

Camp Marshall
Worcester County 4-H Center, Inc
92 McCormick Road Spencer, MA 01562
508-885-4891
www.campmarshall.net
www.campmarshallequestriancenter.net

Horse Boarding Agreement



This agreement, dated _____, 2017 made between
Worcester County 4-H Center Camp Marshall at 92 McCormick Road Spencer MA 01562
hereinafter called "STABLE" and
(horse owner's name) _____
residing at (horse owner's address) _____
_____ hereinafter called
"OWNER."

1. Fees, Term and Location – Check Which Option Applies

This agreement is for **SEMI - ROUGH BOARD**: In consideration of **\$185** per horse per month paid by OWNER in advance on the 1st day of each month, STABLE agrees to board herein described horse at STABLE commencing on this **Day** _____ **Month Of** _____ **2017** for a month-to-month basis.

SEMI - ROUGH BOARD includes use of 10x10 box stall and a paddock. All feed, hay, grain, as well as shavings are to be provided by OWNER. STABLE agrees to turn horse out in the mornings. All stall cleaning and turn-in are to be facilitated by OWNER. OWNER needs to prepare morning feed and set up the paddock with hay and water the night before. STABLE will feed grain and turn out horse Monday through Friday. Weekends and holidays are not included.

Paddocks: Included with your board is a 50x50 paddock for one horse. If you would like a double paddock (100x50) for one horse it is \$25 additional per month. Or, if you choose, you could arrange to put your horse in a double paddock with another horse for no additional monthly fee.

2. Description of Horse

Horse Name: _____

Color: _____

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Breed: _____

Age: _____ Sex: _____
(No Stallions are allowed on the Property)

3. Facilities: STABLE agrees to provide adequate facilities for normal and reasonable care required to maintain the health and well being of the animal. It is of the Horse Owner to ensure that the said horse, adequate water, feed, and a clean stall along with paddock area. The facility reserves the right to put said owner on notice if they feel the horse is not adequately being taken care of and or fed.

4. Risk of Loss: During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, 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. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE'S premises. The OWNER fully understands that STABLE does not carry any insurance on any horses not owned by it for boarding or for any other purposes, for which the horses are covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse is in the possession on the premises of the STABLE, are to be borne by the OWNER.

5. Hold Harmless: OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of such claims. All Boarders, family and friends that will be riding the said boarded horse must have a Hold Harmless Agreement on File.

6. Emergency Care: STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse but, if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency veterinary and/or blacksmith care required for the health and wellbeing of said horse. Owner shall pay all costs of such care secured within fifteen days from the date OWNER receives notice thereof, or STABLE is authorized, as OWNER'S agent, to arrange direct billing to the owner.

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7. Shoeing, Worming and Veterinary Care: OWNER agrees to take care of all shoeing, worming and veterinary care for described horse at OWNER'S expense.

8. Ownership and Vaccinations: OWNER warrants that he or she owns said horse and will provide, prior to the time of delivery of said animal, to STABLE, proof of a negative Coggins test (within 1 year in-state or 6 months out of state), Strangles, EWT, Influenza, and Rabies vaccinations. If the horse is arriving from outside of Massachusetts, a health certificate is required.

9. Payments and Default: A refundable deposit is required for all new boarders per each horse. The deposit will be the equivalent amount as the monthly board payment and will be refunded at the time of the horse's departure from Camp Marshall once the Barn Manager approves that the horse's paddock and stall has been thoroughly cleaned and the horse's board is currently paid up to date. If any of these criteria are not met the security deposit will not be refunded to the owner.

Late Fee's :

If board is not paid by the 5th of each month, a \$25 late fee will be incurred. Boarders who rent multiple stalls will have a \$10 late fee per stall after the first stall. Example: 1 stall: \$25 late fee, 2 stalls: \$35 late fee, 3 stalls: \$45 late fee, etc.

Board is to be paid by OWNER on the 1st day of each month. **If board is not paid by the 5th day of each month a \$25 penalty will be incurred per horse per month. Two or more months of unpaid board may result in termination of boarding agreement.**

Either party may terminate this Agreement for failure of other party to meet any material terms of this agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default.

New Horses: If you are bringing in a new horse, all of the required paperwork, as well as 1st month payment and security deposit is due BEFORE you trailer your horse in, otherwise a \$25 penalty will be incurred. Please call or come in to the office to make the arrangements to sign paperwork, give shot records and pay board and/or deposit with Martha , Jeanne or Barbara in advance.

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Returning Horses: If your horse leaves for training or other reasons and you plan to bring the horse back to Camp Marshall, the proper paperwork and 1st month board is due BEFORE you trailer the horse in, otherwise a \$25 penalty will be incurred. If the horse has been off property for more than 6 months, you will be required to pay the refundable \$125 deposit upon return. Please call or come in to the office to make the arrangements to sign paperwork, give shot records and pay board and/or deposit with Rebekah, Jeanne or Barbara in advance.

10. Assignment: This agreement cannot be assigned without the express written consent of STABLE.

11. Notice of Termination: Both parties agree that thirty (30) days notice shall be given as to the termination of this agreement. STABLE reserves the right to terminate this boarding agreement if any terms in this contract, including but not limited to item #13 "General Barn Rules," are not abided by OWNER. If at anytime the Facility feels like a Boarder is a threat to others the termination maybe immediate. Anyone caught stealing will be also terminated immediately .

12. Right to Lien: The OWNER is put on notice that STABLE has a right to lien, as set forth in the law of the State of Massachusetts for the amount due for the board and keep of such horse and also for such storage and shall have the right, without process of law, to retain the said horse until the amount of such indebtedness is discharged.

THIS AGREEMENT IS SUBJECT to the law of the State of Massachusetts.

13. CORI/SORI

All Boarders must comply to a CORI/SORI review. Our main business is with the youth and public and we must do our due diligence to be as safe as possible.

14. General Barn Rules – Please Read Thoroughly

- Please keep your designated barn area clean and free of debris.
- If you turn on a light, please turn it off when you are done using that area.
- Do not ride without a helmet. Camp Marshall will not be held responsible for any injury, accident and/or death occurring because you failed to use the proper safety equipment.

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- Owners contracted under a ROUGH BOARD agreement are required to provide their horse with water EVERY DAY. Camp Marshall is not responsible for providing water to rough board horses.
- If a guest will be riding your horse, please ensure they sign a waiver before mounting. Waivers are located in the mud room off the indoor.
- Please drive slowly through the barns and be careful of children, people, dogs and horses.
- Please do not touch other people's horses without permission, unless in the case of an emergency.
- Please clean your paddock weekly. Please clean up after your horse in the indoor and in the aisle ways.

OWNER NAME _____

ADDRESS _____

PHONE _____ **EMAIL:** _____

VETERINARIAN (INCLUDING PHONE#)

FARRIER (INCLUDING PHONE #)

EMERGENCY CONTACT : _____

OWNER SIGNATURE _____

Date of signature: _____

STABLE:

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Revised March 8th, 2017

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CAMP MARSHALL SIGNATURE _____ **Date of signature:** _____

Contact information for Camp Marshall:

Any and All Barn Issues:

Martha Trifiro - Director of Development

campmarshalldevelopment@gmail.com

Payments/Invoices:

Barbara McManaman – Office Manager

Campmarshall4h@yahoo.com

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EQUINE HOLD HARMLESS RELEASE FORM

Warning: Under Massachusetts Law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant of Chapter 128, Section 2D of the General Laws.

The Undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury, death, and physical harm to rider, horse and spectator. In consideration, therefore, for the privilege of riding, working around horses, riding lessons, boarding, training, any horse related activities or visiting at
WORCESTER COUNTY 4-H CENTER located at **92 McCORMICK ROAD, SPENCER, MA.**

The Undersigned does hereby agree to hold harmless and indemnify **CAMP MARSHALL**, owners of **CAMP MARSHALL**, Board Members, Directors, and Instructors, and further release them from any liability or responsibility for accident, damage, injury, death, or illness to the Undersigned or to any horse owned or leased by the Undersigned or to any family member or spectator accompanying the Undersigned on the premises. This is to include any coaching at any trial event, trail ride, horse show or summer horse camp. Any trucking done by **CAMP MARSHALL** owner of horse will hold ALL insurance (injury, illness or death) on horse being transported by
WORCESTER COUNTY 4-H CENTER, CAMP MARSHALL.

Signature (Rider)

Date

Print Name, Address, and Phone #

Email Address:

Signature of Parent or Guardian

Signature of Worcester County 4-H Center

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