

BOHEMIA CREEK STABLES, LLC.

Training Board Agreement

This agreement is made between Bohemia Creek Stables, Ltd., hereinafter referred to as "BCS", and _____, hereinafter referred to as "Boarder", Owner/Agent of the horse(s) described in Section 1.

1. BOARDER/HORSE INFORMATION

Boarder Information:

Name: _____

Home Phone: _____

Address: _____

Work Phone: _____

Cell Phone: _____

Other Phone: _____

Email Address: _____

Best way to reach Boarder in case of emergency: _____

Boarder's Emergency Contact Information:

Name: _____ Phone: _____

Horse Information:

Boarder warrants that he/she is the Owner/Agent of the horse named and described herein and that there is not now and lien, expressed or implied by law, or other encumbrances against the animal. Proof of ownership shall be provided to BCS upon request.

Horse Name: _____ Reg No.: _____

Color: _____ Breed: _____

Brand: _____ Sex: _____ Age: _____

Distinctive Markings: _____

Initial _____

Special Instructions: _____

Veterinarian: _____ Phone: _____

Farrier: _____ Phone: _____

Insurance Carrier: _____ Phone: _____

Police No.: _____ Expiration Date: _____

Coverage: _____ Value of Horse: _____

In the event of colic or serious injury or illness, said horse IS / IS NOT a surgical candidate (circle one). Boarder pre-approves and hereby guarantees payment for surgical procedures that cost \$ _____ or less.

Should BCS feel that medical treatment is needed for the aforementioned horse and BCS is unable to contact Boarder within a reasonable amount of time, which time shall be judged and determined solely by BCS, BCS is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by BCS, as BCS determines is required for the health and well-being of said horse. The cost of such care secured shall be due and payable within thirty (30) days from the date Boarder receives notice thereof.

If this Agreement provides the herein described boarding services for more than one horse, the same information in the same format, as provided in Section 1, shall be set in writing and attached hereto as Exhibit "A", which is hereby incorporated in full by reference.

2. INOCULATIONS AND TESTS: Boarder avers that the aforementioned horse has not been exposed to any contagious or infectious diseases for two weeks prior to boarding. Further, Boarder warrants that said horse has the following inoculations and tests:

_____ Equine Infectious Anemia

(Coggins) Negative

_____ Flu/Influenza

_____ EWV Encephalitis

_____ Rhinopneumonitis

_____ Rabies

_____ Strangles

_____ Tetanus (optional)

_____ West Nile (optional)

_____ Botulism (optional)

Proof of the above shall be furnished to BCS prior to moving aforementioned horse on to the premises. Boarder shall provide BCS with updated inoculation records whenever new records are acquired.

Initial _____

3. STANDARD OF CARE: Pursuant to Maryland State Law, Article 27, Section 59, BCS agrees to provide normal and reasonable care to maintain the health and well-being of said horse.
4. CARE AND FEEDING: Provided as follows and the discretion of BCS: Grain and hay currently utilized by BCS or as provided by Boarder, daily turn-out (weather permitting and in a paddock determined by BCS with the input of the Boarder). Blanketing will be done as per management's choice. All materials including, but not limited to, hay, grain and additional services above those outlined herein (e.g. Individual turnout or items indicated in the List of Additional Services) that are requested or given by Boarder and are in addition to what is provided and considered reasonable by BCS, will be considered as an extra charge and will be billed to the Boarder each month in accordance with the List of Additional Services that is in effect at the time.
5. OTHER CARE: Deworming: BCS agrees to implement a deworming program, consistent with recognized standards, all at the Boarders expense. Farrier Care: At the Boarder's expense, BCS will arrange for the farrier care for said horse if the Boarder has requested it or if the horse is in need of farrier care for the welfare of the horse as determined by BCS. Veterinary Care: BCS has the right in its sole discretion at the expense of the Boarder to provide reasonable veterinarian care, if BCS or its agents reasonably believe that said horse is in need of emergency veterinary care and/or general health care. Boarder is obligated to pay the expenses of the above-referenced services in accordance with the List of Additional Services effective as of the time the service was performed. Such bill shall be paid within thirty (30) days from the date it is submitted to Boarder.
6. FEES: In consideration of \$35.00 per horse per day (\$1050.00 per month) paid by Boarder in advance for the first month and within 7 days of invoicing by BCS. BCS agrees to board said horse beginning _____, 20__ on a month-to-month basis. Partial month shall be paid on a pro-rata basis based on the number of days boarded in a standard 30 day month.
7. EXPENSES: The TRAINING BOARD fee of \$35.00 per horse per day includes an assigned stall as determined by BCS, feed, hay, daily turn-out (weather permitting). Training includes three to four professional training rides per week which may be, but are not limited to, the following: a professional ride wherein a BCS trainer rides Boarder's horse or the purpose of training said horse, a lesson wherein a BCS instructor trains Boarder, regardless of whether the horse belongs to Boarder or to BCS, or a lesson wherein a BCS trainer works with both the Boarder and his/her horse. All other expenses such as but not necessarily limited to, those items denoted in the List of Additional Services are the responsibility of the Boarder. These expenses will be itemized on the Boarder's bill. The boarder shall bear all costs incidental to the purposes of this agreement, including, but not limited to, veterinary and farrier costs, entry fees, transporting, training, lessons, special equipment, etc.
8. RIGHT TO LIEN: Boarder agrees that BCS has and may assert and exercise its

- right of lien against horse and property for amount due, including late fees, and shall enforce lien and sell said horse for amount due in accordance with Maryland Code of Commercial Law 16-401 and 16-70.
9. **LOSSES:** BCS is not responsible for any loss of horses, tack, and/or equipment kept by the Boarder upon BCS' premises due to accident, illness, fire, theft, natural disaster, or negligence of the Boarder. This includes, but is not limited to, any personal injury or disability the horse may receive while on BCS' premises.
 10. **REMOVAL OF BOARDERS HORSE:** BCS has the right to request Boarder to immediately remove its horse from BCS' premises, if in BCS' reasonable judgement, either Boarder or Boarder's horse presents a danger to other horses located at the stable and/or patron of BCS, or if, in BCS' reasonable judgment, Boarder or his/her horse is unsuitable for BCS' business. In the event that BCS requests that Boarder remove his/her horse from BCS' premises, Boarder shall immediately remove horse and shall forfeit the balance of the boarding fee of the month during which such removal occurs.
 11. **HOLD HARMLESS:** Boarder agrees to hold BCS harmless from any claim resulting from damage or injury caused by said horse, Boarder and/or his/her guests and invitees, and agrees to pay legal fees incurred by BCS in defense of a claim resulting from damage by same.
 12. **BCS RULES:** Boarder hereby acknowledges receipt and understanding of the Rules set forth in BCS' "Farm Policies", which are incorporated by reference in full, as if fully set forth herein. BCS may revise these Rules at any time and Boarder agrees and revision shall have the same force and effect as current rules.
 13. **TERMINATION:** Boarder may remove his/her horse only after thirty (30) days WRITTEN notice is given to BCS. If Boarder fails to give WRITTEN notice of his/her intent to remove the horse from BCS, Boarder forfeits one-half month's board. No oral notice will be accepted. Should Boarder have an unpaid balance, Boarder may not remove the horse or his/her personal property from the premises until all balances have been paid or a written and binding agreement has been made setting forth a payment schedule.
 14. **REMOVAL OF BOARDER'S PROPERTY:** Boarder agrees to remove all personal belongings from BCS's Premises within fifteen (15) days of termination of this agreement, provided Boarder does not have an unpaid balance. After thirty (30) days, BCS will consider said belongings abandoned and has the right to dispose of, sell, or charge for storage for same, regardless of value.
 15. **FAILURE TO MAKE PAYMENT:** In the event Boarder fails to make timely payments and is thirty (30) days past the invoice due date, a late fee of \$25.00 per month will be assessed until the bill is paid in full. Boarder is responsible for costs of collection, including but not limited to, reasonable attorney's fees. Boarder is responsible for any returned checks. There will be a \$30.00 charge assessed for returned checks. Late fees will incur and be applied to the Boarder's account. The

terms of this agreement shall constitute the entire agreement and may not be altered, amended, or modified except in writing and signed by all parties. The terms of this agreement shall be governed by the State of Maryland.

Agreed this _____ day of _____, 20____.

Boarder/Agent

Bohemia Creek Stables, Ltd.
