

WINDSWEPT STABLES
520 Norwood Road Columbia, PA 17512
Phone: 717-684-3975
www.windsweptstables.com

Boarding Contract

This Boarding Contract made and entered into on this ____ day of _____, ____
date month year

(“Contract”) by and between Windswept Stables, with an address of 520 Norwood Road,
Columbia, PA 17512, (hereinafter referred to as “FARM”), and _____
(Printed Name of Boarder)

a(n) adult individual(s) with an address of _____
(print street number, street name, apartment

_____,
number, municipality, and postal zip code)

(hereinafter referred to as boarder.)

WITNESSETH

WHEREAS, BOARDER desires to board his, her, or their horse, identified as

_____, registered as _____, with

_____ breed registry. (Registration Number _____)

(individually and collectively hereinafter referred to as “HORSE”) at FARM.

WHEREAS, FARM agrees to board said HORSE, provided there is strict compliance with all terms and conditions of this Contract.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, FARM and BOARDER, intending to be legally bound hereby, mutually agree as follows:

AGREEMENT

1. Term of CONTRACT: This contract shall commence on _____
(month, day, year)
and continue until _____ or continue for a period of 12 month(s) thereafter,
(month, day, year)
 (“initial period”).

After initial Period, this contract shall be automatically renewable for successive one-month periods, commencing on the first day of a calendar month and ending on the last day of said calendar month, unless terminated by either party upon written notice at least thirty (30) days

prior to any such automatic renewal. **Final board payment after notice is provided will be for not less than one calendar month.**

2. Payment of BOARD: BOARDER SHALL PAY FARM THE SUM OF _____ per month, payable in advance and no later than the first day of each calendar month during the term of this Contract without demand. In the event said HORSE is no FARM's care for a full calendar month at the beginning of the CONTRACT, board shall be paid at the FARM's per diem rate. In the event said HORSE is not in FARM's care for a full calendar month at the end of the Contract, board shall nonetheless be paid for the entire calendar month. In the event said HORSE is not in the FARM's care at any other time during the term of this contract, payment in full continues to apply as if HORSE were in care of FARM. A late fee of thirty-five dollars (\$35.00) or ten percent (10%) of any unpaid payment, whichever is the greater amount, will be charged for any payments received after the fifth (5th) day of each preceding month. Above and beyond any late fee charges, a finance charge of one-and-one-half percent (1.5%) per month (18% per annum), but not less than five dollars (\$5.00) per month, will be charged on all accounts thirty (30) days past due.

3. Boarding Services: provided the BOARDER has strictly complied with all terms and conditions of this Contract, including without limitation, the payments required by section 2 hereof, the FARM shall provide the following services. Box Stall • Grain, morning and evening from bulk supply • Hay, from FARM Bulk supply, morning and evening, and not to exceed four flakes daily • Water • Bedding from FARM Bulk Supply • Stall Cleaning @ 7 days per week • Daily Shared Turnout, (weather conditions permitting) • Shared Use of Wash Stall, Indoor and Outdoor Riding Arenas • Storage - The following storage space is available to BOARDER as part of this Contract: that space (approximately 48" parallel to the stall, 36" perpendicular to the stall and 36" in height) immediately outside the rented stall but not to interfere with the safe operation of the stall door, with the safe exit and entry of horses from and to stalls, not to interfere with equipment/apparatus in the center aisle. Each BOARDER has use of one saddle rack and one bridle hook in the tack room in designated area of BOARDERS. Any other rental space will require additional fees payable by BOARDER to FARM.

FARM will dispense BOARDER'S own supply of food (feed) to HORSE, without discount and at no additional charge to BOARDER providing that supply is safely stored at HORSE's Stall within the contractually defined storage space, and food (feed) is prepared by BOARDER (if/when preparation is necessary), and BOARDER agrees to indemnify and hold harmless FARM with regard to the use of any such food (feed).

FARM will dispense BOARDER'S own supply of food supplements, with **a limit of one supplement provided at the morning feeding** to HORSE at no additional charge to BOARDER providing that supply is safely stored at HORSE's Stall within the contractually defined storage space, and supplement is prepared by BOARDER (if/when preparation is necessary), and BOARDER agrees to indemnify and hold harmless FARM with regard to the use of any such food supplements.

4. Services not included: Additional services may be available at an additional charge. Such additional services will be attached as an addendum to this Contract, or posted on FARM Bulletin Board or may be requested directly by BOARDER. BOARDER understands that these services require **payment of fees in addition** to the payments set forth in Section 2 hereof, and BOARDER agrees to pay such additional fees in full in advance of the service and/or each month at the time his, her, or their regular monthly payments are due.

4A) Training/Instruction: Training and Lessons may only be provided by individuals who have been approved by Windswept owners, and who meet the qualifications as defined by the FARM Insurance carrier. Individuals who are not approved, and who handle a horse other than their own, or assume any role of directing another rider with regard to horse handling, or riding skills creates liability for the FARM in the event the rider sustains an injury, fall or injures their horse or a Windswept horse.

4B) Farm employees are assigned specific tasks are not permitted to provide training, instruction, or handle horses other than for those duties specifically assigned by the farm owner, any other handling or duties constitutes additional service fees.

5. Health condition of HORSE: prior to delivery of said HORSE to FARM, and on not less than an annual basis, BOARDER shall provide the following documentation: **a. CURRENT negative COGGINS TEST, b. HEALTH, worming and immunization records.** Boarder Shall show FARM the original documentation of negative Coggins Test, health worming and immunization records and shall provide an exact photo copy of the original documentation. HORSE shall be free from any infectious contagious, or transmissible disease at the time said HORSE is delivered to FARM and at times while at FARM. FARM reserves the right to refuse any horse for any reason.

6. Routine/Urgent/Emergency veterinary and Farrier Care: All routine veterinary and farrier care shall be arranged by BOARDER, and shall be invoiced by the Veterinarian and/or Farrier directly to BOARDER. BOARDER agrees to provide FARM with a seven (7) day prior notice for routine veterinary and farrier visits. In the event of urgent or emergency sickness and/or accident to said HORSE and following reasonable attempts to contact BOARDER, FARM is authorized but not obligated to contact a veterinarian(s) to treat said HORSE, and BOARDER shall pay any cost and expenses incurred for such care and treatment. All urgent or emergency services provided by the veterinarian will be invoiced directly to the BOARDER. FARM will invoice BOARDER separately for services provided by FARM. FARM encourages the use of one veterinarian and farrier, as approved by FARM; however, BOARDER may use the veterinarian and farrier of their choice if approved by FARM. Boarder is responsible for being present for handling of his, her, their HORSE for veterinarian or farrier services. BOARDER is responsible for assuring that any service provider they hire complies with FARM safety policy and procedure.

7. Worming and Inoculations: BOARDER acknowledges and agrees that all horses maintained at FARM are on the same schedule by arranging for the administration of wormer and inoculation within seven (&) days of notice from FARM that said HORSE is due for worming and/or inoculations.

8. Daily Medications Ointments Wound Dressing, etc: BOARDER acknowledges and agrees that BOARDER shall be responsible for any daily medications, ointments, wound dressings, wraps, injections, or other maintenance activities unless other arrangements are made with FARM. Additional fees for such services provided by FARM will be paid in advance by BOARDER unless other specific payment arrangements are made with FARM in advance of services. In the event that BOARDER administers injectable substances, the BOARDER must obtain prior approval from FARM, and must store injectable substance and related paraphernalia off FARM premise. Further, Boarder agrees to transport and store syringes, and related paraphernalia in a secure health safety approved container and dispose of used syringes and related paraphernalia off FARM premises.

- 9. Agister's Lien/Security Interest:** For purposes of securing and any and all indebtedness or BOARDER to FARM pursuant to this CONTRACT or otherwise, including without limitation, all fees and expenses incurred by FARM in the care and custody of said HORSE, BOARDER hereby grants and conveys to FARM a first priority lien and security interest in said HORSE, together with (i) any unborn offspring, (II) any tack or other tangible personal property of BOARDER located at or upon FARM, (iii) and incidental, or appurtenant to said HORSE and offspring, including, without limitation, the right to register, re-register, and alter, amend, cancel, or modify such registration or re-registration of said HORSE and offspring with any horse registry organization.
- 10. Representations and Warranties:** BOARDER represents and warrants that he, she, or they hold good and marketable title to the HORSE free and clear of all liens and encumbrances other than the security interest granted FARM hereunder, and BOARDER, shall not grant any right or interest in said HORSE during the term of this CONTRACT without the prior written consent of FARM.
- 11. Insurance:** BOARDER acknowledges and agrees that FARM does not and will not insure said HORSE, tack, or any other personal property of BOARDER located at or upon FARM. BOARDER shall be responsible for carrying full and complete insurance coverage on said HORSE, tack and any other personal property of BOARDER located at or upon FARM. **Liability:** BOARDER acknowledges that he, she or they are responsible for any damage, injury, or death caused to any person at the FARM, whom they permit to handle, or ride said HORSE. BOARDER must require any individual(s) handling said HORSE to sign a release that indemnifies Windswept, and that release must remain on file at the FARM. Further, BOARDER must provide proof of insurance that names Windswept as an also insured to cover liability for rider's of said HORSE other than BOARDER, and BOARDER's immediate family.
- 12. Rules and Regulations:** Boarders agree to abide by all of FARM's rules and regulations as stated in Contract and/or posted at or upon FARM, and/or otherwise stated. FARM reserves the right to add, change, delete, alter, or amend such rules and regulations from time to time at its sole discretion. Failure to abide by any rule or regulation shall be deemed an Event of Default hereunder.
- 13. Indemnification and Hold Harmless Agreement:** Boarder agrees that FARM, its agents, servants, and employees are not liable for the death, illness, and/or accident occurring to said HORSE. Including incidental or consequential damages. BOARDER further agrees to indemnify and hold harmless FARM for any personal injury, loss, or damage to personal property whatsoever caused to BOARDER, BOARDER's family members, guests, and invitees while at FARM.
- 14. Right of FARM to Demand removal of HORSE:** In the event that FARM determines that said HORSE is carrying an infectious, contagious, or transmissible disease, or that said HORSE is dangerous or undesirable for boarding, FARM may terminate this Contract and require BOARDER to remove said HORSE from the property by sending written notification to BOARDER. In such an event, BOARDER shall remove said HORSE within seven (&) days, and BOARDER shall be responsible for all costs and expenses in removing said HORSE. Notwithstanding such removal, BOARDER shall pay FARM all such fees and costs, including board at the contracted rate, due FARM under terms of this Contract with respect to the time said HORSE was in the care and custody of FARM.

- 15. Death of HORSE:** In the event that said HORSE dies, Boarder may terminate this Contract with respect to the deceased HORSE. In the event that BOARDER's HORSE dies, BOARDER shall remove the horse's remains within twelve (12) hours of said death. In the event BOARDER fails or refuses to do so, FARM reserves the right to dispose of said deceased horse at the cost and expense of BOARDER. Should BOARDER request the assistance of FARM in making arrangements for the removal and disposition of the deceased horse, FARM will assist in procuring the appropriate services to be billed directly to BOARDER. FARM will invoice BOARDER for provision of such assistance. In the event of death of HORSE, BOARDER shall pay FARM all fees and costs, including board at the Contract rate, due FARM under terms of this CONTRACT with respect to the time HORSE was in the care and custody of FARM.
- 16. Sale of HORSE:** In the Event that said HORSE is sold, the financial obligation of BOARDER set forth in Sections 1 and 2 hereof, remain in effect for the entire term of Contract. In the event of sale of said HORSE, BOARDER shall pay FARM all fees and costs, including board at the Contracted rate, due FARM under the terms of this Contract with respect to the time BOARDER's horse was and/or should have been, in the care and custody of FARM. This Contract is not assignable or transferable. All fees must be paid in advance of sale of said HORSE. New owner must remove Horse from the premises prior to or at the time of termination of the Contract or enter into a separate Contract with FARM. HORSE may not be removed from premises prior to payment in full of all fees owed to FARM.
- 17. Damages Caused by HORSE:** BOARDER agrees to pay FARM for all damages to FARM property, both real and personal, beyond normal wear and tear, caused by HORSE. Damages will be itemized and billed to BOARDER upon repair. BOARDER agrees to pay for such repairs within seven (7) days of the date invoiced. In the event of repeat damage caused by HORSE, BOARDER may be responsible to establish a "maintenance Account" with FARM at a dollar amount to be determined by FARM.
- 18. Event of Default:** It shall be considered an Event of Default hereunder if (a) any representation of warranty furnished by BOARDER in connection with this Contract shall at any time, be materially false or incorrect, or (b) BOARDER shall fail to (i) pay any amounts due under this Contract within (10) days after such amount becomes due, or (ii) observe or perform any other covenants, conditions or provisions contained in this Contract, provided that such default shall continue for a period of five (5) days after written notice thereof from FARM to BOARDER.
- 19. Remedies:** If an Event of Default shall occur and be continuing, FARM, by written notice to BOARDER, may (i) immediately terminate this Contract and the rights granted to BOARDER hereunder, (ii) take all necessary actions to deny, prevent, and prohibit access by BOARDER to FARM and HORSE, (iii) collect the entire balance due under this Contract, including board at the daily rate, due FARM under the terms of this Contract with respect to the time BOARDER's horse was, and/or should have been, in the care and custody of FARM, by any and all legal means available to it, by actions at law or in equity, for money damages, and to issue execution against all property of BOARDER, real and personal; and (iv) take any other action permitted by an applicable law, including exercising its rights as a secured creditor under the Pennsylvania Uniform Commercial Code. BOARDER shall be responsible for reimbursing FARM for all collection costs and attorneys' fees incurred in the enforcement of its rights and remedies under this Contract.

- 20. Other Remedies:** In furtherance of the Agister's lien and security interest conveyed by BOARDER to FARM hereunder and not by way of limitation, BOARDER acknowledges and agrees that upon the occurrence and continuance of an Event of Default hereunder, FARM may enforce its lien on said HORSE by selling it at any private or public sale upon ten (10) days prior written notice to BOARDER. Furthermore, BOARDER hereby nominates and appoints FARM as his, her, or their lawful attorney-in-fact to do, at the option of FARM, and expense and liability of BOARDER, all acts and things which FARM may deem necessary or desirable to effectuate its rights under this Contract, including without limitation, executing any and all application, registration forms, contracts, instruments, and documents that may be necessary or desirable to (i) perfect or continue its rights as a secured creditor, (ii) sell, assign, transfer, and convey said HORSE by way of any public or private sale, and (iii) register, re-register, and alter, amend, cancel, or modify such registration or re-registration of said HORSE and offspring with any horse registry organization. Such agency and power being coupled with an interest shall be irrevocable by BOARDER.
- 21. Termination of Contract:** without in any way limiting the right of FARM to terminate this Contract as otherwise set forth herein, FARM may terminate this Contract at any time upon thirty (30) days prior written notice to BOARDER, and upon such termination BOARDER shall immediately remove at his, her, their sole cost and expense said HORSE from FARM and, concurrently with the removal of said HORSE, shall pay to FARM any and all outstanding fees and expenses prior to removing HORSE from FARM.
- 22. Construction and Entire Agreement:** In case any provision of this Contract shall for any reason be held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining provisions of the Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been included herein. This Contract represents the entire understanding relating to the subject matter of this Agreement.
- 23. Notices:** All notices under this Contract shall be mailed via first-class mail, postage prepaid, to the parties hereto at their respective addresses set forth above. Any party may change its mailing address by serving written notice of such change and of such new address upon all other parties hereto All notices shall be deemed effective upon mailing.
- 24. Non-Assignability of Boarding Contract:** This Contract is non-assignable and nontransferable by Boarder in any way.
- 25. Non-Waiver:** FARM shall not be deemed, either by act or omission to have waived any of its rights or remedies unless such waivers are made in writing and signed by FARM, and in such event only to the extent specifically set forth in said writing. A waiver of one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy to a subsequent event.
- 26. Amendments Modifications:** This Contract may be amended or modified from time to time only by a writing signed by all parties hereto.
- 27. Construction:** This Contract shall be constructed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 28. Consent to Jurisdiction:** BOARDER irrevocably agrees and consents to the exclusive jurisdiction of the Court of Common Pleas of Lancaster County, Pennsylvania and/or the

United States District Court for the Eastern District of Pennsylvania in any and all disputes, actions, or proceedings between BOARDER and FARM. BOARDER, irrevocably agrees to service of process by certified mail, return receipt requested, to BOARDER at the address set forth above. However, FARM is not precluded from bringing an action against BOARDER in any jurisdiction in the United States or elsewhere in which BOARDER or any of his, her or their property is located. BOARDER agrees not to make any objection in any such action or proceeding that the venue is improper or the forum is inconvenient.

29. Survival of Provision: Upon termination of this Contract for any reason, whether as a result of BOARDER's default or otherwise, the provision of Section 13 (Indemnification and Hold Harmless Agreement) and section 28 Consent to Jurisdiction) that inure to the benefit of FARM shall survive and continue in full force and effect.

30. Confession of Judgment: Upon the occurrence of an event of default hereunder BOARDER Authorizes and empowers any attorney of any court of record of Pennsylvania or elsewhere to appear for and enter judgment against him, her or them for the then unpaid principal amount of this contract. Together with all accrued, unpaid interest and late charges, costs of suit and reasonable attorney's fees of the greater of \$2,500 of the amount due under this note, with or without declaration or stay of execution and with release of errors.

The Power to enter judgment against BOARDER shall not be exhausted by any exercise of the power and shall continue from time to time and at all times until full payment of all amounts due under this contract.

Other Conditions and Provisions:

- Smoking Tobacco or any other products/substances on Windswept premises is absolutely prohibited
- Use of illicit substances is strictly forbidden at Windswept stables.

- All Boarders at Windswept must meet one of the following conditions:
 - _____ Employee (year round and a regular schedule)
 - _____ Student taking weekly lessons
 - _____ Horse is used in the lesson program minimum of three times per week
 - _____ Horse is in training
 - _____ Other as approved by owner

- Windswept does not board Stallions.
- Windswept does not board Horses that "Crib" or that are "Chewers". In the event that a horse demonstrates these problems after arrival at Windswept, monthly Board will increase by \$100, retroactive to the first month during which the problem was manifest.
- Windswept does permit short term boarding. \$25 per night., or Month to month
- Windswept does permit Camp Horses, with the understanding that the Lessee of the Camp Horse is considered to be the BOARDER/Owner with respect to the conditions of this Contract.
- All Horses are maintained on the same schedule with respect to daily turn out and turn in. Horses needing restricted time out, or alternate schedules may need to be handled by the BOARDER. No night time turn out.
- The Facility is open from 8:00 am until 9 pm for use of the grounds, and arenas.

- Horses that are required to remain on stall rest will incur an additional fee to cover bedding and hay costs. BOARDER may need to assume responsibility for checking the horse mid day, and assisting with stall cleaning.
- Boarders may be asked to contribute to the care and maintenance of the barn by assisting with picking up trash, sweeping or cleaning the barn, watering the arena, assisting with turn in, or general maintenance when they are available.
- Boarders are not permitted to ride in the arena during lessons; exceptions may be made based on student's level of experience; however, the student and instructor have the right of way. During group lessons or activities such as Birthday parties, or group training programs, Boarders will be asked to schedule around these events.
- Boarders are asked to use the communication book, or discuss concerns with Owners when the owner is not working with students or other clients, or when owner is riding.

Signatures below indicate that contract was read, and understood.

Signature of Boarder/Horse Owner

Date

Signature of Windswept Owner

Date