

# Boarding and/or Training Agreement

## Upper Pond Stables

147 Upper Pond Road  
Litchfield, ME 04350  
(207) 485-1745

Agreement is made this day of \_\_\_\_\_, 200\_\_ between Upper Pond Stables and \_\_\_\_\_ (herein after referred to as "Owner"), having the following address and contact information.

**Owner:**

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_ Work Phone \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Additional Information \_\_\_\_\_

**Received This Date the Following Horse:**

Horse's Name \_\_\_\_\_ Registration Number: \_\_\_\_\_

Breed \_\_\_\_\_ Age/Sex \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

Color/Markings \_\_\_\_\_

Allergies/Problems, or special needs \_\_\_\_\_

**Vaccinations:**

*Upper Pond Stables requires a current Coggins test and vaccinations. Please provide documentation showing a current record of all vaccinations.*

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**Monthly Rates: \$435 for seasonal boarders - \$400 for year round boarders.**

Monthly Boarding: \$ \_\_\_\_\_

Daily Boarding: \$ \_\_\_\_\_

Monthly Training: \$ \_\_\_\_\_

Daily Training: \$ \_\_\_\_\_

Misc. Monthly Fees: \$ \_\_\_\_\_ \*

Misc. Daily Fees: \$ \_\_\_\_\_

**\*Additional fees:**

**\$25 per month for any horse that requires more than 4 Quarts of grain per day.**

**\$50 per month for extra bedding.**

**\$25 per month for extra hay.**

Monthly fee(s) is/are due and payable in advance of the first day of each month, commencing on \_\_\_\_\_, 200\_\_\_\_ and until written termination is received by Upper Pond Stables at least 30 days in advance of said termination. Hourly fee(s) is/are due and payable immediately upon receipt of service(s). Upper Pond Stables shall provide Owner thirty (30) days notice prior to any increase in board or training fees. All payments must be received by the 1st of the month, either in person to Upper Pond Stables staff, or to be received by mail at **147 Upper Pond Road, Litchfield, ME 04350**. Credit Cards are not accepted. \$25 returned check fee.

**Veterinarian Information:**

Name of Vet. \_\_\_\_\_

Phone Number \_\_\_\_\_

**Other Terms and Conditions:**

1. Upper Pond Stables, its owners, employees, subcontractors, and customers shall have no liability for loss damage from illness, any act of omission, death, running away, theft, fire, injury to person(s), or property, by said horse or other causes arising from or related to boarding, training, or handling of Owner's horse. Owner agrees to never sue Upper Pond Stables for any such loss or damage including all claims of personal injury, illness, death, loss or damage to property or property value. Owner holds Upper Pond Stables harmless for any such loss.

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2. Owner agrees to pay, when due, all veterinary, medical, and/or shoeing expenses for the horse. If the horse becomes seriously ill and Owner is unavailable or fails to immediately specify the measures to be taken, or if the state of the horse's health reasonably demands quick attention, Upper Pond Stables shall be entitled to call a veterinarian, administer medicine or give advisable attention, at its absolute discretion and judgment, without responsibility for the consequences thereof, and such expenses shall be paid promptly when due, by the Owner.
3. If any charges for boarding, breeding, training, medicines, veterinary, repairs, other services are not paid within thirty (30) days after they are due, said horse may be sold by Upper Pond Stables at public or private sale to cover charges, and the balance remaining, if any, being forwarded to Owner. Owner shall be liable for all legal fees incurred by Upper Pond Stables in collection of fees due hereunder. Notice in writing of such intended sale shall be mailed to the Owner at the address given herein, not less than seven (7) days before the sale, and no further notice will be deemed necessary. Owner grants Upper Pond Stables a security interest in the horse with all the rights of a secured creditor under the Maine Uniform Commercial Code.
4. Owner shall maintain insurance for the full value of said horse, any and all personal property and equipment, and medical costs for themselves and any family, guests, visitors, or others with them and agrees to look solely to such insurance for any recovery for loss or damage to said horse, personal property, equipment, and bodily injury or death to any other person or animal. Said insurance shall waive subrogation against Upper Pond Stables. A copy of such insurance certificate together with renewals shall be provided to Upper Pond Stables upon request.
5. Owner agrees to respect the rights and property of others, including Upper Pond Stables, other boarders, visitors, family members, and guests, neighbors, abutters, and land owners as to not cause loss or damage to horses, persons or property, and to conduct barn business in a responsible manner. The Owner agrees to provide full compensation for any and all damage caused by persons, horses, or equipment in their care, both on and off the premises. This includes damage caused by kicking, wood chewing, or any other damage done to stalls, the barn, fences, or any other property.
6. The Owner understands that activity in horse barns, pastures, and surrounding areas can be dangerous; and that horses, and equipment used in caring for horses, can be unpredictable and that personal injury or death is a possibility. Owner agrees to completely release Upper Pond Stables from any liability as the result of any activity, intended or not, that might cause injury, sickness, or death.
7. Owner shall give not less than thirty (30) days' notice before the removal of their horse, or termination of this agreement, and all bills due must be paid in full to the satisfaction of Upper Pond Stables before said horse is removed from the premises.
8. Upper Pond Stables may for any reason require owner to remove their horse and all personal property from the premises within seven (7) days written notice by Upper Pond Stables.

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9. Owner shall be liable to Upper Pond Stables for any breach of these terms and conditions and the rules and regulations as may be amended from time to time, including without limitation any associated attorney's fees. Owner and their guests, visitors, and family members shall adhere to and confirm to any and all of Upper Pond Stable's rules and regulations, and all amendments that may be needed from time to time, established in the interest of the safety, care, cleanliness, convenience, environmental concerns, and comfort of the horses, boarders, and Upper Pond Stables. I hereby acknowledge, without reservations, the current Upper Pond Stables rules, I understand them completely and shall comply with them fully.

### Special Addendum for Instructors Boarding at Upper Pond Stables

Any boarders who will be instructing students while boarding at Upper Pond Stables will abide by the following:

- a) They must maintain their own liability insurance. Proof of said insurance must be shown at the time of their arrival at Upper Pond Stables and copies of the insurance certificate, and the renewals, will be kept on file.
- b) Upper Pond Stables will collect a \$10 fee each time a student has a lesson. If a group lesson is conducted, Upper Pond Stables will collect this fee on each student. The boarder/instructor will maintain a spreadsheet showing the student name and dates the instruction takes place. This spreadsheet must be given to Upper Pond Stables at the end of each month with a check for the amount due. If more than 20 lessons per month are given by the instructor, Upper Pond Stables will collect an additional fee of 15% of the instructor's total fees for the month.
- c) The boarder/instructor understands that they must not schedule any classes before 10:00 a.m. and after 9:00 p.m. Upper Pond Stables maintains a lesson calendar and all classes should be noted on the calendar for the benefit of the other boarders. This does not guarantee that other boarders will not be using the indoor or the outdoor arena at the same time those lessons are being conducted.

**Warning - Under Maine law, an equine professional, or equine activity sponsor, has limited liability for any injury or death resulting from the inherent risks of equine activities.**

I have read this document and fully understand its content. This agreement is a legal document for good and valuable consideration, and has been duly executed by the Owner and Upper Pond Stables in the State of Maine on this date.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Upper Pond Stable Owner's Signature

\_\_\_\_\_  
Date