

Burlington Farm

260 Burlington Road • Freehold, New Jersey 07728 • Tel. 732-462-0414

BOARDING AGREEMENT

This Agreement covers the horse described as follows:

Horse's Name _____ Breed _____

Registration No./Tattoo (if any) _____ Color _____ Year Foaled _____

Sex _____ Last Deworm Date and Wormer _____ Arrival Date _____

Date of Last Coggins _____ Date of Last Rabies Shot _____

CONDITIONS OF AGREEMENT:

1. The charge for board is according to the current prevailing rates that are posted in the office and on our website or according to specific agreements between the farm and the boarder. These charges are payable in advance on the 1st of each month. Invoices are sent out on or before the 1st of each month and must be paid by the 5th of the month. Accounts not paid in full by the 5th of the month will be charged a \$35 late fee. Any accounts unpaid over 30 days will be charged interest at a rate of 1.5% per month. Any prepaid board payments are not refundable, however, they may be applied to pay the board of any horse owned by the boarder. A booking deposit of \$250, which is also not refundable, must accompany this application to hold your reservation and will be applied to the first month's charges.

In addition to the booking deposit, the boarder may be asked to pay a refundable, non-interest bearing, security deposit equal to one half of one month's board. This deposit will be held by Burlington Farm as security for property damage (i.e., cribbing damage, horse kicking hole in stall, excessive fence damage, etc.) and as security for the boarder's performance of all terms and conditions of this Agreement (read paragraph 9 of this agreement thoroughly and initial). The boarder's liability shall not be limited, however, to the amount of the security deposit. The boarder may not elect to use the security deposit as part of the last month's board. Burlington Farm will refund the security deposit (minus any deductions, which shall be itemized in writing) to the boarder within 30 days of the termination of this Agreement.

2. Horses must arrive in healthy condition free of infectious or contagious disease and they must have a certificate not more than one (1) year old stating that they have been tested and found free of Equine Infectious Anemia by the Coggins test. Horses must also have a vet report showing that a Rabies vaccination was given within the last year.

3. Burlington Farm agrees to care for the horse with the same care and attention as are given to their own horses, but will assume no liability for any injury, disease, escape, theft, disability or death of any horse or any other cause of action whatsoever arising out of or being connected in any way with the boarding and/or training of the horse.

4. Burlington Farm will assume no liability for any injury or disability of the Owner(s) or Agents of the horse in connection with riding, instruction, boarding or related activities. Likewise, Burlington Farm will assume no liability for any damage, loss, theft or other action resulting in damage or loss of any personal property, including horse trailers and towing vehicles parked on Burlington Farm property.

5. The horse owner fully understands that Burlington Farm DOES NOT carry any public liability, accidental injury, theft or equine mortality insurance on any horse(s) that are not owned by them but are in their possession for boarding and/or training, and that ALL RISKS connected with boarding, training and/or transporting (if necessary) of the horse are to be borne solely by the horse owner.

6. The horse owner is responsible for any and all blacksmith and/or veterinary fees and Burlington Farm reserves the right to call a veterinarian or blacksmith in case of any emergency that may arise. Any and all fees are to be paid by the owner of the horse.

7. The Agent or Owner acknowledges that they understand that they may have an outside trainer come to Burlington Farm to give the Agent or Owner riding instruction or train the Agent or Owner's horse. This outside trainer, however, must have a Certificate of Liability Insurance naming Burlington Farm as an Additional Insured and as the Certificate Holder. The outside trainer will also be required to pay Burlington Farm Arena Fees for all lessons given on Burlington Farm property.

I have read and fully understand Paragraph 7 of this Agreement _____ (Please initial).

8. The Agent or Owner signing this Agreement (Party) hereby grants a lien on the horse to Burlington Farm for all charges resulting from boarding and training or rendering any other services to the animal. If any such charges shall be unpaid for a period of 60 days after they become due, in accordance with the terms of this Agreement (Paragraph 1.), Burlington Farm may, upon giving notice in writing to the Party and after 30 days, sell the horse and all of the horse's equipment currently maintained at Burlington Farm at public auction to satisfy the account. The written notice will state the amount due and inform the Party that payment in full is due within ten (10) days in order to redeem the horse and equipment and prevent the sale. The notice may be served by registered mail or certified mail addressed to the address of the Party as stated in this Agreement, and shall state the date, time and place of the sale. In the event of such sale, any monies received in excess of the amount due Burlington Farm shall be passed on to the Party. The Party shall pay any reasonable expense, including attorney fees, incurred by Burlington Farm in connection with the exercise of any right or remedy under this Agreement and the preparation and delivery of any notices.

9. The Agent or Owner acknowledges that they understand that thirty (30) days notice is required from them when moving the horse to another facility and that they are financially responsible for the horse's board for 30 days following the date the notice was given. In lieu of this notice, the horse may be moved upon the payment of one month's board. For horses here on consignment to be sold and horses that the Agent/Owner notifies Burlington Farm are for sale, the thirty (30) days notice or payment of one month's board requirement is waived. However, if a consignment or sale horse is moved during the month due to sale or any other reason, the entire monthly board fee for that month must be paid and there will be no refund of any board that has been paid for the month nor pro-rating of the any board that is due (if board has not been paid that month).

I have read and fully understand Paragraph 9 of this Agreement _____ (Please initial).

10. The Agent or Owner agrees to abide by all Burlington Farm Barn Rules and Barn Policies. Burlington Farm reserves the right to terminate this agreement upon fifteen (15) days' notice to the Agent or Owner if these rules/policies are not followed. One written warning will be given to the Agent or Owner before the termination of this Agreement will take place. Any board payments, including Security Deposits, paid by the Agent or Owner will be forfeited.

I have read and fully understand Paragraph 10 of this Agreement _____ (Please initial).

11. Upon signing of this Agreement, the horse owner(s) represent that he/her/they are the sole owners of the horse and that no other person or entity has any interest in the horse unless so stated below and the owner and/or agent hereby certify that they have read, understand and accept the conditions of this Agreement.

12. This contract and terms thereof shall be governed by the laws of the State of New Jersey and shall be binding upon the parties hereto, their representatives, heirs, successors or assigns.

Signature of Horse Owner _____ Date _____ Name of Owner (Print) _____

Signature of Agent _____ Date _____ Name of Agent (Print) _____

Agent's Relationship to Owner (Describe) _____

Address of **Owner**

Address of **Agent**

Owner Phone (Home) _____ Phone (Work) _____ Phone (Cell) _____

Owner Email Address _____

Agent Phone (Home) _____ Phone (Work) _____ Phone (Cell) _____

If horse is insured, name, phone and policy number of insurance company

List of any equipment left with the horse

Other Important Boarding Information:

Burlington Farm will automatically deworm your horse(s) and bill you for this service. All horses are dewormed every 8 to 9 weeks using a rotation schedule of four different dewormers. (Please note that this is mandatory and you will be billed \$15 for this service each time it is performed - \$20 when we use a dewormer for tape worms twice a year.)

Burlington Farm does not schedule routine immunizations or farrier service for your horse. You may choose to use any veterinarian or farrier that you want, however, you must make the appointments with these professionals yourself.

Please provide the name and phone number of your veterinarian.

Please provide proof that your horse has had the following immunizations within the last twelve months:

**Coggins Test
Rabies
Strangles
Flu-Vac EHV-1 (Flu/Rhino)**

Burlington Farm strongly recommends that you also inoculate your horse for West Nile Virus, EEE, WEE and Tetanus. A Bot Tox inoculation (for the prevention of equine botulism) is also a good idea.

A copy of the Coggins Test results and your veterinarian's invoice (or some other document from your veterinarian) showing these shots and the date they were administered MUST BE FURNISHED TO BURLINGTON FARM ALONG WITH THIS COMPLETED BOARDING AGREEMENT.

Please provide the name and phone number of your farrier.

In the warmer months, Burlington Farm provides individual stall fans. This is an optional service and there is a monthly Energy Surcharge of \$12.50 per month during the months the fans are used.

Feed And Supplement Information:

Please list the name and amount of horse feed your horse eats at each feeding (i.e., Purina Horseman's Edge 10% Pellets, 1 scoop twice a day). We will feed any horse feed you wish, however, if your horse eats a feed that costs in excess of \$22.00 per 50lb bag, there will be a Premium Feed Surcharge of \$10.00 added to your monthly board bill.

Please list the type and amount of hay your horse gets each day. We hay in the morning and in the late afternoon and normally have high quality timothy or timothy mix and straight alfalfa hay available.

Please list the supplements your horse receives daily. We feed supplements in the AM feed. You must supply us with either SmartPaks or with baggies of supplements with your horse's name on them.

Please describe any special needs your horse may have.
