

TWIN LAKE ACRES BOARDING AGREEMENT AND LIABILITY RELEASE

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Twin Lake Acres, hereinafter referred to as "STABLE", located at 5227 Lower Cherry Valley Road, Saylorsburg, 18353 AND _____ residing at (owner's address) _____ City _____ State _____ Zip code _____ hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of _____ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse on a month-to-month basis commencing _____. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in the standard 30 day month. Late Fees: Boarding fees paid between the third and the fifteenth day of the current month due will be subject to a late fee of **10%** of the monthly board (amount subject to change if fee varies).

Fee schedule will be publicly posted at the barn and will become part of this agreement. STABLE can change the fee schedule at anytime provided the OWNER receives two weeks notice. The new fee schedule shall be posted and shall supersede any prior fee schedule and become part of this agreement.

STABLE shall have the right to relocate OWNER'S horse to another stall on the premises.

2. DESCRIPTION OF HORSE(S)

Name:

Age:

Breed:

Sex:

Registration/Tattoo:

Insurance Carrier, Policy and Phone Number (if applicable): _____

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse(s).

- Twice daily feeding of hay minimum (geared towards individual needs). hay in fields in winter
- Twice daily feeding of grain (up to 4 lbs)
- Box stall with ample bedding or if field board run in shed
- Daily fresh water and weekly bucket cleaning
- Daily stall mucking
- Daily turn-out (except in extreme weather conditions)
- Turn outs provided with water at all times they are occupied
- Evening turnout in the summer and day turnout in the winter
- Routine worming every six weeks

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness and influenza/vaccinations is required. A negative current Coggins test is required for all horses arriving from off premises. STABLE will worm horses on schedule every six weeks.

5. RISK OF LOSS

During the time that the horse(s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or liability the horse may receive while on Stable's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horses(s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to borne by OWNER.

OWNER is warned that while on premises of STABLE, direct loss, damage, and theft to Owner's Horse(s), tack equipment and trailer is not the responsibility of STABLE or covered by STABLE insurance. The OWNER is financially responsible for such items.

6. RISK OF LOSS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. YOU ASSUME THE RISK OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW! The owner will not hold any other boarders horse, or the stable's horses responsible for injuries or death occurring to the equine while boarded at the stable. The owner will not hold the stable, or the property owner, responsible for any personal injuries, which occur while visiting or riding at the stable. The owner takes full responsibility for acting in accordance with the rules and regulations of the stable and recognizes the fact that horses are dangerous animals that can cause serious injury and even death to the owner and any visitors accompanying the owner.

The owner will not use his/her horses in any lesson program. Any leasors the owner has for the above equines will be required to sign a release and adhere to all stable rules the same as a boarder. Rule violation by a leasor will be the same as a rule violation by the owner and can be cause for immediate eviction of the horse and owner from the stable without the standard thirty-day notice.

7. EMERGENCY CARE

The equine will be monitored by the stable for illness, injury and/or disease while at STABLE. The STABLE agrees to attempt to contact OWNER, at emergency telephone number given on this agreement should STABLE feels that medical treatment is needed for said horse(s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by OWNER within 15 days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

8. STABLE RULES

The stable has a strict set of rules that must be followed by the owner and any visitors coming to the stable with the owner. These rules and regulations are made for the safety of all the equines in the stable and for all persons visiting the stable. Owner hereby acknowledges receipt and understanding of the current STABLE rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these rules and accepts responsibility for the conduct of his guests and invitees according to these rules. OWNER acknowledges the rules include but are not limited to:

- No smoking near barn, hay or dry grass areas. No illegal drugs on premises.
- No dogs off leash. Dogs are to be curbed.
- Riding in the middle of airstrip is prohibited: Be aware that the strip is on a national aviation chart. Watch for incoming emergency (and outgoing) traffic.
- The studio apartment, house, hayloft and garage are off limits.
- All vehicles must be parked in the parking area in front of the garage, do not park in the parking area at the house or on the side of the road.
- Owners may not handle any equine other than their own, without the specific consent of the owner.
- Do not feed your equine. If you believe your equine needs its rations increased, please notify the stable.
- Do not give treats to any equine other than your own.
- 5 mph speed limit in driveway.
- Do not ride without safety equipment, including a helmet.
- Clean up any mess in the barn aisles. A muck bucket, shovel and broom will be provided. This includes manure in the indoor arena.
- Owner and owner's guests may not hunt or fish on premises without prior permission from stable.
- Owner and owner's guest are not permitted to ride recreational vehicles on premises.
- An adult must accompany minors at all times and children must be supervised.
- Owner is responsible for the actions of his/her guests. It is the owner's responsibility to explain the rules to his/her guests.
- If you are the last one in the barn/indoor shut the lights off.
- Always mount and dismount in the indoor arena or outdoors, do not mount or remain mounted while entering barn.
- All injuries, accidents and damages must be immediately brought to our attention.
- Hours for boarders are from 8:00 am – 10:00 pm on weekdays and from 8:00 am – 11:00 pm on weekends/holidays. The horses must be on a schedule to perform at their best.
- Riding etiquette applies in all arenas. Pass to the left. Be courteous of instruction in arenas and do not put other riders/horses in danger.

STABLE may revise these rules from time to time and OWNER agrees any revision shall have the same force and effect as current rules. Failure, as determined in STABLE'S sole discretion, of OWNER or OWNER'S guests and invitees to abide by STABLE rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

9. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to stable rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination.

Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations default.

10. ASSIGNMENT

OWNER may not assign this AGREEMENT without the express written consent of STABLE.

11. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

12. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the Commonwealth of Pennsylvania for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss.

Special instructions to STABLE including vices or special habits:

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

By: _____
Owner's Name: _____
Address: _____
City/State/Zip code: _____

Day Phone: _____
Evening Phone: _____
Cell Phone: _____
Emergency Phone: _____

By: _____
Dennis Krell, Jr. Proprietor
5227 Lower Cherry Valley Road
Saylorsburg, PA 18353
570-992-0560