

PATERNAL GIFT FARM, INC.
HORSE BOARDING AGREEMENT

(A separate agreement should be completed and signed for each horse.)

Owner's Name _____ Date _____
Address _____ Phone _____
City, State, Zip _____ (Day)
Horse's Name _____ Reg. No. ____ Breed _____ (Evenings)
Color _____ Sex ____ Age ____ Brand _____
Markings _____

Give date of last immunizations:

Rabies _____
Tetanus _____
Flu _____
Rhino _____
West Nile _____
Eastern/Western Encephalitis _____
Potomac Horse Fever _____
Strangles _____
Last Negative Coggins _____
Last Worming _____

Veterinarian's Name _____ Phone _____
Address _____

AGREEMENT

1. Scope of Agreement. Paternal Gift Farm, Inc. (“Association”) hereby agrees to provide the following boarding facilities (initial option which applies):

_____ pasture without stable stall

_____ stable board with pasture access

(“Premises”) during the term of this Agreement for the Horse identified above (“Horse”), upon the terms, covenants, and conditions set forth in this Agreement. In connection with the boarding of the Horse on the Premises, Owner shall be entitled to enter upon the Premises to feed, exercise and otherwise care for the Horse and to ride the Horse in the pastures and trails within such portions of the Association’s property as are designated for such purposes. Owner shall not trespass upon any other property within the residential community known as Paternal Gift Farm, whether or not such property is under the Association’s control.

2. Term. This Agreement shall have an initial term of _____ commencing on the ____ day of _____, 20____, and ending on the _____ day of _____, 20____, and thereafter shall be automatically renewed for successive terms, without execution of a new agreement or other instrument, unless and until terminated as provided herein (the “Term”).

3. Rent. In consideration of the Premises, Owner shall pay monthly rent to Association in the amount of (initial option which applies):

_____ \$ _____ for pasture without stable stall

_____ \$ _____ for stable board with pasture access

Owner shall pay to Association the monthly rent in advance on the first day of each and every month of the Term. **Owner shall send payment to Paternal Gift Farm, PO Box 241, Highland, MD 20777.** The monthly rent shall be prorated for the first and last months of the Term based upon the number of days of the Agreement term which fall in such months. A late charge of 5% of the amount of the unpaid monthly rent shall be assessed for any payment delinquent 10 days after its due date. Owner hereby grants a lien to Association for all unpaid rent and charges pursuant to Md. Code Ann. §16-401. The Association may foreclose its lien for delinquent rent and charges after 60 days, and Association may pursue all collection remedies provided by Maryland law to satisfy delinquent rent and charges.

4. Condition and Use of Premises. Owner acknowledges that he/she has examined the Premises and accepts the Premises in their “as is” condition and agrees that the Premises are in good and/or satisfactory order and repair. Owner shall be responsible for any damage to the Premises caused by Owner or Owner’s Horse, except for ordinary wear and tear. If Owner’s Horse cribs, Owner shall ensure Horse wears an effective collar or muzzle at all times. Owner may be asked to remove Horse from Premises if Horse is damaging Premises. Owner acknowledges and agrees that all costs incurred by the Association for repairs to the Premises resulting from the acts of Owner or Owner’s Horse shall be the responsibility of Owner and Owner agrees to reimburse Association promptly upon demand for any such costs.

Owner agrees to use the Premises solely for the purposes described in Paragraph 1 above. Owner shall not use the Premises in any manner which violates any laws, ordinances, restrictions or regulations, nor in any manner which creates a nuisance or inconvenience to the Association, its members, or other boarders. Owner agrees no lessons will be given on the Premises unless instructor can provide proof of insurance. Owner agrees to follow the barn safety and maintenance rules as established by the Association. Children under the age of 16 shall be accompanied by an adult when on the Premises, unless they have been granted permission by the Association to care for their own horse.

Owner shall be entitled to invite guests to come upon the Premises for purposes consistent with this Agreement, provided Owner shall abide by such rules and regulations as the Association may establish from time to time for identifying and registering such guests, and Owner agrees to accept full responsibility for the actions of any such guests of Owner while on the Association's property.

5. Care. The Association shall provide routine maintenance and cleaning of the Premises with such frequency as the Association, in its sole discretion, shall determine necessary in order to avoid unhealthy or uninhabitable conditions. Owner agrees and acknowledges that Association shall have no responsibility or liability for feeding, grooming, maintaining, supervising, or providing care for Owner's Horse. Owner covenants and accepts sole and exclusive responsibility for feeding, grooming, exercising and otherwise maintaining his/her Horse.

6. Health. Owner represents, to the best of his/her knowledge that Horse is not suffering from any contagious or infectious diseases including, without limitation, those for which vaccinations are required or recommended as listed below. Should Owner have reason to suspect or believe that his/her Horse is suffering from any contagious or infectious disease at any time during the Term, Owner agrees to immediately take appropriate action to minimize risk to other horses until such time as the Horse is declared by a veterinarian not to be contagious or infectious. Owner represents and warrants that Horse has been immunized as set forth below. Owner represents and warrants that Horse has been dewormed within 2 months prior to the commencement of the Term. Owner shall cause Horse to be dewormed every 2 months during the Term as per worming Schedule "A" attached. Owner shall cause Horse to be inoculated for equine influenza, rhino, rabies, tetanus, Potomac Horse Fever, and Eastern/Western Encephalitis. It is recommended that Horse be inoculated for West Nile Virus and Strangles. Owner shall cause Horse to be tested for Equine Infectious Anemia (Coggins) at least yearly during the Term. Owner shall provide annual proof of immunizations and a negative Coggins test.

Owner shall have the sole responsibility to care for the health of his/her Horse. Owner hereby consents to any medical treatment for Horse that Association, in its sole discretion, deems advisable in an emergency. Owner consents to treatment by the stable veterinarian selected by Association if Owner cannot be contacted, and Owner acknowledges and agrees that all charges thus incurred shall be the responsibility of Owner. Association shall have no obligation to provide any such emergency care. If the Association or its agent determines that Owner's Horse is behaving in such a way as to pose a threat to the health or safety of any other horses, people, or animals who might reasonably be in the vicinity, Association may terminate this Agreement immediately as provided herein and remove the Horse to an isolated area. The Owner agrees to remove the horse from the Property immediately upon request.

7. Termination. **The Association members are entitled to priority boarding and may request termination of this Agreement with 60 days written notice. Such termination would be requested of the Owner (who is not a member of the Association) with the least boarding tenure among the Owners in a particular barn or pasture. Otherwise,** either party may terminate this Agreement at any time without cause upon 30 days written notice to the other party. Upon termination of this Agreement,

Owner shall immediately remove Horse and all personal property from the Premises. The Association may dispose of any personal property which remains on the Premises more than three days after termination of this Agreement in any manner it deems appropriate.

Upon default of either party in its obligations under this Agreement, the other party may declare this Agreement terminated immediately. The party declaring this Agreement terminated shall provide the other party with written notice of termination. Owner shall have three business days to remove his/her Horse and personal property, subject to payment of any deficiencies in rent or other charges.

8. Limitation of Liability. Owner acknowledges and agrees that Association is not in any way responsible for Owner safety or for the safety of his/her family or guests while on the Association's property. Owner acknowledges and agrees that Association is not in any way responsible for the care, well being, or injury of Owner's Horse under this Agreement. Owner acknowledges and agrees that he/she shall not be authorized to handle or use other persons' horses, tack, or personal property without express permission from the owner thereof for each occasion.

Owner covenants to make no claim and agrees to hold harmless Association, its members, officers, directors, agents and employees for any claim, loss, damage or injury to person or property, including theft, arising out of this Agreement and Owner's use of the Premises or other Association property pursuant hereto. Owner covenants and agrees to indemnify the Association, its members, officers, directors, agents and employees and hold them harmless for any claim, loss, damage or injury to person or property, including theft, arising out of any act, failure to act, or negligence by Owner, Owner's guests, or anyone in Owner's control or employ.

9. Miscellaneous. This Agreement contains the entire agreement between Owner and Association. Neither Owner nor Association, its members, officers, directors, agents and employees shall be bound by any terms, conditions, warranties or representations except as set forth herein or in an addendum to this Agreement signed by both parties.

Time is of the essence for this Agreement.

This Agreement shall be interpreted under the laws of the State of Maryland. If any provision of this Agreement shall be deemed unlawful or unenforceable by a court of law, such provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect.

The failure of either party to strictly enforce the provisions of this Agreement shall not constitute a waiver or bar future demands for strict compliance with the terms hereof.

PATERNAL GIFT FARM, INC.

OWNER:

Signed By: _____

Printed Name: _____

Date: _____

Attachment A.
Paternal Gift Farm, Inc. Worming Schedule Requirements

JAN/FEB
Moxidectin
(Quest)

MAR/APR
Ivermectin

MAY/JUN
Pyrantel
(Strongid)

JUL/AUG
Ivermectin

SEPT/OCT
Pyrantel(Strongid)
X2 for tapeworms

NOV/DEC
Ivermectin