



**MAPLEWOOD FARMS, LLC**

248 Sherwood Dr  
Waymart, PA 18472  
570-766-1124

**Boarding Contract**

This boarding contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Maplewood Farms, LLC, and:

**Owner Info:**

Name: \_\_\_\_\_

Parent or guardian: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ daytime

(\_\_\_\_) \_\_\_\_\_ evening

(\_\_\_\_) \_\_\_\_\_ additional

(\_\_\_\_) \_\_\_\_\_ additional

**Horse Info:**

Name: Registered: \_\_\_\_\_ Barn: \_\_\_\_\_

Breed: \_\_\_\_\_ Reg. #: \_\_\_\_\_

Gender: \_\_\_\_\_ Age: \_\_\_\_\_ D.O.B: \_\_\_\_\_ Color: \_\_\_\_\_

Additional Markings: \_\_\_\_\_ List

any and all injuries, cuts, scars, the said listed horse arrives on property with: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Maplewood Farms, agrees to accept Owner's horse for boarding and it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, the Owner and Maplewood Farms mutually agree as follows:

**1a.)** I understand that all board must be paid on the 1st of each month and in advance, or a late fee will apply as follows: Payment after the 5th, but by the 15th of the month, add 8% of balance. In the event payment is overdue on the 16th of the month, Maplewood Farms is

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entitled to enforce a lien against said horse for the past amount due, including the late fee, plus the daily fees incurred based on type of board. In the event said payment is overdue Maplewood Farms, LLC shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Pennsylvania. Payment in full will result in Maplewood Farms lifting said lien from horse.

**Right of Lien.** The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Pennsylvania, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event the Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and Authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as the Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related fees.

**1b.)** When payment and late fee of an overdue balance is made in full, and before Maplewood Farms retains the right of ownership of said horse, owner agrees to include a deposit in the amount of \$100 to retain space for said horse at Maplewood Farms. This is in addition to monies owed to Maplewood Farms, LLC for previous care and care in advance until the end of the billing month. This deposit will be drawn upon at the rate of daily care for said horse in the event payment is overdue again. At the conclusion of the \$100 deposit balance, owner agrees to remove said horse from property.

**2.)** I agree to a \$35 return check charge for each and every time my check does not clear for non-sufficient funds. Cash, a cashier's check, or a money order is expected after the first bad check incident.

**3.)** The horse shall arrive free from infectious disease and have a current negative coggins. A health, deworming and immunization record is required. Maplewood Farms reserves the right to refuse horse within seven days of arrival if not in proper health.

**4.)** Maplewood Farms reserves the right to notify the owner within seven days of horse's arrival if horse, in Maplewood Farms opinion, is deemed dangerous or undesirable for a boarding stable. In such case, Owner is responsible for removing the horse within seven days and for all fees incurred during the horse's stay. After all fees have been paid, this contract is concluded.

**5.)** It is the owner's responsibility to carry full insurance, including coverage on his horse and all personal property. All equipment of the owner, situated on the farm, shall be at the sole risk of the owner. Maplewood Farms assumes no responsibility for the loss, care or use thereof during the currency of this agreement, whether or not resulting from the negligence of Maplewood Farms, LLC, it's employees or agents. (It is advised that anything of significant value be secured in a locked cabinet or taken home).

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- 6.)** It is the owner's responsibility to maintain current immunizations, deworming, farrier care, etc. and present proof of such. The owner is responsible to cover these expenses, which will be billed directly to the owner.
- 7.)** The Owner will be held responsible for any damages caused by horse or owner that goes beyond "normal wear and tear" and will be required to pay for damages at the discretion of Maplewood Farms, LLC.
- 8.)** I agree to hold Maplewood Farms, LLC, their agents and employees not liable for any acts of nature, sickness, accidents, property losses or death for any reasons as I do willingly board, ride or handle animals at my own risk. I agree that any person or persons not directly related to this agreement, whom I allow to contact with my or any horse(s) is my sole responsibility, never left unattended near, next to, on or by any horse(s). Risk of Loss and Standard of Care. Stable shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever arising out of or connected in any way with the boarding of the horse(s). This includes, but is not limited to, any personal injury or disability which the owner(s) may receive while on the premises of the facility. Owner fully understands that Maplewood Farms, LLC does not carry, on outside horses in its possession, custody or control for boarding, any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the boarding of the horse(s) are to be borne by the Owner(s). Maplewood Farms, LLC strongly recommends equine major medical, mortality and/or loss of use insurance be obtained applicable to the subject horse(s) by Owner. The standard of care applicable to Stable is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Stable be held liable to Owner for equine death or injury in any amount. Stable recommends that Owner obtain equine insurance for any animals, at Owner's expense. Owner agrees to disclose this entire agreement to Owner's insurance company and provide Stable with the company's name, address and policy number. Failure to disclose boarding agreement information to insurance company shall be at Owner's risk.
- 9.)** In the event of death Owner is responsible for removal within 24 hours. Prior arrangements must be made before schedule euthanasia.
- 10.)** I agree I will not provide public lessons or training or any paid services on the side for any reason at/on/in this facility as a boarder. Leasing horse owners must sign their own boarding, training or lesson agreements. (Training and lesson agreements and/or liability releases are separate if added to any or all boarding agreements).
- 11.)** Any questions, service changes or discrepancies should be addressed in writing for successful, workable solutions.
- 12.)** The owner agrees to abide by and conform to all rules and regulations relating to the boarding of horses as determined by Maplewood Farms, LLC.
- 13.)** In the event of an emergency, Maplewood Farms will make every attempt to contact the owner. Maplewood Farms reserves the right to procure veterinary services in emergencies when the owner cannot be reached. Payment for these services will be the responsibility of the owner. Every attempt will be made to contact the vets referenced as your choices.
- 14.)** Owner is responsible to sign an authorized medical treatment form in the case of said horse requiring medical treatment or the administering of medication to be done by Maplewood Farms. Supplemental medical authorization form to be included on last page

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15.) Any person(s), other than the horse's owner, having say or given permission to make decisions regarding said horse, will be at Maplewood Farms discretion. A written statement, witnessed and signed by owner, stating details will be kept by Maplewood Farms.

16.) Owner agrees to give Maplewood Farms 30 days notice prior to removing horse from facility and boarding arrangements. If less than 30 days notice is provided, owner is responsible for the remaining board to cover those days.

### **Inherent Risks and Assumption of Risk**

The undersigned acknowledges there are inherent risks associated with equine activities including the risk of serious injury and/or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement, Owner hereby assumes all associated risks of injury or death, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them, the unpredictability of equines' reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, the limited availability of emergency medical care, and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including but not limited to, failing to maintain control over the animal or not acting within such participant's ability.

OWNER EXPRESSLY RELEASES STABLE FROM ANY AND ALL CLAIMS FOR INJURY AND/OR DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE BY STABLE OR IT'S REPRESENTATIVES, AGENTS OR EMPLOYEES, DUE TO SUCH INHERENT RISK.

### **Entire Agreement**

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 written agreement or in later amendments signed and dated by both parties herein. This contract is made and entered into in the State of Pennsylvania, and shall be enforced and interpreted in accordance with the laws of said State.

### **Board Details:**

Type of Board: \_\_\_\_\_ Board fee: \$ \_\_\_\_\_/mo.

To Include: Up to \_\_\_\_\_ lbs. Feed/day, A sufficient amount of hay, to maintain the health and weight of a healthy horse. Grain exceeding \_\_\_\_\_ lbs/day, specialty feed, extra hay,

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additional bedding, or any other services or products not included in the reasonable allotment of care, is to be added to monthly board at the actual cost of difference, unless owner provided.  
Special feed instructions: \_\_\_\_\_

Supplements: (Owner provided): \_\_\_\_\_

Turn Out Instructions: (Please note: Any horse with Turn-out privileges will be so, as much as weather permits, based on the judgement of Maplewood Farms, unless owner reasonably instructs otherwise). \_\_\_\_\_ Any other instructions or information about said horse: \_\_\_\_\_

\*You will be billed for board, lesson, training or specialty packages in advance. All pick up services are kept track of and charged on the next month's board bill. Partial month services will be prorated.

Having read the above boarding contract, and by signing below, I do agree to all terms. When Maplewood Farms and owner and owner's parent or guardian, if the owner is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Signature of Maplewood Farms, LLC, Bonnie Hayter Date

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Signature of Owner, parent or guardian, if under 18. Date

Additional notes:  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_