

BOARDING CONTRACT
Morgan Landing Farm
859 Flemings Landing Road
Townsend, DE 19734
302 653-2727

EQUINE TO BE BOARDED: _____ BREED: _____

EQUINE OWNER(S): _____ DAY PHONE: _____

ADDRESS: _____ EVE PHONE: _____

_____ CELL PHONE: _____

EQUINE VET: _____ VET PHONE: _____

DATE OF LATEST COGGINS _____ LAST WORMING DATE _____ YEARLY SHOTS DATE _____

LAST FARRIER DATE _____

ANY PREVIOUS ILLNESS OR INJURIES BEFORE COMING TO MORGAN LANDING FARM:

This Contract is between the stable MORGAN LANDING FARM (“MLF”) and owner (“Owner”) of the above named equine (“Equine”)

1. Term:

This Contract begins on the _____ day of _____, 200__ and will continue on a month to month basis until this Contract is terminated, with a minimum of sixty (60) days prior written notice by either party to the other, subject to Paragraph 6 (c) below.

2. MLF SERVICES:

The Equine will receive the following care:

- (a) Twice daily feeding of hay
- (b) Twice daily feeding of grain.
- (c) Twice-daily fresh water and weekly bucket cleaning.
- (d) Daily stall cleaning (subject to weather conditions) with bedding of sawdust.
- (e) Minimum twice-weekly turn-out (subject to weather conditions).

3. Illness, Injury, or Disease:

The Equine will be monitored by MLF for illness, injury and/or disease; provided MLF will not treat the Equine without written permission on file (attached to this contract as Exhibit A) alleviating MLF of responsibility of treatment. In the event of an emergency, MLF will treat the Equine until the veterinarian identified above by Owner (Owners Veterinarian) arrives on the scene. With the exception of such emergency, the Owners Veterinarian will treat any and all illnesses, injuries and/or diseases, and the costs of such treatment will be the sole responsibility of the Owner. MLF will make every effort to contact the Owner at one of the above phone numbers prior to contacting the veterinarian. In the event that the Owner’s Veterinarian is unavailable and the Owner is not available at the phone numbers provided, MLF shall exercise its reasonable judgment in arranging for a veterinarian the cost of which shall be the responsibility of Owner. In no event will MLF be liable to Owner for any treatment of the Equine by Owner’s Veterinarian or any other veterinarian.

4. Price:

- (a) The monthly price of services provided by MLF as set out in Paragraph 2, and due on the 1st of each month, shall be:
Mares and Geldings - \$275.00
Stallions - \$350.00
The costs of training if requested by Owner shall be agreed to on a case by case basis
- (b) Owners will be given a sixty (60) day notice in the event of any cost increases. Equines boarded for training purposes will receive (at no extra charge) grooming, weekly clipping, and bathing.
- (c) There is a security fee of \$100.00 per Equine boarded due upon signing this Contract. The security fee is non refundable and used for stall/equipment damages on account.
- (d) MLF shall worm equines owned by MLF every other month. The Owner is required to worm the Equine at the same time in order to maintain the integrity of the pasture area. At the Owner's request, MLF will provide the Owner with wormer at cost and will administer the wormer, should the Owner give MLF written permission to do so. (See attached waiver)
- (e) MLF shall arrange for a farrier visit every eight (8) weeks for trimming and shoeing. The Owner is responsible for all costs associated with trimming and shoeing the Equine.

5. MLF Disclaimer:

MLF is not responsible for any injury, disease or death occurring to the Equine while at MLF. While MLF will use all reasonable care and judgment providing the services set out in Paragraph 2, in turnout, tying and handling of horses, in the situation a live animal interacting in a herd situation, it is possible the Equine can injure itself in a stall, in cross ties, on a single line, during turnout, during stall cleaning or otherwise, and may be injured or harmed by other equines or other outside forces. Owner agrees to release and hold harmless MLF and its employees, contractors, and representatives from and against any harm, injury, disease or illness to the Equine from any cause, except unless resulting solely and directly from the abuse or gross negligence of MLF

6. Obligation of Owner:

- (a) The Owner is responsible for its own injury and mortality insurance on the Equine while boarding at the MLF.
- (b) The Owner will release and hold harmless MLF and its employees, contractors, and representatives, for any personal injuries to owner or its visitors which occur while visiting or riding at MLF. The Owner and any of its visitors takes full responsibility for acting in accordance with the rules of MLF set out in Exhibit B, hereto ("MLF Rules") and recognizes the fact that horses may be dangerous animals that can cause debilitating injury and even death to the Owner and any visitors accompanying the Owner.
- (c) The Owner will not use its Equine in any leasing program or lesson program without proper liability insurance reasonably acceptable to MLF and written permission from MLF. A copy of evidence of such insurance will be kept on file with the MLF manager. Any lessee the Owner has for the above Equines will be required to sign a Release form and adhere to all the MLF Rules set out in Exhibit B. Rules violations by a lessee will be deemed Rules violations by the Owner and can be cause for immediate eviction of the Equine and the Owner from MLF without the standard sixty-day notice.
- (d) Owner acknowledges that it has been provided a copy of Delaware Liens for the Care of Horses: Delaware Code Title 25, Property Part II. Chapter 39, Section 3901-3910.

Signature: _____

Date: _____

Exhibit A
Waiver

Notice: Under Delaware law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to 10 Delaware Code #8140. Enacted in 1995

This Contract is for the protection of MLF as well as the protection of the Owner. Please read and understand the attached Rules (attached as Exhibit B) carefully. Under Delaware state law, the Owner, and any visitors accompanied by the Owner, cannot hold MLF responsible for any and all injuries, accidents and/or deaths associated with boarding the Equine at MLF or visiting MLF. The Owner will be responsible and courteous while on the property of MLF. We look forward to you and your Equine being with us a long time!

I/We have read and agree to the terms of this Contract. I/We were given a set of Rules (Exhibit B) and I/We will follow the Rules as set forth by:

Signature of Owner(s) Date: _____

Signature of Owner(s) Date: _____

Printed name of owner(s)

Printed name of owner(s) Date: _____

Signature of Morgan Landing Farm Manager Date: _____

Printed name of Morgan Landing Farm Manager

Exhibit B
Rules

- (a) This set of Rules must be followed by the Owner and any visitors coming to MLF with the Owner. These Rules are for the safety of the Equine and all other equines at MLF and for all persons visiting MLF.
- (b) The Owner will maintain a halter and lead rope on the premises for the use by MLF for leading and tying the Equine. The Owner will also maintain its own set of grooming equipment (i.e. brushes, hoof pick, clippers) and will not share brushes and clippers with other Owners at MLF for hygienic reasons.
- (c) The Owner will maintain the integrity of its own tack. Any and all damages to tack stored at MLF are not the responsibility of MLF.
- (d) The Owner will pay extra costs associated with extra feed rations or special feed rations, vitamin supplements, corn oil supplements, wormer, semi-annual shots, mare and foal feed and/or special or extra bedding. MLF will gladly make whatever adjustments to the care of the Equine are reasonably requested in writing by the Owner, at the Owner's cost. Not all supplements and additional feeds are recommended by MLF.
- (e) The Owner will pay in full any and all bills to Owners Veterinarian or other veterinarians, farriers and to MLF prior to removing the Equine from MLF. The Owner understands the Equine is held at MLF as collateral for all charges for these bills as well as for past due boarding and/or training costs
- (f) If the Owner does not give sixty (60) day written notice to vacate the stall, the Owner will be required to pay the boarding fees for the balance of the days left after vacating equaling sixty (60) days (e.g. Give thirty (30) days notice, pay board for remaining thirty (30) days). In the event the MLF is able to fill the stall with a new boarder at the end of the given notice period, then no boarding fees will be due from the Owner for balance of days.