

# Nookside Stables, LLC

## AGREEMENT AND BOARDING CONTRACT

This **AGREEMENT AND BOARDING CONTRACT** is entered into on this XXXX day in the year 2018, by and between Nookside Stables, LLC (FACILITY) and XXXX (OWNER). FACILITY and Owner mutually agree to the boarding services outlined as follows at Nookside Stables, LLC, located at 500 Landisville Road, Manheim, PA.

\_\_\_\_ 1. Owner agrees to board horse XXXX at FACILITY and agrees that the FACILITY including barns, pastures, round pen, arena and fencing are appropriate and adequate for boarding Owner's horse.

\_\_\_\_ 2. Owner agrees that horses could, even under the best stable management, engage in behavior or be involved in accidents that may cause them bodily injury and/or death.

\_\_\_\_ 3. Owner agrees that Nookside Stables, LLC and its Agents are not liable and agrees to hold them completely harmless, not liable and release them from all liability for any injury, sickness, the death of, or any damages caused to the horse while stabled on FACILITY or while Owner and horse are engaged in any equine activity using FACILITY. Nookside Stables, LLC is not responsible for theft, loss or damage to Owner's tack/supplies, etc.

\_\_\_\_ 4. Owner agrees to respect the personal property of any and all persons involved at Nookside Stables, LLC. Owner agrees to keep Boarder Area neat and orderly and to remove debris, manure and personal property from the aisle each visit before leaving FACILITY.

\_\_\_\_ 5. Owner agrees to pay a BOARDING fee of \$375.00 per month for the following boarding services:

**NOTE:** Any group of two or more that come together to Nookside, BOARDING fee is reduced to \$350.00 per month.

A Security Deposit required which will equal to first month's BOARDING fee.

- a. Pelleted Feed 2X daily: individually rationed for XXXX (supplements will be provided by Owner and Owner is responsible for placing supplements in daily ration amounts and maintaining inventory)
- b. Hay: 3-6 flakes 2X daily depending on amount of pasture time
- c. Turnout by Nookside Stables, LLC Agents only: (dry lot and/or pasture) daily, weather permitting
- d. Stall cleaning 1X daily with 3 bales of shavings allowed per week. Owner may pick out stalls and properly dispose of manure without adding additional shavings
- e. Fresh water: provided 24 hours a day via automatic waterers
- f. Use of equine facilities: Adventure Ride Obstacle Course, Track & Arena will be made available to Owner whenever there is NOT a scheduled Adventure Ride, Pony Wagon Ride or Riding Lesson in the arena. During scheduled Adventure Rides, Pony Wagon Rides or Riding Lessons the remainder of the FACILITY is open and available for Owner to ride on.

\_\_\_\_ 6. If Lancaster Junction Trail is used by Owner, Owner is responsible for removal of any manure created by Owner's horse during a trail ride. Owner will abide by all Lancaster Junction Trail Rules and Regulations

\_\_\_\_ 7. Routine farrier services will be provided through Matt Schock of Son Hollow Farrier Service. These appointments will be made known to Agents a week in advance.

\_\_\_\_ 8. Other services including but not limited to: managing XXXX for veterinary care, managing XXXX for farrier, exercise, grooming, and clipping, desired by the Owner may be rendered by FACILITY Agents for an additional fee of no less than \$25.00/hour. These appointments will be made known to FACILITY Agents a week in advance.

\_\_\_\_ 9. Fecal samples & testing, de-wormings and vaccinations will be scheduled by Owner. These appointments will be made known to FACILITY Agents a week in advance.

\_\_\_\_ 10. MEDICATIONS may be administered for an additional fee of no less than \$1.00/day.

\_\_\_\_ 11. Board fee is due on the first of each month and will be collected through automatic withdrawal from Owner's account via Owner's credit or debit card. Insufficient funds in excess of 30 days will entitle FACILITY to a lien against the horse for the amount due. If card is declined for insufficient funds there will be a \$25.00 charge.

\_\_\_\_12. Owner will display current negative Coggin's test and Rabies Certificate of horse at FACILITY. Upon arrival at FACILITY, horse shall be free from infectious, contagious, and/or transmissible diseases or otherwise will be refused by the FACILITY. Owner will inoculate XXXX according to Kopec Veterinary Associates vaccination schedule.

\_\_\_\_13. If, in Nookside Stables, LLC or Agents opinion, horse is dangerous or in other ways undesirable for FACILITY'S boarding stable, FACILITY has the right to require that the Owner remove the horse from FACILITY within 15 days of written notification to the Owner. The monthly boarding fee will be returned to the Owner on a pro-rated basis.

\_\_\_\_14. Both Owner and FACILITY may terminate this contract for any reason only after 30 days written notification to either party. Upon termination of the boarding contract, Owner will pay FACILITY all fees incurred up to the termination date. The full monthly boarding fee will be non-refundable without a 30 day written notification to terminate this boarding contract.

\_\_\_\_15. Veterinary services will be provided by Kopec Veterinary Associates. FACILITY or Agents has the right to request veterinary services for Owner's horse if contact to Owner is unattainable by text, phone or email in the event of an emergency, sickness and/or accident to the horse and all costs for such services will be incurred by the Owner. In the event that Kopec Veterinary Associates is not available, Nookside Stables, LLC reserves the right to contact an alternate veterinarian.

\_\_\_\_16. Owner must notify Agents in writing if Owner intends to take horse off of Nookside Stables, LLC property for purposes of showing, trail riding or any such equine activity. Written intent must include date(s) and time(s) of leaving and returning.

\_\_\_\_17. Any rider or handler other than the Owner must contact Nookside Stables, LLC or Agents and sign a **GENERAL RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT FOR EQUINE AND RELATED ACTIVITIES**. Owners are responsible for informing any rider or handler of all Nookside Stables, LLC Rules & Regulations. Any rider or handler disregarding Nookside Stables, LLC Rules and Regulations may be asked to leave the FACILITY.

\_\_\_\_18. Outside Instructors/Trainers wishing to provide instruction at FACILITY must provide valid proof of insurance of no less than \$1,000,000.00 to be kept on file in the Nookside Stables, LLC Office. A fee of \$10.00 per lesson will be charged for outside Instructors/Trainers.

\_\_\_\_19. Owner and Owner's visitors understand that the property stated above is a non-smoking, tobacco, drug, and alcohol- free FACILITY.

\_\_\_\_20. Owner agrees to abide by Nookside Stables, LLC Rules and Regulations and any attempt to willfully disregard such will be grounds for immediate termination of this contract and the immediate removal of Owner's horse from FACILITY'S property.

\_\_\_\_21. Owner agrees that this Agreement and Boarding Contract is a contract that, when signed by the parties involved, will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Pennsylvania.

\_\_\_\_22. Nookside Stables, LLC is open to Owners during the hours of 7 AM and 9 PM.

**\*\*\*\*\* I have read, initialed and understand, without question, this Agreement and Boarding Contract. \*\*\*\*\***

Nookside Stables, LLC Signature	
Owner's Signature	
Date	