## ON COURSE EQUESTRIAN SERVICES L.L.C. BOARDING AGREEMENT

This agreement made and entered into by and between	en On Course Equestri	an Services L.L.C.		
(hereinafter "OCES", and	(hereina fter "Owner").			
OCES and Owner desire to enter into this Agreement	upon the terms and o	conditions herein.		
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This agreement covers the horse described as:				
Name:				
Age: Breed:	Sex:	Height:		

The horse and all equipment of Owner situated on the farm shall be the sole risk of Owner. OCES assumes no responsibility for damages, loss, injury, or death howsoever caused or arising, whether by negligence or otherwise, which may hereafter be sustained by Owner, Owner's horse, or anyone invited to the farm by Owner (herein referred to as Owner's guests) of the Owner loss, care or use not resulting from the negligence of OCES or it's employees or helpers.

Monthly Board: OCES agrees to feed, water, and care for the horse as follows:

- 1. If boarded in stall, stall will be cleaned once daily.
- 2. Water will be available at all times.
- 3. Horse will be fed twice daily up to 10lbs. of sweet feed. Any other type of grain or amount will be at an additional and mutually agreed on cost.
- 4. Hay will be given as needed, up to 20 lbs per day.

Additional charges that could be on your monthly statement:

- 1. Farrier Horse will be placed on a rotation with our farm farrier. If you would like to use your own farrier, all scheduling and care will be the responsibility of Owner.
- 2. De-worming / Fecal test Every horse arriving on the farm must be wormed prior to or upon arrival or recently had negative results on fecal test. Owner will be notified when horses are to be de-wormed or when fecal test is to be taken.
- 3. Blanketing / Fly mask- There is a \$10 blanketing / fly mask fee per month, per horse.
- 4. Extra stall care If you are boarding your horse in a stall and it requires lay-up time due to sickness or injury there will be a \$5 a day extra charge. If your horse is pasture board and you would like a stall for a day/night due to horse show, camp etc. there will be an extra \$10 fee per horse per day/night.
- 5. Outside instructors are not encouraged but if Owner uses another instructor a \$20 charge per hour will be added for the use of our facility.

## Owner agrees that:

- 1. Owner will pay OCES for services listed in this contract the sum of \$\_\_\_\_\_ per month, and any additional costs agreed on.
- 2. Charges and fees incurred which are more than 15 days past due (after the 15<sup>th</sup> of the month) shall be subject to interest in the amount of 10% per month on the unpaid balance.
- 3. OCES shall have a lien against boarded horse and any other goods, fixtures and personal property of the Owner as shall be in the possession of the stable owner, as security for the payment of the aforementioned fees. Under no circumstances shall horse be removed from OCES until all debts are paid in full. OCES shall be entitled to sell said boarded horse and such

- other goods, fixtures and personal property as may be in his possession in order to satisfy said lien, upon proper notice, advertisement and other compliance with section 9 of the commercial law article of the Maryland annotated code.
- 4. In the event that it becomes necessary for OCES to initiate legal action against Owner for fees and charges, all cost of pursuing same, including court costs and attorney's fees incurred by OCES shall be the sole responsibility of Owner.
- 5. OCES will not be responsible for lawsuits attained out of damage done by horse, Owners or owner's guests while on lands other than OCES. Payment for said damages will be the responsibility of Owner.
- 6. Owner agrees to assume all responsibility and risk arising from engaging or participating in any activities or for the loss of property at OCES.
- 7. In the event that Owner is asked to leave OCES, a 7 day relocation period will be given. All debts will be paid in full prior to the movement of horse and or property.

Owner and OCES mutually agree that in the event that Owner's horse shall require the services of a veterinarian, OCES will contact Owner. In the event that Owner cannot be reached, Leigh Tsottles and OCES is hereby authorized, as agent for Owner to call our farm veterinarian or any other licensed veterinarian of his choice. All fees charged by veterinarian shall be the sole and exclusive responsibility of Owner, with no liability whatsoever on the part of Leigh Tsottles and OCES.

- 1. This agreement shall be interpreted in accordance with the laws of the state of Maryland.
- 2. This agreement represents the entire understanding between the parties. No alterations, modifications, or deletions of the terms shall be accepted unless same is in writing and signed by parties.
- 3. In the event that it becomes necessary for OCES to initiate legal action against Owner for fees and charges, all costs of pursuing same, including court costs and attorney's fees incurred by OCES shall be the sole responsibility of horse owner.
- 4. This agreement is to be constructed both in whole and in part; failure by OCES to enforce any particular clause or provision shall not render the balance of the agreement void.
- 5. A \$20 returned check fee will be applied to all returned checks.
- 6. All fees are subject to change given 30 days notice by On Course Equestrian Services L.L.C.

EXECUTED on this day of	I , 2	<u>.</u>		
X	D.			
Signature of owner	Prir	Printed name		
Address	City	State	Zip	
Phone#	Email	Email address		
X		igh A. Tsottles		
OCES Signature	1	Printed name		