

GWYN MEADOWS FARM, LLC EQUINE BOARDING AGREEMENT

This equine boarding agreement (the "Agreement") is being entered into by Gwyn Meadows Farm, LLC of 2064 Shearer Road, Lansdale, PA 19446 (GMF) and

_____ of _____
_____, PA _____ (Zip Code) ("Boarder") as of
the _____ day of _____ 20_____.

1. **Term.** The term of this agreement shall be for _____ (months)/(years) commencing on the date set forth above, and shall renew automatically for successive such periods thereafter unless cancelled on 30 days' written or oral notice by either party.

2. **Identification of Horse.** Boarder's Horse (s) to be housed by GMF ("Horse" or "Horses").

- a. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (registration/tattoo)
_____ (sex)
_____ (age)

- b. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (registration/tattoo)
_____ (sex)
_____ (age)

- c. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (registration/tattoo)
_____ (sex)
_____ (age)

- d. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (registration/tattoo)
_____ (sex)

_____ (age)

3. **Boarder's Contact Information.**

(Name) _____ (Street Address) _____
(City) _____ (State) _____ (Zip Code) _____
(Office Phone) _____ (Cell Phone) _____
(Home Phone) _____ (Fax) _____
(E-Mail) _____ (Sex) _____ (Age) _____
(Level of experience with horses in general) _____

(Level of experience with this horse) _____

4. **Ownership of/Authority over Horse**

a. Boarder represents and warrants that they are the owner of record of Horse or that they have express written authority of the owner of record to enter into this Agreement and to house the horse with stable. If border is not the owner of record of Horse, Boarder nonetheless agrees to fully bound by the terms of this agreement and liable fore all sums hereunder. Boarder certifies and warrants that there are no liens against Horse(s), express or implied by law.

b. **Identification of Owner Record if Different Than Boarder.**

(Name) _____ (Street Address) _____
(City) _____ (State) _____ (Zip Code) _____
(Office Phone) _____
(Cell Phone) _____
(Home Phone) _____
(E-Mail) _____

5. **Boarding Fee.**

Board is due on the ____ day of each month. Payment received later than five days after the due date will be subject to a \$30.00 late fee, plus \$10.00 in late fees for each additional day thereafter on which board plus accrued late fees remain unpaid. There will be a \$30.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

6. **GMF's Services.**

a. GMF agrees to provide a covered stall for Horses which will be mucked daily.

- b. Horses will be provided with turn-out time at owners request. However GMF cannot guarantee a given schedule for turn-out.
- c. Horses will be fed age-appropriate and/or grain and/or hay. Any and all other supplements or feeds are the responsibility of the owner.
- d. GMF shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, GMF need not much horse's stall or provide turn-out time.

7. Horse's Physical Condition/Special Care.

Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free and in good condition, and not in need of any special care.

Exceptions:

8. Horses Behavior.

Boarder states that the Horse exhibits the following behavioral traits:

9. Hours of Visitation/Access to Horse.

Boarder their veterinarian, farrier, and designated guests shall have access to GMF and Horse:

10. Veterinary Care.

a. Boarder agrees and understands that it is Boarder's responsibility to provide horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured. GMF agrees to attempt to contact Boarder at the following emergency telephone number (_____) should GMF feel that medical treatment is needed for said Horse(s), provided however, that in the event GMF in unable to contact Boarder within a reasonable time, which time

shall be judged and determined solely by GMF, GMF is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by licensed providers of such care who are selected by GMF, and GMF determines is required for the health and well-being of said Horse(s). The cost of such care secured shall be due and payable by Boarder within fifteen days from the date Boarder received notice thereof, provided however, that GMF is authorized to arrange direct billing by said care provider to the Boarder.

b. Boarder also agrees that Boarder will keep horse current on all customary wormings and vaccinations, including but not limited to West Nile, Lyme disease, Tetanus, sleeping sickness, influenza, and any and all other worming or vaccinations as may be prevailing in GMF's locale. Boarder will provide prior to time of delivery of said Horse(s), to GMF, proof satisfactory of a negative Coggins test current within twelve (12) month period immediately preceding delivery of the Horse to GMF.

11. **Farrier Care.**

Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier is : (Name) _____ at phone numbers:

(Office) _____ (Cell) _____

(Home) _____ and (E-mail) _____

Boarder's farrier shall have access to GMF and Horse during hours of visitation. If Boarder's farrier is unavailable and Boarder's Horse is in need of farrier services, Boarder authorizes GMF to call its farrier, and that Boarder will be fully responsible of all farrier charges so incurred.

12. **Prohibited Activities.**

Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at GMF without permission of Stable or that horse's owner.

13. **Authorized Users.**

GMF has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and GMF facilities. Boarder's designated users are:

a. (Name) _____

(Street Address) _____

(City) _____ (State) _____, (Zip code) _____

(Office Phone) _____ (Cell Phone) _____

(Home Phone) _____ (E-mail) _____

(Sex) _____ (Age) _____

(Level of experience with horses in general)

(Relationship to Boarder) _____

b. (Name) _____

(Street Address) _____

(City) _____ (State) _____, (Zip code) _____

(Office Phone) _____ (Cell Phone) _____

(Home Phone) _____ (E-mail) _____

(Sex) _____ (Age) _____

(Level of experience with horses in general)

(Relationship to Boarder) _____

14. Risk of Loss.

During the time that the Horse(s) is/are in the custody of GMF, GMF shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the Horse. This includes, but is not limited to, any personal injury or disability the Horse may receive while at GMF's premises. Boarder full understands and hereby acknowledges that GMF does not carry any insurance on any Horse(s) not owned by GMF, 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 Horse(s) or for any other reason, for which the Horse(s) is/are in the possession of GMF are to be borne by Boarder.

15. Hold Harmless.

Boarder agrees to hold GMF harmless from any claim resulting from damage or injury caused by said Horse. Boarder or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by GMF in defense of such claims.

16. Liability Insurance.

Boarder warrants that, at present, they carry in full force and effect, and throughout the period of this Agreement shall continue to carry and maintain a full force and effect, liability insurance protecting Boarder and GMF from any and all claim(s) arising out of relating to the Agreement.

17. **GMF Rules.**

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

18. **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 9 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 a said default, Any payment due GMF under this Agreement shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payments by said due date shall place Boarder in default hereunder. Acceptance by GMF of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

19. **Assignment.**

This Agreement may not be assigned by Boarder without the express written consent of GMF first had and received.

20. **Right of Lien.**

Boarder is put on notice that GMF has and may assert and exercise a right of lien, as provided for by the laws of the Commonwealth of Pennsylvania, for any amount due for the board and keep of Horse(s) and also for any storage or other charges due hereunder, and further agrees GMF 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 GMF can then sell Horse(s) to recover it loss.

21. **Waiver.**

This Agreement may not be modified or waived in any respect except in writing executed by both parties hereto and delivered each to the other at the addresses so provided in this Agreement.

22. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. The parties agree that the Court of Common Pleas of Montgomery County shall have exclusive jurisdiction of any and all disputes arising hereunder.

In Witness Whereof the parties hereto have hereunder set their hands and seals the day and year first above written:

Gwyn Meadows Farm, LLC

By: _____ (seal)

_____ (seal)

Boarder

_____ (seal)

Boarder