



Victory Equine Centre

Cedar Ridge Farm Egyptian Arabians, LLC
4501 Cap Stine Road, Frederick, MD 21703
www.crfegypt.com
(301) 631-2722



Building confidence through riding



Boarding Contract

- | |
|-----------------------------------|
| <input type="checkbox"/> Boarding |
| <input type="checkbox"/> Lessons |
| <input type="checkbox"/> For Sale |

IDENTIFICATION OF PARTIES:

This agreement is between Cedar Ridge Farm Egyptian Arabians, LLC, an Arabian horse breeding, boarding, and lessons center in Frederick, MD, (hereinafter known as CRF) and _____ residing at _____ with Phone Number _____ Cell: _____ (hereinafter known as "Owner").

EFFECTIVE DATE: This agreement is effective _____ through _____

HORSE IDENTIFICATION*:

Registered name: _____ Registration: _____

Gender: _____ Date of birth: _____ Color: _____

Description: _____

Registered owner: Same as above _____

Address: _____ Phone _____

*See attached Horse Information form.

FEES AND TERMS:

In consideration of compensation described herein, CRF agrees to perform the following for Horse Owner:

- In consideration of \$_____ per horse per month paid by OWNER in advance by the FIRST day of each month, CRF agrees to house, maintain, and care for the Horse according to approved boarding farm practices in the State of Maryland on a month-to-month basis commencing _____. Partial month boarding shall be prorated based on a 30-day month. Credit card authorization form must be on file with CRF and with Monocacy Equine Veterinary Associates.
 credit card* check cash
* Credit card authorization form will become part of this AGREEMENT. Credit card will be charged on the 1st of the month, after authorization phone call.
- If HORSE is to be used in lesson program, terms are as follows: _____
- CRF will provide adequate feed, water, grooming, exercise and/or turnout following proper animal husbandry practices. CRF will exercise the right to obtain for the Horse veterinary and farrier care, on behalf of the Horse Owner; veterinary and farrier fees are at Horse Owner's expense. **Veterinary pre-authorization forms, designating payment by credit**

card, will be provided to Horse Owner. Farrier schedule will appear on the preceding month's board bill and MUST be paid in advance, by credit card or by separate check made out to farrier and presented to CRF before farrier appointment.

LATE FEES. All board fees, plus any fees for services requested by Horse Owner and described in Fee Schedule, are to be paid to Cedar Ridge Farm by the 1st of the month for which services are rendered. Payment by credit card will be charged on the 1st of the month. Invoices will be e-mailed to Horse Owners by the 25th of the preceding month. Minimum service charge is \$1.00. Returned checks in payment to Cedar Ridge Farm will incur a \$37.00 service charge added to the bill. Board fees received after the 5th of the month are subject to a \$25 late fee, which will appear on the following month's invoice.

4. **Facilities.** Horse Owner has examined the facilities of Cedar Ridge Farm at 4501 Cap Stine Road, Frederick, Maryland, and found them to be suitable for the intended purposes.
- Horse will be housed in 12x12 stall, OR
 - Horse will be field boarded, with other horses, geldings only, if space permits.
 - Horse will be turned out daily with other horses in _____ pasture.
 - Exercise:** OWNER shall be solely responsible for the exercise of the horse
 - Grooming:** Separate fee of \$10.00 for each grooming period shall be made part of boarding expense if checked, invoiced as a separate line item. Horse will be groomed __daily __weekly. Grooming entails use of curry, stiff brush, finishing brush, mane & tail brush, and hoof pick; clipping whiskers and bridle path, if horse is trained to clipper.
5. **Proof of Ownership and Coggins Test.** OWNER warrants that it owns said HORSE, that there are no liens against said HORSE, express or implied by law, and will provide, prior to time of delivery of said HORSE to CRF, proof satisfactory of ownership and a negative Coggins test current within the 12-month period.
6. **Vaccinations and Deworming.** Upon arrival of horse to CRF, proof of current tetanus, sleeping sickness, West Nile Virus, Potomac Horse Fever, influenza, and rhinopneumonitis is required. HORSE must have been dewormed at least two weeks before arrival at CRF. If not, HORSE will be dewormed at OWNER's expense upon arrival.
7. **Emergency Care.** CRF agrees to attempt to contact OWNER, at the following emergency contact name and number _____, should CRF feel that medical treatment is needed for said HORSE, provided however, that in the event CRF is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by CRF, CRF is then hereby authorized to secure emergency veterinary care and/or blacksmith/farrier care, and by any licensed providers of such care who are selected by CRF, as CRF determines is required for the health and well-being of said HORSE. The cost of such care secured shall be paid by OWNER directly to care provider, using the pre-authorized veterinary form or paid when invoiced by CRF for farrier care. Owner further authorizes CRF to schedule follow-up care from vet or farrier following an emergency call. Owner agrees to be responsible for any and all costs arising from any such calls.
8. **Routine Veterinary and Farrier Care.** If CRF deems it necessary, in its sole discretion, to obtain routine care such as vaccinations and deworming based on veterinarian recommendations, trimming and/or shoes in a timely manner, owner agrees to be responsible for any and all costs arising from any such routine care.
9. **Stable Rules.** OWNER hereby acknowledges receipt and understanding of the current CRF "Riding Safety and Barn Rules," which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of said guests and invitees according to these Rules. OWNER acknowledges the Rules also include the following:
- Horses deserve respect and kindness. No abuse will be tolerated.
 - Horses are fed at scheduled times by CRF staff. OWNERS agree to **not** feed their horses at other times, as this is disruptive to other horses.
 - If you open a gate, close and latch it behind you. It takes less time to close a gate than catch a horse.
10. **Stable Hours of Operation:** We will attempt to accommodate early and late arrival times, around feeding, scheduled lessons, and training. Barn opens at 7 a.m. and closes at 9:30 p.m. Please check your preferred riding times.

9 a.m. – noon 1 p.m. – 4 p.m. 7 p.m. – 9 p.m. Other _____

11. **Notice of Required Release and Waiver for minors.** CRF may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in CRF's sole discretion, of OWNER or OWNER's guests and invitees to abide by Stable Rules may result in CRF declaring OWNER in default hereunder and result in termination of this AGREEMENT.
12. **Marketing.** Horse Owner agrees to pay CRF a commission for the sale of the Horse, while in the care of CRF, to a third party, according to the attached Fee Schedule. The commission, generally 20% of the sale price unless otherwise noted, is due and payable to Cedar Ridge Farm Egyptian Arabians, LLC, at the closing of the sale. Horses sold within 90 days of leaving the premises of CRF are subject to full commission. Sale horse will be marketed on the CRF web site and any other advertising mutually determined and paid for by Owner, and implemented by CRF.
13. **Show-Related Expenses:** See 2010 Fee Schedule.
14. **Security Interest.** As security for the payment when due of all amounts payable to CRF under this agreement, the Horse Owner hereby grants to CRF a security interest in the HORSE and in all the proceeds therefrom ("the collateral"). In the event any amounts due and payable under this agreement, including amounts owed for veterinary or farrier services, are not paid when due and remain unpaid 30 days after written notice to the Horse Owner of all such nonpayment, CRF shall have a lien upon the Horse for the amounts owed and may exercise all rights and remedies provided by the uniform commercial code and/or this agreement. Should CRF exercise the right to begin litigation against the Horse Owner for non-payment, CRF will be entitled to recover costs incurred, including attorney fees.
15. **Hold Harmless.** OWNER agrees to hold CRF harmless from any claim resulting from damage or injury caused by said HORSE, OWNER, or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by CRF in defense of such claims.
16. **Liability Insurance.** OWNER warrants that he/she carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and CRF from any and all claims arising out of or relating to this AGREEMENT.
17. **Termination of contract.** Parties agree that this contract may be terminated for the following reasons. All sums due must be paid before Horse departs.
 - a. Mutually terminated at end of service agreement, as noted under Effective Date.
 - b. Mutually terminated after 30-day notice.
 - c. Breach of contract by either Horse Owner or CRF
 - If the Horse Owner fails to pay any sum due to CRF within 30 days after written notice to Horse Owner by CRF of such default, CRF may, at its election, terminate this agreement, and require the Horse Owner immediately to pay all sums due and to remove the horse from the CRF facilities. CRF shall have no obligation to surrender the Horse until such sums are paid in full. CRF may, at its election, require cash or a bank check for full payment before surrendering the horse. The Horse Owner agrees to pay for all legal fees in the event any claims are ever necessary. **CRF requires 30 days notice before the horse may be removed from the premises, unless other arrangements have been made.** CRF is under no obligation to refund prepaid boarding expenses should Horse owner elect to remove the Horse.
 - Horses deserve kindness and respect. **Evidence of abuse to horses constitutes cause for immediate termination.** All fees are due immediately and Horse must be removed from CRF facilities. CRF is under no obligation to refund prepaid boarding expenses should Horse Owner be asked to remove the Horse.
 - If CRF fails to follow the terms of this agreement, and the default is not remedied within 30 days following written notice of such default by Horse Owner, Horse Owner may terminate this agreement. Horse Owner agrees to pay all sums due before removing the Horse. If the default is remedied to mutual satisfaction within 30 days following written notice of such default by Horse Owner, this service agreement continues without prejudice.
18. **Right of Lien.** OWNER is put on notice that CRF has and may assert and exercise a right of lien, as provided for by the annotated code of the State of Maryland, for any amount due for the board and keep of HORSE, and also for any storage or other charges due hereunder.

OWNER further agrees CRF shall have the right, without process of law, to attach a lien to the HORSE after 30 days of non-payment or partial payment and **CRF can then sell HORSE at advertised public sale to recover its loss.**

- 19. Abandoned Tack.** Any horse tack or rider apparel left on CRF property for more than two months will become the property of CRF. OWNER will be notified at the beginning of the second month by telephone and e-mail, or postal mail, that said property must be picked up by the end of the second month. If OWNER fails to respond before the end of the second month, said property becomes the property of CRF. **If OWNER desires to retrieve said property after second month, a storage fee of \$100 will apply.**
- 20. Agreement in entirety.** This agreement, together with the attached CRF Schedule of Fees, Horse Information, Credit Card authorization form, and "Riding Safety and Barn Rules" brochure, constitutes the entire service agreement between the Horse Owner and CRF for provision of boarding for the Horse. Any changes to the provisions of this agreement must be made in writing and signed by both parties.
- 21. Release of Responsibility.** Victory Equine Centre International, Inc., Cedar Ridge Farm Egyptian Arabians, LLC (CRF), its owners, agents, servants, or employees (CRF Parties) shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the Horse while in the custody of the CRF Parties, or for any other cause of action whatsoever arising out of or in any way connected with boarding or provision of any service to the Horse, including without limitation any personal injury or disability that the Horse Owner or its agents, servants, employees, or guests may receive while on CRF premises or while engaging in any horse activities with the Horse or a CRF-owned horse. The Horse Owner understands that CRF does not provide, for the benefit of the Horse Owner, any public liability, accidental injury, theft, or equine mortality insurance on the Horse, and that all risks connected with boarding or any other service provided to the Horse shall be borne solely by the Horse Owner. Horse Owner hereby agrees that the CRF Parties shall not be liable for any special, incidental, or consequential damages arising from the actions and activities covered by this agreement.

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

WITNESS that this day _____ the parties identified executed this agreement by signing below.

Signature: _____ Date: _____
Cedar Ridge Farm Egyptian Arabians, LLC (agent or representative)

Signature: _____ Date: _____
Horse Owner

Signature: _____ Date: _____
Horse Owner