

Boarding Agreement

This agreement is made on _____, between WHISPERING WINDS STABLES, (referred to as "Stable") located at 12800 Lewisdale Road, Clarksburg, Maryland, 20871 and _____ (referred to as "Owner"), resident at _____

Owner of the horse described in Section 2.

1. Fees

In consideration of \$ _____ per horse, per month, paid by the owner in advance on the first day of each month, the Stable agrees to board said horse beginning _____

2. Description of Horse(s)

Name: _____ Age: _____
Color: _____ Sex: _____
Breed: _____ Height: _____
Value: _____ Registration/Tattoo Number: _____
Distinguishing Marks: _____

3. Turn Out

The owner will be expressly responsible for all exercise. However, unless expressly instructed, the horse will be turned out regularly, weather permitting.

4. Standard of Care

Stable agrees to provide normal and reasonable care to maintain the health and well-being of the said horse including:

- (A) A large box stall
- (B) Regular Turn out, weather permitting
- (C) Grain twice daily
- (D) Hay daily
- (E) Clean water as required

5. Risk of Loss

While the horse is boarded at Stable, Stable shall not be liable for any sickness, disease, theft, death, or injury suffered by the horse(s) or any cause of action arising from or connecting to the

boarding of this horse. All risks are assumed by the Owner. The Owner agrees to hold the Stable harmless from any loss or injury to said horse(s). All costs are borne by the Owner.

6. Indemnity

Owner agrees to hold Stable harmless from any claim caused the said horse(s) and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse(s)

7. Emergency Care

If medical treatment is needed, Stable will attempt to reach owner, but in the event Owner is not reached, Stable had the authority to secure emergency veterinary and/or blacksmith care. Owner is responsible to pay all costs relating to this care. Stable is authorized as Owner's agent to arrange billing to the owner.

8. Shoeing and Worming

Stable agrees to implement a shoeing and worming program consistent with recognized standards. Worming will be accomplished on a six week schedule for all horses on premises. Owner is obligated to pay the Stable the cost of worming within fifteen days (15) from the date the bill is submitted to Owner. Stable will arrange for shoeing if so directed by the owner. Farrier charges will be directly billed to owner.

9. Ownership-Coggins Test

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test.

10. Termination

Either party may terminate this agreement. In the event of a default, the wronged party has the right to recover attorney's fees and court costs, resulting from this failure of either party to meet a material term of agreement.

11. Notice

Owner agrees to give Stable thirty (30) days termination notice to this agreement. This Agreement can not be assigned without the expressed concurrence of the Stable in writing.

12. Right of Lien

Stable has the right of lien as set form in the law of the State of Maryland for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

This agreement is subject to the laws of the State of Maryland.

The parties have executed this agreement this _____ day of _____ 2003.

Stable:

Signed: _____

Owner:

Signed: _____

Telephone Day: _____ Evening: _____

Vet Of Your Choice:

Name: _____

Telephone: _____

Blacksmith Of Your Choice:

Name: _____

Telephone: _____

Your Email: _____

Emergency Phone Numbers: