

Nookside Stables, LLC
AGREEMENT AND BOARDING CONTRACT

This **AGREEMENT AND BOARDING CONTRACT** is entered into on this _____ day of _____ in the year 20____, by and between Nookside Stables, LLC (FACILITY) and _____ (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 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 Security Deposit of \$395.00 upon signing this agreement which may be refunded upon termination of this Agreement. Owner agrees to pay a BOARDING fee of \$395.00 per month January 1, 2020 through December 31, 2020 for the following boarding services:

- a. Pelleted Feed 2X daily: individually rationed for horse (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. Boarders are not permitted to feed additional hay to horses.
- 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 unless otherwise specified.
- g. Trailer parking is available on a first-come-first serve basis for an additional cost of \$25.00 per month.

____ 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. Nookside Stable, LLC suggests the farrier services of Matt Schock of Son Hollow Farrier Service. These appointments will be made known to Agents a week in advance. Tuesdays are reserved for Matt Schock to work at Nookside Stables, LLC. Other farriers are welcome to schedule services on Mondays, Wednesdays, Thursdays and Fridays. Owners using other farriers must manage their own horses for bringing in for farrier and turning out after farrier completes services.

____ 8. Other services including but not limited to: managing horse for veterinary care, managing horse 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 managed by Nookside Stables, LLC Agent. Costs for testing and de-wormer paste will be added to the monthly boarding fee of the month in which the testing and de-worming takes place.

____ 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. Fee may 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. A personal checks and electronic checks are also satisfactory.

____ 12. Owner will provide current negative Coggins 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 horse according to recommended veterinary vaccination schedule. Any special inoculation schedules may be submitted in writing to the Barn Manager.

____ 13. Any horses purchased by Nookside Stables, LLC will be quarantined for three weeks and will have a current negative Coggins test.

____ 14. Nookside Stables, LLC and Owner agree to fully reciprocate with each other in disclosing any known infectious, contagious and/or transmissible equine diseases that may arise. If horse displays any symptoms of an infectious, contagious and/or transmissible disease, Owner will have a veterinarian examine horse immediately if body temperature is above 101.2 for more than one (1) day. If Owner suspects a horse on the Nookside property appears to be ill, Owner will contact the Barn Manager immediately. Owners are not permitted to handle other boarders' horses in this situation.

____ 15. 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.

____ 16. Nookside Boarders will follow the protocol of contacting the Nookside Stables, LLC Agent (Barn Manager) to address any concerns.

____ 17. 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.

____ 18. Nookside Stables, LLC suggests the veterinary services of 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 Owner's veterinarian is not available, Nookside Stables, LLC reserves the right to contact an alternate veterinarian.

____ 19. 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 (text message) must include date(s) and time(s) of leaving and returning.

____ 20. Any rider, guest 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, guest or handler of all Nookside Stables, LLC Rules & Regulations. Any rider, guest or handler disregarding Nookside Stables, LLC Rules and Regulations may be asked to leave the FACILITY. Owner needs to pre-plan visitation of riders, guests or handlers of their horses and gain the signature of parent or guardian PRIOR to the visitation of the rider, guest or handler if under the age of 18.

____ 21. 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.

____ 22. Owner and Owner's visitors understand that the property stated above is a non-smoking, non-vaping, tobacco, drug, and alcohol- free FACILITY.

____ 23. Nookside Stables, LLC Boarders are not eligible to become employees of Nookside Stables, LLC.

____ 24. Helmets must be worn by anyone mounting a horse. (See attached General Release form.)

____ 25. 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.

____ 26. 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.

____ 27. Nookside Stables, LLC is open to Owners during the hours of 6 AM and 9 PM Monday through Sunday unless otherwise specified. Any hours necessary other than 6 AM-9PM requires a text message to Barn Manager 717.575.0986 for security purposes.

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

Nookside Stables, LLC Signature	
Owner's Signature	
Date	

**GENERAL RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT
FOR EQUINE AND RELATED ACTIVITIES**

Nookside Stables, LLC (FACILITY)
500 Landisville Road, Manheim, PA 17545 (PROPERTY)

HORSEBACK RIDING CAN BE DANGEROUS
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY

It is hereby agreed to as follows:

1. **HAZARDOUS ACTIVITY:** I understand that horseback riding is a hazardous activity and that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite (these are only some examples and not an all-inclusive list); that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be more than 5 feet. I understand that these risks and voluntarily assume these risks and dangers for myself or on behalf of my child or legal ward.

WARNING: The American College of Obstetricians and Gynecologists **recommends avoiding** activities that entail a high risk of falling or abdominal trauma. If you are pregnant or suspect you may be, you assume the risk of injury or harm to yourself and/or your unborn child. _____ (Initial here)

2. **RIDING HELMETS:** I understand that I can better protect myself against head injuries by wearing protective equestrian head gear while mounting, riding, dismounting and being around horses. **Helmets are always required** while mounted on the Property. _____ (Initial here)

3. **RIDING OF HORSE:** I understand that if the horse(s) boarded at Nookside Stables, LLC (FACILITY) will be ridden by anyone other than the Owner, that person or persons will be required to sign this GENERAL RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT FOR EQUINE AND RELATED ACTIVITIES and will need to provide Nookside Stables, LLC FACILITY with written permission from the Owner to ride the horse(s). _____(Initial here)

4. **LIABILITY RELEASE:** I understand that I am responsible for bodily injury or property damage that I or my child or legal ward should sustain while riding a horse on the Property. I am also responsible for medical expenses or any other expense incurred as a result of such bodily injury or property damage. I am responsible for any time I, or my child or legal ward shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns release and discharge Facility and all of their officers and employees from claims, demands, actions, and causes of action for such injuries sustained to my person, or that of my child or legal ward and/or my property. _____ (Initial here)

5. **INDEMNITY:** I agree to indemnify and pay any expenses, loss or damage that is incurred by the Facility and all of their officers and employees arising out of my riding, or my child or legal ward's riding of a horse while on the Property. _____ (Initial here)

6. INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD:

In the knowledge that a parent by law cannot waive the personal injury rights or other claims of a (their) minor child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify the Facility and all of their officers and employees from any financial loss suffered as a result of any claim brought on behalf of said minor child or legal ward. Further, I agree not to bring any claim or other legal action against Facility and all of their officers and employees for personal injuries suffered by said minor alleging negligent acts or acts of omissions by Facility and all of their officers and employees. _____ (Initial here).

WARNING

Under Pennsylvania law an equine professional and equine activity sponsor is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

*****DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM*****

Print Rider's Name

Date

Signature

Name of Guardian if under 18 years of age

Date

Signature

Emergency Contact Person(s)

Name

Phone

Email

Nookside Stables, LLC

Social Media Policy

EMPLOYER/NOOKSIDE LLC recognizes that social media, professional networking sites, blog sites and personal web sites are all useful technologies. This policy includes rules and guidelines for EMPLOYER/NOOKSIDE LLC-authorized use of social media networking and personal use of social media networking. An official online presence is the sole responsibility of EMPLOYER/NOOKSIDE LLC, which will coordinate posting of information on its website as well as on social networking sites appropriate to achieve strategic, informational and disclosure objectives.

This policy applies to all EMPLOYER/NOOKSIDE LLC **EMPLOYEES/BOARDERS**. This policy applies to (but is not limited to) the following social media technologies and websites: personal blogs and personal web sites; LinkedIn; Twitter; Facebook; MySpace; Google+ and YouTube. These websites can be accessed from both personal computers as well as cell phones, smart phones (such as an iPhone or Blackberry) or other mobile devices (iPads, iPods, handheld game devices, etc.). Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, personal website, social networking website, web bulletin board or a chat room, whether or not associated or affiliated with EMPLOYER/NOOKSIDE LLC.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards involved. Keep in mind that any of your conduct that adversely affects your **STATUS AS A BOARDER/STATUS AS AN EMPLOYEE**, job performance, the performance of fellow co-workers or which otherwise adversely affects patients, vendors, business partners, contractors, people who work for EMPLOYER/NOOKSIDE LLC or EMPLOYER's/NOOKSIDE LLC'S legitimate business interest may result in disciplinary action up to and including termination/termination of boarding contract.

Make sure that your postings comply with EMPLOYER's/NOOKSIDE LLC'S policies. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Always be fair and courteous to your co-boarders, co-workers, patients, vendors, business partners, contractors or other people who work on behalf of EMPLOYER/NOOKSIDE LLC. Also, keep in mind that you are more likely to resolve work-related/stable complaints by speaking directly with your Barn Manager or by utilizing our Complaint Procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages EMPLOYER/NOOKSIDE LLC co-boarders, patients, employees, vendors, business partners,

or contractors, or that might constitute harassment or bullying. Example of such conduct include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work or boarding environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Make sure that you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything. Therefore, even deleted postings can be searched. Never post any information or rumors about EMPLOYER/NOOKSIDE LLC or its competitors that you know to be false.

Maintain the confidentiality of EMPLOYER'S/NOOKSIDE'S trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications such as EMPLOYER'S/NOOKSIDE LLC'S business methods, contracts, and contractual relations with EMPLOYER'S/NOOKSIDE LLC'S co-boarders, patients, employees, vendors, business partners, contractors. Confidential information also includes information which EMPLOYER/NOOKSIDE LLC obtains or has obtained from services rendered; its manner of operations; names and contact information for co-boarders, patients, employees, vendors, business partners, contractors; information regarding the company's accounts, loans, sales, marketing methods, financial condition, systems, software; marketing and sales promotion plans and strategies; accounting methods and strategies or techniques. (Confidential information does not include information regarding your own wages or the terms and conditions of your employment).

Express only your personal opinions. Never represent yourself as a spokesperson for EMPLOYER/NOOKSIDE LLC. If content that you are creating concerns EMPLOYER/NOOKSIDE LLC, be clear and open about the fact that you are a **BOARDER/EMPLOYEE** of EMPLOYER/NOOKSIDE LLC and make it clear that your views do not represent those of EMPLOYER/NOOKSIDE LLC, its employees, co-boarders, patients, vendors, business partners, contractors, or people working on behalf of EMPLOYER/NOOKSIDE LLC. If you publish a blog or post online related to you, or subjects your work, with EMPLOYER/NOOKSIDE LLC, make it clear that you are not speaking on behalf of EMPLOYER/NOOKSIDE LLC. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of Nookside Stables, LLC."

If you are an employee, refrain from using social media while on work time or on equipment provided by EMPLOYER, unless it is work-related as authorized by your supervisor. "Working time" is the time employees are engaged, or should be engaged in performing their job for EMPLOYER. It includes the working time of both the employee engaging in the blogging/posting/texting and the employee to whom the messages are being sent. "Working time" does not include the time when employees are properly not performing their work duties, e.g., scheduled meal times and breaks. Do not use EMPLOYER email addresses to register on social networks, blogs, or other online tools utilized for personal use. Employees should understand that they have no expectation of privacy in their use of EMPLOYER's equipment, and, as such, EMPLOYER reserves the right to monitor its electronic communications systems.

Further, employees should not “friend” employees on Twitter, Facebook, or MySpace, or similar social media, where they have a direct or indirect supervisory/management relationship with such employees because such conduct may blur the lines of professionalism, create a conflict of interest, or otherwise undermine the ability of individuals to manage or supervise employees effectively.

EMPLOYER/NOOKSIDE LLC prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a violation under this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

EMPLOYER/NOOKSIDE LLC investigates and responds to all reports of violations of this policy. Violation of this policy may result in disciplinary action, up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any posts. EMPLOYER/NOOKSIDE LLC reserves the right to take legal action where necessary against boarders or employees who engage in prohibited or unlawful conduct.

Nothing in this policy is intended to limit an employee’s right to engage in protected, concerted activity under the National Labor Relations Act. This policy does not restrain an employee or group of employees from communicating with their fellow employees and/or third parties regarding the terms and conditions of their employment, including, but not limited to, wages, hours or other general working conditions.

*****DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS SOCIAL MEDIA POLICY*****

Print Name	
Indicate Employee or Boarder	
Date	
Signature	
If under the age of 18:	
Name	
Indicate Employee or Boarder	
Date	
Signature of Parent or Guardian	