# WHISPERING SPRINGS HORSE FARM <br> 4884 ALDER DR <br> WALNUTPORT, PA 18088 <br> 484-205-9797 <br> BOARDING, AND TRAINING CONTRACT 

Date: $\qquad$

This contract is between Whispering Springs Horse Farm (WSF), and
$\qquad$ herein referred to as a customer.

## Customer Information

Name: $\qquad$
Address: $\qquad$ County: $\qquad$
Phone: $\qquad$ State: $\qquad$ Zip Code: $\qquad$
This contract pertains to the following horse:

Name of Horse: $\qquad$ Breed: $\qquad$ Height: $\qquad$
Color and Markings: Estimated Departure Date: $\qquad$ Sex: $\qquad$
Condition of Horse at the time of arrival: (Must be completed by Farm Manager or Staff) $\square$ Overweight $\square$ Good/Healthy Weight $\square$ Underweight Hoof Care: Good Fair Poor Weight Tape: $\qquad$ pounds
Blemishes, Wounds, Preexisting Injuries/Conditions:

- Customer hereby contracts for boarding and/or training as contracted below. All fees are monthly and payable on the due date. Additional charges will be billed accordingly. Additional services require additional charges.Full Care Board \$ $\qquad$ Board Due Date: $\qquad$
$\square$ Mare Care \$ $\qquad$ per day/breeding (with foal @ side also available)
$\square$ Conditioning \$ $\qquad$
$\square$ Halter Breaking/Training \$ $\qquad$
A LATE FEE OF 20\% WILL BE CHARGED ON ALL BALANCES OVER 15 DAYS PAST THE DUE DATE.

1. Right of Lien: Whispering Springs Horse Farm has the right of lien as set forth in the law of the State of Pennsylvania for the amount due for board and additional agreed-upon services and shall have the right, without process of law, to retain said horse until the indebtedness is paid in full.
2. Acceptance: This contract is not effective until approved and executed by WSF, which reserves the right to reject any horse(s)at its discretion, and to return any unruly horse(s) at the customer's expense.
3. Damages and Repairs: All repairs for any damages to the facility or equipment caused by the customer's horse(s), the customer, family member(s), rider(s), spectator(s), accompanying customer will be at the customer's expense.
4. Vaccinations: Customers warrants upon arrival that the horse is free from all communicable diseases. Before arrival, the customer must provide a record of current vaccinations including Equine Influenza, Tetanus, Rabies, Rhinopneumonitis, Eastern and Western Venezuelan Encephamyelitis, Potomac Horse Fever, and West Nile Virus. A negative Coggins test is mandatory prior to arrival. WSF is authorized to maintain and provide vaccinations, Coggins tests, and other veterinary care, at its discretion.
5. Veterinary Care: WSF is authorized to maintain and provide vaccinations, Coggins tests, and other veterinary care, at its discretion. If emergency care is needed, WSF will attempt to contact the owner/representative but in the event, the owner is not reached, WSF has the authority to secure emergency Veterinary/Farrier care. The owner is responsible to pay all costs relating to the care.
6. Foaling Fee: If the mare is in WSF custody, the customer must pay the foaling fee regardless of the services which were requested.
7. Release: Customer shall make arrangements for the horses' release with WSF at least 2 weeks in advance. The customer is responsible for obtaining any necessary blood tests, vaccinations, and health certificates, whether through WSF veterinarians or otherwise.
8. Nonassignability: The customer may not assign the rights or delegate any duties under this contract without written consent of Whispering Springs Horse Farm.
9. Limitation of Liability and Indemnification: Whispering Springs Horse Farm and its affiliates and staff shall not be liable for any sickness, illness, disease, estray, theft, death, injury, or disability that may be suffered to or by the horse(s), rider(s), family member(s), or spectator(s), accompanying the customer while on the premises or while in WSF custody, nor any other loss, damages, injury, or disability arising out of or connected with but not limited to breeding, training, conditioning, riding, lessons, showing, or other services pursuant to any contract(s). WSF staff have the right to revoke riding opportunities if they feel the customer(s), family member(s), rider(s), or spectator(s) are at risk.
10. Showing: All hauling/show fees are required to be paid in full 15 days prior to leaving for the show, if hauled by WSF staff. Any fees that are not paid prior to the show-the horse(s) will not be taken. No exception will be made. WSF has full authority to revoke any and all showing privileges. No outside sources are welcome into the WSF facilities unless approved by WSF staff.
11. Leasing: WSF has the right to lease out horses depending on the situation at hand.
12. The customer fully understands, authorizes, and assumes. The special risks inherent in but not limited to conditioning, training, lessons, breeding, riding, and transporting horses and equipment, and acknowledgment that mortality and other insurance are solely the customer's responsibility.

Entire Agreement: Construction, Jurisdiction, Attorneys Fees: This contract contains the entire understanding of the parties undersigned, concerning the subject matter, and may only be modified in writing, and signed by both parties. Headings are for convenience only and not part of this contract. The validity or enforceability of any term or provision shall be construed and governed by the laws of Pennsylvania. At WSFs option, jurisdiction and venue for all disputes connected with this contract shall be proper only in Northampton County, PA. If a lawsuit is filed with respect to his contact, the prevailing party shall be entitled to collect all reasonable attorney fees and costs or such a suit.

## Signatures:

***If the customer is a minor Parent/Guardian must sign as customer***
Customers Signature: $\qquad$ Date: $\qquad$
WSF Representative: $\qquad$ Date: $\qquad$
Witness: $\qquad$ Date: $\qquad$

