



## WEF BOARDING CONTRACT

This BOARDING CONTRACT is made and entered in this \_\_\_\_ day of \_\_\_\_\_, by and between Winters End Farm, LLC, hereinafter designated "Manager", and \_\_\_\_\_, hereinafter designated "Owner", and if Owner is minor, Owner's parent or guardian \_\_\_\_\_.

Manager agrees to accept Owner's horse \_\_\_\_\_ for boarding; and, it is the plan and intention of the Owner to board this horse at Winters End Farm, LLC. for and in consideration of the agreements hereinafter set forth. Owner and manager mutually agree as follows:

- Owner agrees that the Manager, their agents and employees are not liable for death, sickness and/or accident, including consequential damages, caused to the horse, except if caused by willful and wanton gross negligence of Manager. In addition, Owner agrees to hold Manager completely harmless and not liable for any injury whatsoever caused to Owner, and/or any loss or damage to personal property.
- It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Owner's horse and all personal property. Owner agrees to abide by all Manager's rules and regulations and wear proper safety equipment (e.g., hard hat).
- Owner shall pay Manager \$1150 per month or \$38 per day for the following boarding services as described in Schedule A. Pricing for services not including in board are described in Schedule B.
- Board is due on the 20<sup>th</sup> of each month for the upcoming month, and timely payments are strictly enforced. Board should be deposited in the office payment box and checks may be made payable to "WEF". A late fee of \$25 will be charged on payments received more than seven (7) days late; plus a finance charge of 1 ½% per month {18% annually} will be charged on all accounts thirty (30) days past due. If payment is overdue by ninety (90) days, Manager is entitled to lien against horse for amount due and shall enforce lien and sell horse for amount due, according to the appropriate laws of the state.
- Horse shall be free from infections, contagious or transmissible disease. A current negative Coggins test is required upon arrival. Manager reserves the right to refuse horse if not in proper health upon arrival. Manager will also request vaccination history for future veterinarian scheduling.
- Manager reserves the right to notify Owner within seven (7) days of horse's arrival if horse, in Manager's opinion, is deemed dangerous, sick or undesirable for a boarding stable. In such case, Owner is responsible for removing horse within seven {7} days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.
- Regular veterinarian attention will be arranged by the Manager and shall be invoiced by the Veterinarian directly to the Owner. In the event of sickness and/or accident to horse, after reasonable efforts have failed to contact Owner, Manager has permission to contact a Veterinarian for treatment.
- If horse dies, is sold, or leaves Winters End Farm, LLC after the Owner provides the Manager with a thirty (30) day written notice to conclude the contract; Owner may terminate this contract for any reason. In such case, Manager shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this Contract is concluded. If proper notice is not given, Manager shall keep security deposit and consider it liquidated damages.



- Commencement of this contract shall begin on or about \_\_\_\_\_ and be concluded when Manager or Owner give thirty (30) days written notice to conclude the contract.
- This Contract is non-assignable and non-transferable. If stable shuts down, Manager will give Owner thirty (30) days written notice and Manager will be held harmless.
- Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach.
- This contract is made and entered in the State of Massachusetts and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State law, that individual clause is null and void.
- This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.

Stall / Daily stall cleaning / Individual turn out / Hay 4x daily / Grain AM/PM daily / Fresh clean water  
Any other types of feed including but not limited to dengi, alfalfa cubes, etc. as well as any type of dewormer or extra supplements are not provided by the Manager and an added fee will incur that is based on current market prices if these items must be obtained by the Manager. The Manager will be happy to feed anything the owner will provide but it must be the owners' responsibility to replenish the supply

Boarder acknowledges that he/she is financially responsible for services provided on an emergency basis and that the Manager alone may determine what constitutes as an emergency.

- Blankets -The Manager will provide one simple blanket change in the AM and PM with no added charge.
- Boots -The Manager will put on one pair of boot at no charge.
- Holding horse -This includes for veterinarian, farrier, dentist, etc. This also includes walking a sick horse or any other extra care and attention required. \$10.00 per occurrence. If the session occurs for longer than one hour the owner will be charged \$10.00 for each additional hour thereafter.

### Owner Information

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

Phone #s: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_

### Horse Information

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

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Color \_\_\_\_\_



### WEF Barn Rules

No smoking.

Drive Slowly.

All riders and guests must sign a liability release before handling or riding any horse.

It is a boarder's responsibility to ensure that all his/her guests have completely filled out and signed a release.

Persons under 18 may not ride unsupervised without trainer's and parents permission.

USPC approved helmets with chin harness in place must be worn at all times while mounted.

Tie only to crossties (both!), or inside stalls.

Keep stall doors closed at all times. We do not allow stall guards.

It is expected that parents will drop children off for lessons, however it is not acceptable to leave children for more than two hours without prior arrangement.

Jumping is allowed only during instruction by either trainer's name or her authorized assistants.

Each person is responsible for cleaning up after themselves and their horses.

Clean up manure and groom area immediately. Do not wait until after you ride.

Please do not bring your dog. If you must bring your dog, you must keep him/her on a leash or in your car at all times.

All horse related issues will be addressed either at the barn or by phone during business hours.

Do not ride horses on house lawns and property. It is not part of the farm.

Do not feed any horse but your own without owner's permission. Do not allow your horse to "sniff noses" with other horses, as this can lead to injuries.

Please take reasonable care when turning out your horse.

Each person will implement any instructions or suggestions for safety made by our staff.

Each person will respect the posted barn hours 6:30AM to 9:30PM



### WEF Fee Schedule

❖ Full board	\$1150 month
❖ Trailer Parking	\$40 month
❖ Laundry	\$25 month
❖ Feed over 10 qts daily	\$30 month
❖ Multiple supplements not in single dose packaging/liquids	\$5 per product/month
❖ Premium feed	\$10 per product/month
❖ Soaking and wrapping	\$15 per ea (\$30 both)
❖ Hoof wrapping	\$10 per
❖ Cold hosing	\$25 per
❖ Staff Assistance for Appointments	Based on time/Labor
❖ Additional Fee for not arranging Staff Assistance in Advance	\$10 (emergencies excepted)
❖ Additional blanket changes	\$40 month
❖ Additional boot changes	\$30 month
❖ Use of WEF Medications/Supplies	Cost of Product
❖ Additional Bedding	Based on Need/Amount
❖ Damages by Horse/Owner/Owner's Guest	Cost of Repair/Replacement