



Boarding Contract – Monthly Boarders
(As of 1 Feb 2020)
(Please fill out completely and initial all orange boxes)

❖ **THIS BOARDING AGREEMENT** is made by and between Semper Fi Fields, LLC, hereinafter referred to as “SFF” and _____, hereinafter referred to as “Owner”. SFF and Owner desire to enter into this agreement upon the terms and conditions contained below and to be legally bound.

1. **Description of Horse:** (NOTE: a separate “Description of Horse” and “Temperament and Habits” section must be completed for each horse – use separate sheet or reprint this page for each horse):

Registered Name /Barn Name: _____

Birthdate: _____ Sex: _____ Fixed? **Y / N** Breed: _____

Color(s) & Markings: _____

2. **Temperament and Habits:** Please acknowledge if horse demonstrates any of the following traits/behaviors: *(Check all that apply):*

- | | |
|--|--|
| <input type="checkbox"/> Biting/nipping | <input type="checkbox"/> Pulling on lead/refusal to be led |
| <input type="checkbox"/> Kicking/Striking | <input type="checkbox"/> Overall pushiness with handler |
| <input type="checkbox"/> Bucking/Rearing | <input type="checkbox"/> Spooks easily |
| <input type="checkbox"/> Charging | <input type="checkbox"/> Aggressiveness towards people |
| <input type="checkbox"/> Cribbing/Wood Chewing | <input type="checkbox"/> Shying/Bolting |
| <input type="checkbox"/> Pawing/Digging | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Hard to catch | |

* Please note that, for the safety and well-being of humans and horses alike, it is important that Owners disclose any distinctive traits/behaviors of their horse. In the event that dangerous or destructive behaviors are discovered AFTER the horse becomes a Boarder, SFF will notify Owner of what is occurring and will work with Owner to try to remedy the negative trend. If a horse becomes a danger to humans or other horses, SFF may choose to terminate this Agreement.

Please describe overall temperament and any unique idiosyncrasies your horse has – anything that SFF should know to better handle and build trust with your horse:

3. **Contacts:**

❖ **Horse Owner Information:**

Name of Owner(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Cell Phone: _____

E-mail: _____

(Initials)

Legal Ownership: Owner represents and warrants that he/she is the legal owner of the horse, or that he/she has the express authority from the legal owner to enter into this Agreement and to board the horse with SFF. If Owner is not the legal owner, he/she is still fully bound by the terms of this Agreement.

❖ **Emergency Contacts:** (if Owner cannot be reached)*

Name: _____ Phone: _____
Name: _____ Phone: _____

** Note all Emergency Contacts must be at least 18 years old and have owner's authorization to make decisions regarding Horse's health and welfare (Please initial statement below):*

(Initials)

The above-named Emergency Contacts have my permission to make decisions regarding the health and welfare of my horse.

❖ **Other Important Contact Information:**

Veterinarian: _____ Phone: _____
Farrier: _____ Phone: _____
Dentist: _____ Phone: _____
Trainer: _____ Phone: _____
Insurance Carrier, Policy #, Phone #: _____

4. Location, Fees and Terms:

- ❖ **Location:** SFF boarding facility is located at **2206 McGinnes Road, Chestertown, Queen Anne's County, MD. 21620**. Any reference to premises of Semper Fi Fields shall be construed to include only the real property and buildings (with exception of the family domicile on the property) located at the address so noted and which is used for Semper Fi Fields, LLC equine business and operation.
- ❖ **Duration:** This agreement is on a month to month basis. It is automatically renewed each month, unless SFF or Owner terminates the agreement in accordance with Section 11 of this contract.
- ❖ **Boarding Fees (see current Semper Fi Fields Boarding and A La Carte Fees).** Owner agrees to pay the following negotiated monthly fee(s), or as noted, until such time as this agreement is cancelled or terminated.

- \$_____ Stall Board – Full Care A/B
- \$_____ Stall Board – Share-Care A/B
- \$_____ Field Board / Field Board Plus+
- \$_____ Self-Care (Stall Board Only)
- \$_____ Non-refundable deposit to hold a stall (up to 30 days)
- \$_____ Other services negotiated

FEE NOTES:

(Initials)

Stall and Field boarding fees are due upon arrival and prepaid on the 1st of each successive month. Partial months boarding shall be pro-rated based on the number of days boarded on a standard 30-day month. **A non-refundable deposit of \$150 will hold a stall for up to 30 days.** The deposit will go towards the first month's boarding.

(Initials)

Late Fees: Payments received after the 10th of the month will incur a \$25.00 late fee.

(Initials)

Convenience Fee: SFF accepts cash, check, credit cards, and PayPal. **Payments made by credit card or PayPal will incur a 3% convenience fee.** Make checks payable to "Semper Fi Fields, LLC". SFF may revoke Owner's check-writing privileges in the case of a returned (bounced) check.

(Initials)

Fee Changes: Boarding fees are subject to change at SFF's discretion with thirty (30) days' notice provided to Owner and shall not be construed as a material change to this agreement.

5. **Description of Services & Accommodations Provided.**

- ❖ **Stall Board (Full Care):** Owner is given exclusive use of and access to one stall per horse under this provision and in accordance with Semper Fi Fields Rules and Regulations. Full Care board also includes use and access to designated "active" pastures (those that are in use and not being "rested" or under maintenance). Full Care boarders have access to all arenas, trails, assigned storage areas, and all common areas shared by other boarders. For Full Care boarders SFF personnel will turn out/turn in horse according to seasonal turn-out schedule (or as negotiated). SFF personnel will muck stalls daily & replace bedding. Owners have the option to use SFF hay or provide their own hay (at a reduced boarding cost). SFF will feed hay and provide ample water to each horse in the stall, and during turn-out, when required due to insufficient pasture grasses (during the winter). Upon request, SFF will feed grain or supplements to horses (special feed, grain, pellets, etc.) up to twice daily. However, any such feed must be provided by Owner. Special feed & alternative bedding provided by Owner must be labeled with the horse's/owner's name and stored in the designated area(s). Owners who choose to provide their own hay/bedding are asked to keep at least 3 bales of hay and 1 bale of bedding available at all times – if owner runs out of hay, **SFF may charge Owner a fee per bale.** SFF will put on/take off blankets, sheets, fly masks, and apply fly spray, upon request, at no extra charge. SFF will check/pick hooves as deemed necessary by SFF staff.
- ❖ **Stall Board (Share-Care):** Owner is given exclusive use of and access to one stall per horse under this provision and in accordance with Semper Fi Fields Rules and Regulations. Share-Care board also includes use and access to designated "active" pastures (those that are in use and not being "rested" or under maintenance). Share-Care boarders have access to all arenas, trails, assigned storage areas, and all common areas shared by other boarders. For Share-Care boarders, SFF personnel will turn out/turn in horse according to seasonal turn-out schedule (or as negotiated). During turn out, SFF will provide horse with ample water and will provide hay in the pasture when required due to insufficient pasture grasses (during the winter). Owners have the option to use SFF hay or provide their own hay (at a reduced boarding cost). **50/50 split duties between owner and SFF will be negotiated and documented in writing specifying daily expectations of each party (email/text or hard-copy is sufficient).**
- ❖ **NOTE to Stall Boarders (Full and Share-Care):** SFF maintains the philosophy that horses are healthier and happier in a herd environment. Many experts agree that confined horses tend to display undesirable behaviors and are more at risk of developing intestinal or musculoskeletal problems. Therefore, unless on stall-rest for health reasons, **ALL stall-boarded horses will be turned out in small herds for a minimum of 12-16 hours daily, according to a seasonal schedule, and weather dependent.** Owners may request more or less turn-out time, but it is not guaranteed. During daily turn-out, Owners may call ahead and request their horse be brought in in preparation for riding/travelling and a SFF staff member will ensure the horse is brought in.
- ❖ **Field Board:** Field Boarders are kept in the pastures 24/7 and will have access to designated "active" pastures (those that are in use and not being "rested" or under maintenance). Field boarders may use arenas, trails, assigned storage areas, and all common areas shared by other boarders. Field Boarders may **not** use stalls. Tacking, grooming etc. may be accomplished in the designated tacking areas on the west side of the barn, or in the barn aisle. SFF will provide "Field Board-Basic" and "Field Board – PLUS" horses with ample water and will provide hay in the pasture when required during non-grazing season. SFF will also provide "Field Board – PLUS" boarders with up to 2 grain/supplement feedings in the field. Owners must provide feed/grain/supplements.

- ❖ **Self-Care Boarding:** Owners are responsible for 100% of the care and feeding of their horse. Self-Care boarding includes use and access to designated “active” pastures (those that are in use and not being “rested” or under maintenance). Self-Care boarders have access to all arenas, trails, assigned storage areas, and all common areas shared by other boarders. Owners have the option to use SFF hay/bedding or provide their own hay/bedding (at a reduced boarding cost). Self-Care owners are required to tend to the DAILY care & feeding of their horses. Owners who do not come daily to care for their horse may be charged an additional fee. Self-care boarders must muck their stalls daily (when used) and must use designated pasture (determined by SFF) for turn out.

- ❖ **NOTE to Field Boarders: SFF Upkeep Policy:** Although SFF staff will visually check field-boarded horses on a daily basis and tend to their basic needs (food, water, shelter), **we require that owners regularly visit/ tend to their horse’s health and welfare.** At a minimum, Owners need to ensure shots are up to date, check/pick hooves, groom, and check/treat for parasites and/or other ailments. If an owner cannot personally tend to the horse, they can arrange for SFF staff (may be charged an additional fee) or other designated care-taker to do so. In addition, if SFF staff notifies the owner about a potential or actual problem regarding the health or welfare of the horse (in need of vet, shots, worming, farrier, dentist, etc.), the owner is required to tend to the issue within 2 days or arrange for SFF or other designated care-taker to handle it. **Horse neglect or abandonment is not acceptable and is grounds for immediate contract termination.**

(Initials)

Field Boarder - SFF Upkeep Policy: Owner understands the **SFF Upkeep Policy**, described above, and will comply.

- ❖ **Property Storage & Community Items:** There is limited space in the barn. Owners will be assigned a lockable tack locker (subject to availability) for their exclusive use. In the barn, Stall Boarders may only use the hooks & racks located on their horse’s individual stall for storage. Owners are highly encouraged to mark their items with their horse’s name. **Any unmarked and unclaimed items will be “donated” to the community/shared collection.** Community/shared items are located in the common area at the center of the barn aisle and all Owners may use these items. Items borrowed must be returned promptly after use. All community items are considered SFF property. Owners storing items on the property (whether openly, or in a locked storage locker) do so at their own risk. SFF is not liable for theft, loss, damage, or disappearance of any tack or other equipment stored on the premises. SFF does not provide locks for the tack lockers. Owners are responsible for providing their own locks.
- ❖ **Parking:** Please park only in designated areas. Do not block gates, doors, trailers, or other vehicles.
- ❖ **Facilities Usage:** The round training ring, wash area, and tack areas may be used by all Owners on a first-come, first-served basis. All Owners may use the Parris Island Training Arena on a first-come-first-served basis, unless rented exclusively (a sign will be posted in this case). Stall usage is for stall-boarders only.

6. **Herd Dynamics:** Horses will be kept in small herds of 2-6. SFF will determine which pastures are used according to a Field Rotation Schedule. SFF will assign a horse to a herd, according to observed herd dynamics. During herd integration, it is normal for a new horse to be “hazed” until the pecking order is established within the herd. Although SFF will take precautions and will do its best to minimize mishaps, injuries may still occur. SFF is not responsible for any injury to horses by other horses.

7. **Pasture Health:** Herds will be rotated regularly to allow for pasture rest and regrowth. During extremely wet or drought conditions, herds will be moved to sacrifice areas and provided hay in lieu of pasture access. During these conditions, Stall Boarders may be confined to their stalls for more lengthy periods.

8. **Horse Health & Quarantine Procedures:**

- ❖ **Negative Coggins Test:** Prior to delivery of horse, Owner must provide proof of a current (within 1 year) Coggins Test. Owner must also have horse tested annually and is responsible for any expenses related to the test.
- ❖ **Health Records:** Owner is to provide copy of any health records of horse to SFF upon arrival. Owner is responsible for the health maintenance of the horse.
 - **Vaccinations:** Owner is responsible for keeping horse’s vaccinations current and will provide SFF a copy of any vaccinations received prior to or during residence. SFF requires the following shots prior to arrival: Tetanus, Influenza, Rhinopneumonitis (Rhino), Equine Encephalomyelitis (EEE, WEE), Rabies, West Nile Virus

NOTE: Botulism, and PHF are **NOT** required, but are highly recommended

- ❖ **Quarantine Procedures:** All horses arriving at SFF will be quarantined for a minimum of 7 days. *During this time, Owners may interact only with their own horse(s) in the quarantine area and may not visit, pet, feed or otherwise interact with other horses on the property.* Quarantined horses must be free of any signs of illness for 7 days before they are allowed contact with other horses on the property. Horses will normally be quarantined in the quarantine paddock, which is separate, but within sight of the other horses.
- ❖ **Supplements, Medications, & Worming:** Owner is responsible for administering all health supplements, medications, and de-wormers, unless otherwise prearranged with SFF.
- ❖ **Farrier Care:** Owner is responsible for arranging farrier visits, unless prearranged with SFF. In the event SFF must authorize farrier service due to Owner neglect, Owner is responsible for all costs, to include a SFF holding fee.
- ❖ **Emergency Care:** If horse is sick or injured, SFF will first attempt to contact the Owner(s), and then the Owner's designated Emergency Contacts to authorize treatment. If none can be reached, SFF will make the determination of whether or not the situation requires a vet/farrier. In life-or-death situations, SFF will immediately call for medical assistance prior to contacting Owner or Emergency Contacts.

(Initials) Owner gives SFF permission, in a life-or-death situation, to immediately contact an emergency vet to attend to the horse. Owner acknowledges that SFF is not responsible for any costs, regardless of whether or not Owner/Emergency Contacts are reached to authorize treatment.

(Initials) Owner affirms that the horse (*check one*) IS IS NOT a candidate for surgical care in the event of colic or other life-threatening illness or injury.

(Initials) Except as specified below, Owner certifies that, to Owner's knowledge, the horse is currently sound, disease-free, and in good condition, and not in need of any special care.

Exceptions: _____

9. Risk of Loss, Insurance, and Disclosure:

- ❖ **Risk of Loss:** SFF is not responsible for sickness, disease, theft, estray, injury, or death which may be suffered by the horse; or for personal injury of Owner or guests.
- ❖ **Insurance:** Although SFF carries liability insurance on all horses in its care, we recommend Owners carry insurance on their horse. If such insurance exists, please provide proof of policy.
- ❖ **Lein on Livestock:** SFF has and may assert and exercise a Right of Lien, as provided for by Maryland Code, Commercial Law, Title 16, Subtitle 4. This Law states that if boarding, training, vet, farrier, or other maintenance expenses are unpaid for 30 days, then **SFF has the right to sell the horse** to recoup what is owed.

(Initials) Owner acknowledges Right of Lein as stated above and understands that **SFF has the right to sell Owner's horse if fees are unpaid for 30 days or more.** This includes Boarding fees, A La Carte fees, and other expenses (i.e. vet, farrier, etc.) incurred by SFF for the care & maintenance of the horse.

10. Assumption of Risk, Hold Harmless and Indemnification:

- ❖ **Assumption of Risk:** Owner acknowledges that he/she voluntarily participates in any/all equestrian activities on SFF premises and accepts the risks inherent with those activities.
- ❖ **Hold Harmless:** Owner understands that there are inherent risks associated with equine activities to Owner, SFF, persons and animals upon the premises and to property incidental to boarding horses at SFF. Owner has received, read, and signed a "Participant Agreement". Therefore, it is agreed, as one of the material consideration and inducements for SFF boarding the horse, the Owner hereby releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage, of whatsoever kind, nature or description, to Owner or Owner's property or to the person or property of another, as a result of, or arising out of the boarding of the horse at SFF. Owner further agrees to release and hold Semper Fi Fields, LLC, it's owners, members and affiliates as well as the landowners harmless from all loss occasioned by fire, theft, vandalism, lightning, floods and/or other acts of God.

- ❖ **Indemnification:** Further, Owner agrees to indemnify and hold Semper Fi Fields, LLC, it's owners, members and affiliates as well as the landowners harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities and losses that SFF might incur as a consequence of having boarded the Owner's horse. Owner hereby acknowledges and agrees to indemnify and hold harmless SFF and SFF's employees, representatives/agents.

(Initials)

Owner acknowledges and agrees to the Assumption of Risk, Hold Harmless and Indemnification statements above

(Initials)

Rules and Regulations & Horse Safety Guidelines:

Owner acknowledges receipt of and agrees to abide by the "*Semper Fi Fields Rules and Regulations*" and "*Semper Fi Fields Horse Safety Guidelines*" (provided on separate sheets).

11. Changes, Default, Termination, and Notice:

- Changes:** Any modification must be in writing and signed by both parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless put in writing and signed by both parties.
- Default:** Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default, or breach by one party, the other party shall have the right to recover attorney's fees and court costs as a result of said default.
- Termination:** Owner agrees that thirty (30) days notice shall be given to SFF as to the termination of this Agreement. Early termination of this Agreement does not relieve Owner of fees due for the remaining term of agreement unless otherwise agreed to by SFF, or for any fees past due and owing.
- Immediate Termination:** SFF reserves the right of immediate termination for:
 - Failure of Owner to pay in full all fees and charges within a thirty-day billing cycle.
 - If said horse develops undesirable behaviors that are not conducive to SFF operations or becomes dangerous to either life or property.
 - For good cause, including, but not limited to, SFF's believe that Owner has contributed to or created disruption or disharmony to SFF operations (this is a "no-drama barn").

SFF agrees to give Owner thirty (30) days' notice of termination of this agreement for any other reason but those identified as cause for immediate termination.

(Initials)

Immediate Termination: Owner acknowledges SFF's right to terminate this Agreement if the horse is deemed to be dangerous or undesirable to the establishment, or for any other reasons (named or unnamed) for which SFF may wish to terminate this Agreement. Upon termination, Owner will have 3 days to remove horse(s) and all personal belongings from the SFF premises.

- ❖ **Notice:** Any notice under this Agreement shall be addressed in writing to the parties by certified mail, email, or other means of verifiable notice to the recipient as its address set forth below. Parties are responsible for notification of any change of contact information and such changes shall be in writing.

12. Limitations of Actions and Resolution of Disputes:

- Limitations of Actions:** Any action or claim brought for breach of this Agreement or for loss or claims due to negligence (ordinary and gross) must be brought within one (1) year of the date such claim or loss occurs.
- Alternative Dispute Resolution:** SFF and Owner mutually agree that prior to formal litigation any and all disputes arising in connection with this Agreement or claims of loss due to negligence (active or passive) shall be addressed either through mediation or collaboration resolution methods. Excluded from alternative dispute resolution methods shall be SFF's right of livestock lien in compliance with §16-401 of the Commercial Law Annotated Code of Maryland.
 - Mediation resolution method – Disputes arising in connection with this Agreement or claims of loss due to negligence may be addressed in one or more mediation sessions conducted by a certified Mediator. SFF shall selection a mediator familiar with equines and equine activities from a list presented to and acceptable to the Owner. Such mediation shall take place in a location reasonably convenient to both parties. The party initiating such mediation shall bear the costs of mediation.

- Collaborative resolution method – Disputes arising in connection with this Agreement or claims of loss due to negligence not addressed through mediation shall be addressed through the collaborative process. Both parties shall retain and attorney that has been collaboratively trained and agrees to enter into the process in good faith and with full participation of the process (including, but not limited to, the use of the collaborative team approach). Parties shall bear the costs of retaining their own collaboratively trained attorneys and such other fees associated with the collaborative process.

c) **Litigation:** In the event a dispute between SFF and Owner is not resolved by mediation or through the collaborative process and litigation ensues, the prevailing party shall be entitled to all costs associated with bringing suit or defending against a suit, including but not limited to, court costs and reasonable attorney fees.

13. **Assignment:** This Agreement cannot be assigned by the Owner without the express written consent of SFF.
14. **Applicable Law and Venue:** The parties agree that the laws and jurisdiction of the State of Maryland govern this Agreement. Venue for jurisdictional purposes shall be in Queen Anne’s County.
15. **Entire Agreement:** This Agreement constitutes the sole and entire agreement between SFF and Owner and supersedes all prior agreements, negotiations, and discussions between the parties, with respect to the subject matter of this Agreement.
16. **Severability:** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this agreement; rather the agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

Executed on this ___ day of _____, 20__.

Semper Fi Fields:

_____ (signature)
 _____ (printed name)

Owner(s):

_____ (signature)
 _____ (printed name)

<p><u>Horse Arrival Checklist:</u> <u>Upon arrival Owner should bring:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Signed SFF Boarding Agreement (this document) <input type="checkbox"/> Signed Participation Agreement (Waiver of Liability) <input type="checkbox"/> First month’s boarding fee (or stall holding fee) <input type="checkbox"/> Proof of Vaccinations & Negative Coggins <input type="checkbox"/> Other records (vet, registration, training, insurance, etc) <input type="checkbox"/> A good picture of the horse <input type="checkbox"/> We also recommend bringing a bale of hay that the horse is accustomed to eating – to reduce the risk of stomach upset during transition
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