# HIDDEN VALLEY EQUESTRIAN CENTER Inc.

### 8 Hidden Valley Lane Cornville, ME 04976 207-474-3014

# **Boarding Contract**

, 20 . Between THIS AGREEMENT, made and entered into on the dav of Of (name of owner(s)) (town/state) hereinafter referred to as OWNER, and Hidden Valley Equestrian Center Inc (Teresa Adkins) of Cornville, ME hereinafter referred to as the FARM. **OWNER:** Name Address Telephone Business Telephone Personal Physician's Name Tel. Any special medical problems HORSE: Description of Horse\_ Registration # Sex Breed Age Name Vet's Name Tel. Any special medical problems

Record of immunizations and coggins to accompany contract.

#### Witness

That for and in consideration of the sum of <u>SEVEN HUNDRED SEVENTY FIVE</u> Dollars (<u>\$ 775.00</u>) Per month, the first month or fraction thereof being able in advance upon execution hereof, the receipt and sufficiency of which hereby acknowledged, the FARM does hereby agree to accept for board upon the terms and conditions hereinafter set out, all of which arefully

(horses barn name)

understood and agreed upon by the parties to wit;

- 1) The OWNER shall pay said sum monthly in advance, for above said horse, on the first day of each month, unless otherwise agreed upon by the FARM in writing. The OWNER agrees to notify the farm one month prior to terminating this agreement, and the FARM shall give one month notice to the OWNER of any changes in the existing agreement.
- 2) The OWNER shall make a full disclosure, in writing, of any specific instructions for the care of said horse, including but not limited to feeding instructions, etc., and in the absence of any such instructions, the FARM shall not be liable for any failure to give special care to OWNER'S horse. If said specific instructions are given by the OWNER to the FARM in writing the instructions shall be carried out by the FARM.
- 3) The OWNER shall pay, in addition to the monthly fee herein fore set out, all transportation charges incident to the boarding, training, and transportation of said horse to and from the residence of the OWNER to the FARM and return.
- 4) The OWNER shall be liable, and the FARM their heirs, successors, administrators, employees, assigns and all their persons, firms or corporations is expressly excluded, for all insurance on said horse during transportation of said horse, or while on the premises of the FARM. Failure of the OWNER to secure applicable insurance shall constitute him a self-insurer under the laws of the State of Maine.
- 5) The OWNER agrees that he/she will pay for all medical, veterinary, or farrier work on said horse when the FARM, is in sole discretion, may deem the same necessary to the well being of the horse.

## HIDDEN VALLEY EQUESTRIAN CENTER Inc. Boarding Contract (cont.)

- 6) The OWNER agrees that time is of the essence of this contract, and he/she thus agrees to pay all charges promptly upon notice. In the event any charges herein provided for are not paid within ninety (90) days after said notice, the FARM is hereby authorized to sell said horse at public or private sale, pay all charges then pending against said horse, pay all expenses of sale, and the balance, if any, shall be paid over by the FARM to the OWNER, or his/her representative. The OWNER further agrees that a lien is to be retained by the FARM on said horse for all charges and the same must be paid by the OWNER before said horse is removed. In the event of sale, as herein provided, the owner hereby waives all notice and legal process as a condition precedent to the sale.
- 7) Unless otherwise herein provided, the OWNER, as part of consideration for the boarding of said horse, the receipt and sufficiency of which is acknowledged, hereby fully releases, and forever discharges the FARM, their heirs, successors, administrators, employees, assigns and all their persons, firms or corporations liable or who might be claimed to be liable, for any kind or nature whatsoever arising out of this contract.
- 8) The FARM, their heirs, successors, administrators, employees, assigns and all their persons, firms, or corporations, shall not be liable for any damage which may accrue from any cause growing out of or as a result of the boarding of the said horse, including horse property, except gross negligence of the stable owner, his agents, servants, and employees.
- 9) The FARM, their heirs, successors, administrators, employees, assigns and all their persons, firms, or corporations, reserve the right to require an OWNER to remove him/herself and his/her property from the premises, if in any way he/she is jeopardizing the safety and well-being of him/herself or his/her horse or any other person, horse, or rider.

<u>Maine</u> - Warning - Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals on the first day above written.

Owners Name print

**Owners Signature** 

Street

City State Zip

Attest:

(Secretary)

By:\_

(President) Hidden Valley Equestrian Center, INC. 8 Hidden Valley Lane Cornville, ME 04976 (207) 474-3014