, 21757 and:

(Name) \_\_\_\_\_ ("Boarder")

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Phone / Email) \_\_\_\_\_

as of (Date) \_\_\_\_\_

These parties warrant that they have the right to enter into this Agreement and are bound by the terms and conditions of this Agreement to the full extent allowed by the laws of the State of Maryland.

### 1. TERM

The term of this Agreement shall be for 12 months commencing on the date set forth above and shall renew automatically for successive periods unless cancelled by either party with 30 days written notice.

### 2. FEES

Fees are due and payable in advance on the 1<sup>st</sup> day of each month. The total amount due each month is based on the Fee Schedule in effect on the date this Agreement is entered into for the number of horses and class of service desired. TMS reserves the right to adjust fees on an annual basis commensurate with the renewal of this Agreement. Payments received after the 7<sup>th</sup> of the month may be subject to a late fee not to exceed 10% of the outstanding balance or \$50, whichever is less. As of the date of this Agreement, the following payment schedule is agreed to by all parties:

Self-Care     Stall & Pasture     Pasture Only

Number of Horses: \_\_\_\_\_

Cost Per Horse:    \$ \_\_\_\_\_

Discount:            % \_\_\_\_\_

**Total Per Month:    \$ \_\_\_\_\_**

3. DESCRIPTION OF HORSE(S)

This Agreement covers the following identified horse(s):

A) \_\_\_\_\_ (Registered/Barn Name)  
\_\_\_\_\_ (Breed)  
\_\_\_\_\_ (Color)  
\_\_\_\_\_ (Age)  
\_\_\_\_\_ (Sex)

B) \_\_\_\_\_ (Registered/Barn Name)  
\_\_\_\_\_ (Breed)  
\_\_\_\_\_ (Color)  
\_\_\_\_\_ (Age)  
\_\_\_\_\_ (Sex)

C) \_\_\_\_\_ (Registered/Barn Name)  
\_\_\_\_\_ (Breed)  
\_\_\_\_\_ (Color)  
\_\_\_\_\_ (Age)  
\_\_\_\_\_ (Sex)

D) \_\_\_\_\_ (Registered/Barn Name)  
\_\_\_\_\_ (Breed)  
\_\_\_\_\_ (Color)  
\_\_\_\_\_ (Age)  
\_\_\_\_\_ (Sex)

4. OWNERSHIP / AUTHORITY OVER HORSE(S)

Boarder represents and warrants that they are the owner of record of Horse(s) identified above, or that they have express authority of the owner of record to enter into this Agreement and to house Horse(s) with TMS. If Boarder is not the owner of record of Horse(s), Boarder nonetheless agrees to be fully bound by the terms of this Agreement, and liable for all sums hereunder.

## 5. SERVICES PROVIDED

A) Stall – TMS does not support daily turnout of horses and as such stalls are not available for those purposes. However, stalls are available for use by boarders under the following circumstances: a) when medically necessary, b) for temporary use for farriers, vet visits, or other similar circumstances, c) when pre-approved by a TMS agent.

B) Pasture – TMS shall provide well maintained pastures with non-toxic beneficial endophyte tall fescue grass (MaxQ or similar) that is certified for equine use, including brood mares. Each pasture shall contain a water trough cleaned weekly and checked daily. Pastures shall be mown on a bi-weekly or monthly basis. Pastures shall be fenced with four-wire high impact white coated wire with the first and third wires energized at all times when direct supervision is not possible. Watering areas are centralized for access to a frost free hydrant. Electrical outlets are provided at the watering location. Water and electric are fully covered expenses provided by TMS for boarders.

C) Feed & Water – TMS purchases hay for all horses as appropriate. Self-care boarders shall purchase hay from TMS at the same rate TMS pays its supplier. Hay may also be purchased for personal use (i.e. during trailering and such) at the same rate. Grain is the responsibility of the boarder and may be stored in TMS provided areas in metal cans.

D) Riding Arena – TMS shall maintain a safe riding arena for use by Boarders. Boarders shall be responsible for cleaning up after their own Horse(s) after each use. Lighting shall be provided by TMS for nighttime operations. Barrels, jumps and other accessories shall be provided for use by Boarders.

E) Lounge & Tack Room – TMS shall provide and maintain a locked tack room for use by Boarders. The tack room shall be outfitted to accommodate typical equine accessories including saddles, girths, blankets, bridle/reins, halters and other items as necessary and/or appropriate. Boarders shall be responsible for keeping their accessories maintained and stored in a safe manner.

TMS shall provide and maintain a locked heated/cooled lounge for use by Boarders. The lounge includes a half bath, kitchenette, seating, cable TV, WiFi access and visibility to the riding arena. TMS desires to maintain a “family friendly” environment; as such, Boarders shall use discretion when viewing TV shows or accessing the Internet with respect to age appropriate content. Boarders shall maintain the lounge in a clean and safe manner at all times. TMS reserves the right to monitor the premises at all times using electronic means.

F) Trailer Parking – TMS will allow one 2-horse trailer per boarder to be parked on the stone foundation surrounding the barn. Larger trailers and/or grass parking may be permitted at the discretion of TMS.

6. PHYSICAL CONDITION OF HORSE(S)

A) General Condition – Boarder agrees and warrants that Horse(s) is/are in generally good condition being sound, disease-free and not in need of any special care. Known exceptions or special care instructions shall be identified here:

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B) Vaccinations – Boarder agrees and warrants that Horse(s) is/are current on all vaccinations including tetanus, sleeping sickness, influenza, West Nile, Lyme and any and all other vaccinations recommended by veterinarians in our local area. In the event Horse(s) is/are not current on vaccinations, Boarder agrees to have said Horse(s) seen by a veterinarian and vaccinated as recommended within 30 days of boarding.

C) Worming – Boarder agrees to keep Horse(s) current on all customary worming regimes

D) Coggins – A negative Coggins test, obtained within the previous 12 months, is required by all Boarders. TMS strongly suggests annual Coggins testing.

7. BEHAVIORAL CONDITION OF HORSE(S)

Boarder agrees and warrants that Horse(s) has/have no known behavioral conditions that could negatively impact the safety of other horses, boarders or TMS staff. Known exceptions or special conditions include:

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TMS reserves the right to terminate this agreement for any Horse(s) who, in their opinion, pose a significant risk to the safety of other horses, boarders or TMS staff.

## 8. SPECIAL INSTRUCTIONS

TMS will attempt to accommodate any special needs of Boarders and/or Horse(s) within reason. Boarder shall identify requests for special needs here:

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## 9. HOURS OF OPERATION / ACCESSABILITY TO FACILITIES & HORSE(S)

Boarder's, their veterinarian, farrier, trainer and designated guests shall have access to TMS facilities at all times providing the rules and conditions identified herein are observed. Boarder's who, in the opinion of TMS staff, knowingly violate the rules and conditions identified herein may have restricted access and, in severe cases, this Agreement may be terminated at the sole discretion of TMS. Boarder agrees to have all hosted guests sign a Waiver of Liability prior to participating in equine activities while located on TMS property.

TMS facilities are located on private land coincident with owner's residence. As such, owners expect reasonable peace and privacy at all times. While "family activities" and "controlled parties" are encouraged, TMS expects Boarder's and guests to exercise good judgment with respect to noise and disorderly conduct. Any individuals who, in the opinion of TMS staff and owners, violate this request will be asked to leave premises.

Notwithstanding the above, TMS recognizes that emergencies do occur. Boarders are requested and encouraged to contact TMS staff/owners any time, day or night, should an emergency condition arise involving Boarder, designated guests or Horse(s) while located on TMS property.

**NOTE: TMS FACILITIES ARE A "SMOKE-FREE ENVIRONMENT" AT ALL TIMES. ANYONE FOUND SMOKING ON TMS PROPERTY WILL BE ASKED TO LEAVE IMMEDIATELY!**

## 10. VETERINARY & EMERGENCY CARE

Boarder agrees and understands that it is Boarder's responsibility to provide Horse(s) with proper veterinary care and services. Boarder understands that if Boarder's Horse(s) appear sick or injured, TMS will first try to contact Boarder. If Boarder is unavailable, or Horse(s) has/have an emergency, Boarder gives TMS permission to call Boarder's veterinarian identified as:

Clinic Name: \_\_\_\_\_  
Veterinarian: \_\_\_\_\_  
Office #: \_\_\_\_\_  
Emergency #: \_\_\_\_\_

If Boarder's veterinarian is unavailable, Boarder authorizes TMS to call a veterinarian of their choice and Boarder will be shall responsible for all charges incurred.

## 11. FARRIER CARE

Boarder agrees and understands that it is Boarder's responsibility to provide Horse(s) with proper farrier care and services. Boarders farrier is:

Name: \_\_\_\_\_  
Office #: \_\_\_\_\_  
Mobile #: \_\_\_\_\_  
Email: \_\_\_\_\_

Boarder's farrier shall have access to TMS facilities during normal daylight hours, or for emergencies at any time day or night. If Boarder's farrier is unavailable and Boarder's Horse(s) is/are in need of emergency farrier services, Boarder authorizes TMS staff to call a farrier of their choice and Boarder agrees to be fully responsible for charges incurred.

## 12. STABLE RULES

TMS strongly believes in maintaining a safe and family-friendly environment for all to enjoy in the equine community. As such, in addition to provisions, rules and guidance provided in this Agreement, TMS shall post general Stable Rules in a conspicuous location(s) for all Boarders and guests to see. These rules are by definition a part of this Agreement and Boarder agrees to abide by these rules at all times.

## 13. AUTHORIZED USERS & GUESTS

Boarders may bring guests to, and use, TMS facilities at their discretion. Boarders are responsible for the activities and actions of all guests they host and agree to be held responsible and liable for the safety and actions of said guests. TMS, at their sole discretion, may restrict access by guests if they believe the safety and/or well being of other users or horses are jeopardized by any guest. Boarder's "authorized users,"

identified herein, may access facilities and Boarder's Horse(s) at any time, with or without the presence of Boarder. Those authorized users include:

Name: _____	Relationship: _____
Name: _____	Relationship: _____
Name: _____	Relationship: _____
Name: _____	Relationship: _____
Name: _____	Relationship: _____
Name: _____	Relationship: _____

14. SAFETY & RELEASE FROM LIABILITY

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU, OR YOUR CHILD'S, PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT TMS FACILITIES, INCLUDING INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF TMS STAFF AND/OR OWNERS.**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

A) **Helmets & Safety Gear** – By initialing and signing below, you understand that it is the recommendation of TMS to wear an approved riding helmet and utilize safety gear appropriate to your level of experience while on a horse. You accept full responsibility for accidents or injury to yourself, family members or guests you host.

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

B) **Horses Are Inherently Dangerous** – By initialing and signing below, you understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, you expose yourself, family and hosted guests to dangers both known and unknown. Horses are large, unpredictable animals, which may be dangerous no matter how much training they have, no matter what level of experience you have, and no matter what the situation. You agree and understand that TMS cannot control the horses it boards, and that you shall release and hold harmless TMS staff, owners and other boarders and guests from any injury arising out of or related to equine activities at TMS facilities.

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

**C) Responsibility For Your Own Conduct & That of Your Horse(s)** – By initialing and signing below, you understand that you, your family or hosted guests will ride your own Horse(s) and will conduct yourself, at your own risk, while on TMS property.

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

**D) Release & Waiver Of Liability & Assumption Of Risk** - By initialing and signing below, you agree and warrant to assume full responsibility for yourself, family or hosted guests that you may bring to TMS facilities and will not hold liable TMS staff, owners or other boarders, guests or agents.

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

**E) Death Or Injury to Horse(s)** - By initialing and signing below, you agree that TMS staff, owners, agents, boarders and guests shall not be held responsible for sickness, injury or death of Horse(s) absent active negligence on their part. You understand that TMS does not carry any form of insurance on any horse(s) not owned by TMS, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of TMS, are to be borne by Boarder.

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

**F) Hold Harmless, Defend & Indemnify** - By initialing and signing below, you agree to defend, indemnify, save and hold harmless TMS staff, owners, agents, boarders and guests from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarders use of, or presence at, TMS facilities, Horse(s) conduct, Boarders use or access to Horse(s), or Boarders or their agents actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of subject matter of this Agreement.

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

**G) Costs, Attorneys' Fees & Expenses** - By initialing and signing below, you agree that any legal actions brought in connection with the Agreement, arising out of this Agreement, or arising out of any activity of Horse(s), Boarder, their family or hosted guests or agents, the prevailing party shall be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" shall include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements.

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



## 15. TMS REMEDIES – DEFAULT

If Boarder breaches this Agreement, if Horse(s) become sick, disabled, injured or a danger to itself or others, or if TMS ceases to be able to provide services to Boarder and Horse(s) under this Agreement, TMS reserves the right to require Boarder's immediate removal of Horse(s), and to find alternative boarding for Horse(s) if Boarder fails to do so. Boarder agrees they shall be fully responsible for all alternative boarding charges so incurred.

Either party may terminate this Agreement for failure of the other party to meet any material terms under this Agreement. Any payment due TMS under this Agreement shall be due and payable within 30 days of termination. Failure to make payment by due date shall place Boarder in default of this Agreement.

Boarder is hereby notified that Maryland law provides for an automatic Agister's Lien, defined in Maryland Annotated Code, Section 16-401, as follows: "(a) The owner or operator of a livery stable or other establishment who gives care or custody to any livestock has a lien on the livestock for any reasonable charge incurred for: (1) Board and custody; (2) Training; (3) Veterinarians' and blacksmiths' services and (4) Other proper maintenance expenses. (b) If the charges which give rise to the lien are due and unpaid for 30 days and the lienor is in possession of the livestock, the lienor may sell the livestock to which the lien attaches at public sale."

## 16. AMENDMENTS & MODIFICATIONS

TMS and Boarder may modify and amend this Agreement only by a written agreement mutually agreed upon and executed by all parties.

## 17. NOTICES

All notices, whether to TMS or Boarder, must be in writing to the address on record in a manner that provides proof of delivery.

## 18. ASSIGNMENT OR TRANSFER

No party may assign or transfer this Agreement without the prior written consent of the other parties.

## 19. COMPREHENSION

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

20. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Maryland. Venue for resolution of disputes shall be proper in Frederick County, Maryland.

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**Boarder's Signature** **Date**

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**TMS Agent Signature** **Date**

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**Boarder's Printed Name**

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**TMS Agent Printed Name**