

L & B Farms, Inc. L & B Farms, Inc.

Lisa Capp
727 Bellaire Road
Hershey, PA 17033
(717) 917-0887

Boarding Agreement

This agreement made and entered into on the _____ day of _____, 20__ by and between (Owner of Horse, or legal guardian) _____ (Owner) Address: _____
_____ Phone: _____ and L & B Farms, Inc. (Farm)

This agreement covers the horse described as follows:

Name: _____ Sex: _____ Age: _____ years Color: _____ Breed: _____

I (We), _____ (Owner) agree to have my (our) horse listed above boarded at L & B Farms (Farm) herein after jointly referred to as the farm, under the following conditions:

LIABILITY: WARNING - You assume the risk of equine activities pursuant to Pennsylvania Law.

The farm (including by not limited to officers, property owners, employees, volunteers, farrier or veterinarian) will not be held responsible for any injury, loss, death or damage of any kind to horses, individuals or equipment in the care of the farm. Due care will be exercised by the farm, trainers, staff, owners, etc. **A legally responsible adult must sign a liability release for each rider before anyone may ride any horses on the premises.** Failure to do so may result in expulsion of the rider and horse from the premises without recourse for recovery of any unused boarding fees. (Liability waivers are available in the tack room).

Medical: (if owner is not taking responsibility for the well care treatment of the horse)-Owner(s) agree to the farm's veterinarian performing any exams, tests or giving any inoculations or treatment deemed necessary, at the owners expense, to insure proper health of the horse. Veterinarian bills will be sent directly to the owner. In case of any illness or injury, the owner agrees to course of treatment and action taken by the farm's vet at owner's expense. The owner(s) will be notified of any medical problem or injury as quickly as possible. Horse will receive de-worming, vaccinations, dental care and all other routine maintenance on the same schedule as the other horses boarded at the farm at the owner(s) expense. Owner has option to use their own vet at their own expense.

Supplementation: Feed supplements will be given as requested by owner to insure the soundness, longevity and health of the horse at the owner's expense. The supplements need to be provided by owner. No fee will be charged for feeding of supplements.

Transportation: At the owner(s) expense and liability, the farm will provide arriving and departing transportation. Any transportation provided by the farm will be charged based upon mileage and time. Transportation will be provided as available, please provide ample notice.

Farrier: Owner(s) may use the farm's farrier, at owner(s) expense or make arrangements for their own farrier.

Sales: There will be a five percent (5%) commission of the selling price for horses sold by or while in the care, custody or control of the farm, payable at time of sale.

Boarding Expenses: Board fees will be paid one month in advance. Such fees will be due when horse arrives at the farm and prorated to the 1st of the month. Fees will be due on the 1st of each month thereafter. There will be finance charges for any balance not paid by the 5th of the month. There will be no reimbursement of funds or carryover of board days into another month. One horse may be substituted (by the same owner) for the paid period. There will be a \$35.00 charge for checks returned by the bank for any reason.

A full month notice of termination of board is required of owner(s). If notice is received after the first of the month, the notice will not be effective until the following month (for example if notice is received Sept 2, board will still be owed for the month of October) A full month is required to allow the farm ample time to fill the space.

Default: If Owner shall remove or prepare to remove without proper notice under this boarding agreement or shall default in the payment of any board for a period of ten (10) days, or should any other person other than owner secure possessions of the Owner, Farm, may at its option, without notice to Owner, terminate this boarding agreement. Should Farm terminate this Agreement under this subsection, Owner will be responsible for the said amount or amounts plus the expense of collecting such amounts due.

It is expressly agreed that in the event of default by Owner hereunder, Farm shall have a lien on all goods, chattels or personal property of any description belonging to Owner which are placed in or become a part of the premises, including the horse(s) or any animal and all tack, as security for service payments due and to become due for the remainder of the current term which lien shall not be in lieu or in any way affect the statutory Farm's lien given by law which shall be cumulative thereto; Owner hereby grants to Farms security interest in all such personal property placed in these premises for such purposes. In the event Farm exercises the option to terminate the Agreement, Farm may take possession of all of Owner's property on the premises and sell the same at public or private sale, after giving reasonable notice of the time and place of public sale of the time which any private sale is to be made for cash or for credit on such prices and terms as Farm shall deem best without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary expense of removing, storing and selling such property, then to the payment of any services due or to become due under the Agreement with the balance, if any, paid to Owner.

In addition, if default shall occur as aforesaid in the payment of services and/or other charges, payments, cost or expenses due from Owner to Farm and agreed to be paid by the Owner, Owner hereby authorizes and empowers an attorney of any Court of record to appear for Owner and confess judgment against Owner for all or any part of the unpaid board, charges, payments, costs or expenses and for interest and costs together with attorney's commission of fifteen (15%) percent. Such authority shall not be exhausted by one exercise thereof but judgment may be confessed as aforesaid from time to time as often as any said board and/or charges, payments, costs and expenses shall fall due or be in arrears and such powers may be exercised as well after expiration of the original term and/or during any extension or renewal of this Agreement.

All rights and remedies of Farm under this Agreement shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

Standard of Conduct: Owner(s) shall not carry on any unlawful or immoral business in and about the premises nor do any actor conduct business in such a manner as will endanger the building from fire or cause a forfeiture of any fire or liability insurance that Farm has on said building. Owner agrees to keep the premises in a good and orderly

manner and in good condition and repair and not to commit waste upon the premises. Owner agrees not to do or permit any act or practice injurious to the premises, or which may disturb other Owner(s) or which adversely affect Farm's insurance and to comply with all obligations imposed upon Owner by the provisions of all local, county and Commonwealth codes, regulations, ordinances and statutes.

Owner shall not permit any patron, minor children, guests, visitors, agents, servants, employees or invitees to destroy, deface, damage, impair, or remove any part of the premises nor permit such persons to disturb the peaceful enjoyment of the premises by other Owners and neighbors. Owner shall be responsible for any and all damage caused by Owner, his agents, patrons, guests, visitors, servants, employees, and invitees.

In addition to the terms and conditions contained herein, Owner and Owner's invitees shall comply with all rules and notices posted by Farm in and around the Tack Room.

There shall be no horse riding or training between the hours of midnight and 6:00 AM.

The Owner shall not operate a business from the premises.

There shall be NO SMOKING within the barn, barnyard enclosures, parking area, pastures, driveway or paddocks.

Vaccinations: All horses must have a negative Coggins test within one year of arrival, and also be immunized against rabies, influenza, eastern & western encephalitis and tetanus. It is also recommended that horses be immunized against Potomac Horse Fever and West Nile Virus.

Insurance: If owners purchase Full Mortality and Theft insurance on their horses, please provide the insurance company's name and emergency number so the farm staff can notify them in case of emergency to be in compliance with your policy terms: _____

Indemnification: The owner shall indemnify and hold harmless the Farm and the property of the Farm, including the premises, from any and all claims, liability, loss, damage, or expenses resulting from Owners' occupation and use of the premises, including any claim, liability, loss or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the premises or the acts or omissions of Owner or any person in or on the premises with the express or implied consent of Owner. The duties of Owner under this section to indemnify and hold the Farm and the property of the Owner free and harmless from any such claim, liability, loss or damage shall extend to any claim, liability, loss or damage arising by reason of the injury or death of (a) the Owner, (b) any agent, officer or employee of the Owner, (c) and independent contractor hired by Owner to perform work or render services on the premises, or (d) any agent, officer, or employee of any independent contractor hired by Owner to perform work or render services on the premises. Farm is not liable for any act of God (flood, storm, wind, lightening) that may result in injury or death of horse(s) or rider(s).

Both parties understand and agree to the preceding conditions. It is also understood that failure to comply with all of the conditions will be considered a breach of contract, and legal proceedings will be pursued.

Action of Ejectment: At the end of said term, whether the same shall be determined by forfeiture or expiration of the term, or upon the breach of any of the conditions of this Agreement, it is agreed that an amicable action of ejectment may be entered in the Court of Common Pleas of Dauphin County, in which the Farm, their heirs, or assigns, shall be plaintiff and the Owner, and all who come into possession during the term or continuance of the Agreement or under the Owners, shall be defendants, that judgment may be entered thereupon in favor of the plaintiffs without leave of court, for the premises above described to have the same force and effect as if a summons in ejectment had been regularly issued, legally served and returned and that writs of habere facias possessionem with clause of fi, fa. For all costs, may be issued forthwith, waiving all errors and defects whatsoever in entering said judgment, also waiving right of appeal, writ of error or stay upon any writs of habere facias possessionem which may issue upon the same.

Dangerous or Disruptive Animals: The Owner may terminate this Agreement immediately or require the removal of any animal which is disruptive, harmful or poses a potential threat to the Owner or other Owners, Guests or their property at the sole discretion of the Farm.

Notices: All notices shall be provided to:

Farm:
L & B Farm
Lisa Capp
727 Bellaire Road
Hershey, PA 17033
(717)917-0887
lisa@landbfarms.com

Owner:
Name _____
Address _____
City _____ State _____
Phone _____

All board, farrier, and any miscellaneous expenses must be paid in full before the horse can be removed from the premises. Full Month Notice Required.

Miscellaneous: _____

All owners will be required to provide a barn halter & lead rope.

Pennsylvania Law This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder agree performable in Dauphin County, Pennsylvania.

Legal Construction: In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Amendment: No Amendment, modification or alternation of the terms hereunder shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

I agree to these prices, terms and policies.

Signature of Horse Owner(s) _____ Date: _____

Authorized Signature from L & B Farms, Inc. _____ Date: _____