



## **Boarding Agreement**

ROSARYVILLE STABLES, LLC  
9820 Rosaryville Road  
Upper Marlboro, MD 20772  
301-868-1776

This Agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ by and between \_\_\_\_\_, hereafter designated "Horse Owner," and Anne Simon d/b/a ROSARYVILLE STABLES, LLC hereafter designated "Stable Owner."

### **Term :**

This agreement is on a continuing basis, until notice of termination by either stable or boarder. It is expressly understood that all fees of boarding and services must be paid in full prior to boarder removing their horse from the premises.

### **Identification of the horse**

This Agreement covers the horse described as follows:

Name:  
Barn name :  
Breed:

Sex:  
Age:  
Color:  
Markings:

**Boarder's information:**

Name:  
Birthday:  
Address:  
City, State, Zip code :  
Email:  
Home phone:  
Work Phone:  
Contact In case of emergency:

**Ownership of/Authority over Horse.**

a. Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Stable. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

b. Identification of Owner of Record if Different Than Boarder. If Boarder is not the owner of record of Horse, the owner of record is:

(Name) \_\_\_\_\_,  
(Street address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_,  
(Zip code) \_\_\_\_\_,  
(Office phone) \_\_\_\_\_, (Cell phone) \_\_\_\_\_,  
(Home phone) \_\_\_\_\_, (E-mail) \_\_\_\_\_.

**Boarding Fee.**

1. Board is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a \$30 late fee, plus \$5 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$50 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges. Checks should be made payable to "Rosaryville Stables LLC",

and can be left in the mailbox inside the tack room or mailed to 9820 Rosaryville Rd, Upper Marlboro, MD 20772 or transferred via Zelle or Paypal to Stable owner.

2. Boarding fees are subject to change at Stable's discretion with thirty (30) days' notice provided to boarder and shall not be construed as a material change to this Agreement. Boarding contracts which begin other than on the first of the month shall be prorated. Boarding fees are non-refundable.
3. The boarding fee shall be \$900 per horse per month paid by boarder in advance of the first day of each month. Boarder is given exclusive use of one stall per horse. Boarding also includes use and access to pastures, arena, trails, assigned storage areas and common areas of the barn, shared by the use of Stable or any other boarder. Stalls are assigned by the management. Stable retains the right to reassign stalls. Stalls are mucked twice daily.

### **Deposit**

A refundable deposit of five hundred dollars (\$500) per horse is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder chooses to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded. The deposit shall be returned to the owner within ten (10) days following termination of this agreement.

### **Stable Services**

1. Full care : Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the horse. Boarder acknowledges he/she has inspected the facilities and finds same in safe and proper order.
2. Services : the standard services included in the boarding fee are as follows :
  - stalls cleaned twice daily
  - daily turnout, weather permitting: Horses will be stalled during bad weather conditions such as: rain, storms, high winds, or when ground conditions are potentially dangerous (i.e., icy, muddy, etc.). Horses will be stalled during night-time and during day-time in very hot and humid weather conditions. Application of protective boots (e.g. gallop or splint boots) on horse for turnout is included. Rosaryville Stables LLC reserves the right to move boarded horses to different stalls, pastures, turnout groups to help our equine community better get along.
  - hay as determined by Stable

- grain of quality determined by stable: the stables' owner shall feed the horses twice per day in their stalls. Adequate hay and grain will be provided by the Stable Owner or his/her designee at her/ his expense. Supplements may be provided by the Horse Owner at his/her expense.
- administration of medications as required by horse, if Stable determines such administration is considered reasonable.
- fresh drinking water at all times.
- Blanketing the horses when needed. Blankets to be provided by the Horse Owner.
- Fly spraying the horse when needed. Fly spray to be provided by the Horse Owner.

**Additional services :**

1. Training/ Lessons : outside trainers are permitted and must show proof of insurance.
2. Additional services are available as described on the "Price and Fee list". Fees for additional services are subject to change at Stable's discretion.

**Property Storage :**

Boarder may store certain tack and equipment on the premises of the Stable at no additional charge. Stable recommends Boarder secure tack trunk/locker with a lock. Limited trailer parking is permitted. Stable shall not be responsible for the theft, loss, damage, or disappearance of any track or equipment or other property, including trailers and contents stowed within trailers, stored at Stables as same is stored at the Boarder's risk.

**Routine Medical Care and farrier care:**

Boarder represents and warrants to Stable that the horse is free from communication diseases upon horse's entry to property. Boarder agrees to the following health care standard and provisions:

Horse must be cared for in an appropriate and humane manner. This includes, but is not limited to, the following:

1. All Boarders must provide the name and contact information of the veterinarian and farrier that they wish to use for the routine and emergency care of their horse
2. Horse must be shod periodically, or have their feet trimmed if not shod, and the Horse Owner will be responsible for farrier costs.
3. Boarder must provide at least 48 h notice prior to the time of delivery of the horse to the premises, and annually, a copy of the horse negative coggins (within twelve (12) months) and it must be kept current if they travel off the farm.
4. Boarder agrees to provide Stable with information of all health records with regard to the horse. Boarder shall inform of any veterinary services or treatment provided to the horse that may be considered beyond regular health care treatment of the horse. Boarder is

responsible for the health maintenance of the horse including but not limited to: regular vaccinations, farrier care, dental care.

5. Boarder agrees and recognizes it is their responsibility to have the horse's teeth examined by an equine dentist or veterinarian annually or as recommended by an equine dentist or veterinarian.
6. For the protection of all horses residing on property, Stable will assume deworming responsibilities for every horse boarded at premises. Deworming schedule is designed to cover parasites on a rotation basis taking seasonal conditions into consideration. Worming will be done at the same time for all horses. Wormer to be provided at Stables' expense. Once yearly Fecal Egg Count (FEC) to be performed at Boarder's expense.
7. Current Vaccination: boarder agrees to have the horse vaccinated on a regular schedule and to provide satisfactory proof of such vaccinations to the Stable. The required Vaccinations are ; RABBIES, INFLUENZA, RHINOPNEUMONITIS, TETANUS TOXOID, WEST NILE VIRUS, EASTER/WESTERN/VENEZUELAN EQUINE ENCEPHALITIS. The recommended vaccinations are: Lymes, Botulism, Strangles and Potomac Horse Fever.

**Emergency care:**

Boarder agrees to provide Stable with a contact number at all time whether boarder is within or outside the state of Maryland. Stable agrees to attempt to contact boarder should Stable feel that medical treatment is needed for the horse, but if Stable is unable to contact boarder within a reasonable and prudent time, Stable is then authorized to secure emergency veterinary and/or farrier care required for the health and well-being of the horse. All costs of such secured services shall be paid by boarder and Stable is hereby authorized, as boarder's agent to arrange direct billing to boarder.

In the event of a colic or other life-threatening illness, Stable shall assume that boarder desires surgical care if recommended by a veterinarian unless Stable is instructed otherwise whether or not that the horse is a surgical candidate.

Boarder hereby instructs Rosaryville Stables LLC that the horse described herein \_\_\_\_\_(is/is not) considered a surgical candidate in the event of colic or other life-threatening illness or injury.

Boarder's initials \_\_\_\_\_

In the event of life-threatening illness or injury and the attending veterinarian has determined extraordinary measures, such as surgery, would not extend quality of life for the horse, boarder authorizes attending veterinarian to euthanize the horse to relieve ongoing suffering.

YES

NO

Boarder's initials \_\_\_\_\_

**Risk of loss, Insurance and disclosure**

1. Risk of loss : during the time that the horse is in custody of Stable, Stable shall not be liable of any sickness, disease, theft, estray, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse, except in the event of gross negligence on the part of the Stable or its agents. This includes, but is not limited to, any personal injury or disability the horse may receive while on Stable's premises.
2. Insurance : The boarder fully understands that Rosaryville Stables LLC does not carry any insurance on any horses not owned by it for boarding or for any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with the boarding or for any other reason for which the horse is in the possession on the premises of the Stables, are to be borne by the boarder. If boarder has or will be purchasing insurance, boarder is to provide proof of insurance coverage to Stable at the time insurance policy is purchased, or upon execution of this agreement.
3. Disclosure of horse's traits and behavior: boarder further agrees to disclose any and all hazardous or dangerous propensities of boarder's horse boarded with Rosaryville Stables LLC. If said horse becomes dangerous to either life or property, the stable reserves the right to immediately terminate this agreement and, at boarder's expense, to make the horse available for possession by the boarder. In such case, the horse shall be removed by the boarder within five (5) days of said notice.

**Right of Livestock Lien:**

The boarder is put on notice that Rosaryville Stables LLC has a right of lien as set forth in §16-401 of the commercial Law Annotated Code of Maryland, for the amount due for board and keep of such horse and other related fees and costs, including, but not limited to, training, lessons, veterinarian, farrier and other services or care. Rosaryville Stables LLC shall have the right, without process of law, to retain said horse until the amount of indebtedness is discharged. In the event Rosaryville Stables LLC exercises its lien rights as described above 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 upon affidavit by Stable's representative(s) setting forth the material facts of the default and foreclosure as well as Stable's compliance with lien procedures as set forth in §16-401 of the commercial law Annotated code of Maryland. In the event a lien sale does not result in the full collection of debt due and applicable fees as set in §16-401 of the Commercial Law Annotated Code of Maryland, boarder agrees to pay all attorney's fees, collection and/or court costs and other related expenses.

Boarder hereby acknowledges he/she had read and understands Rosaryville Stables LLC' right of lien on said horse.

Boarder initials : \_\_\_\_\_

**Assumption of Risk, hold harmless and indemnification**

1. Assumption of Risk : boarder acknowledges that he/she voluntarily participates in various equestrian activities on the premises of Rosaryville Stables LLC and accepts the risks inherent with those activities.
2. Hold harmless : boarder understands that there are inherent risks associated with equine activities to boarder, Stable, persons and animals upon the premises and to property incidental to boarding horses at Stable. Boarder has received, read and signed a "Participant Agreement". Therefore, it is agreed, as one of the material considerations and inducements for the Stable boarding the horse, the boarder hereby releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage, of whatsoever kind, nature or description, to boarder or boarder's property or to the person or property of another, as a result of, or arising out of the boarding of the horse at the Stable.
3. Boarder further agrees to release and hold Stable harmless from all loss occasioned by fire, vandalism, lightning, floods, terrorism, and/or other acts of God.
4. Indemnification : Further, the boarder agrees to indemnify and hold Stable harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities, and losses that the Stable might incur as a consequence of having boarded the Boarder's horse.

Boarder hereby acknowledges and agrees to indemnify and hold harmless Stable and Stable's members, employees, representatives, volunteers and agents. Boarder also hereby acknowledges receipt of "Participant Agreement".

Boarder initials : \_\_\_\_\_

**Release of horse to third party:**

In the event someone other than the boarder shall call for the horse, boarder shall give prior notification to Stable of any arrangements for any person to call for the horse. Stable shall not release the horse to anyone other than the boarder, without prior notification.

Authorized individuals :

- 1.
- 2.
- 3.
- 4.

**Termination of Agreement:**

1. Boarder : boarder agrees that thirty (30) days written notice shall be given to Rosaryville Stables LLC as to the termination of this agreement. Such notice must be acknowledged by Stable in writing. Early termination of this Agreement does not relieve Boarder of fees due for the remaining term of agreement, or for any fees past due and owing.
2. Stable : Rosaryville Stables LLC reserves right of immediate termination for (a) failure of boarder to pay in full all fees and charges within a thirty-day billing cycle, (b) if said horse develops undesirable behaviors that are not conducive to Stable operations or it becomes dangerous to either life or property, or (c) for good cause, including but not limited to, Stable's belief that the boarder has contributed to or created disruption or disharmony of the Stable operations. Stable agrees to give the boarder thirty (30) days' notice of termination of this agreement for any reasons other than those identified in Paragraph #1 as cause for immediate termination.

**Notice :**

Any notice under this agreement shall be addressed in writing to the parties by certified mail or other means of verifiable notice to the recipient at its address set forth below. Parties are responsible for notification of any change of contact information and such changes shall be in writing.

**Applicable law and venue**

The parties agree that the laws and jurisdiction of the State of Maryland govern this agreement. Venue for jurisdictional purposes shall be in Prince George's County Maryland.



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(Signature of Horse Owner)

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(Date)

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(Signature of Stable Owner)  
Anne Simon

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(Date)