

Orchard Hill Properties, LLC, d/b/a
ORCHARD HILL EQUESTRIAN CENTER
224 Sawyer Hill Rd., Berlin, MA 01503
Farm Office - 978-838-0202 FAX 978-838-0220
OrchardHillEquestrianCenter.com

BOARDING AGREEMENT

This agreement made and entered into on the day of _____, __, 20__, by and between Orchard Hill Properties, LLC, with its office located at 224 Sawyer Hill Road, Berlin, Massachusetts, (hereinafter called "We or Us") and

(Your name) _____ of ,

(Your address) _____

(Home #) _____ (Work #) _____

(Mobile #) _____ (email address) _____

hereinafter called the "you, your".

The parties hereto agree to the following terms and conditions:

1. Your Horse

We agree to provide boarding services for the following horse:

(Name) _____

(Breed) _____ (Sex) _____ (Age) _____

(Color & Markings) _____

(Height) _____ hh (Est. value) \$ _____

Vices or Special Needs _____

2. The Term of this Agreement

This agreement shall begin on _____, 20__, and shall end on the first day of the month following **one month written notice** to us by you, or to you by us, for any reason.

We shall also have the right to terminate boarding services if you or your horse become a danger to others or to our facility.

Our primary costs do not decrease when a stall is empty. You must continue to pay board fees in order to hold your stall when your horse is away temporarily.

3. Fees and Payment

The current monthly board fee is \$_____, payable to Orchard Hill Properties, LLC. Board fees must be paid in advance, prior to the 1st day of each month. Board and other fees may change from time to time, with a minimum of 30 days advance notice.

Board payment may be mailed to 220 Sawyer Hill Rd, Berlin MA 01503 or may be personally delivered to farm office.

A late fee of \$10 per day will be assessed for late payments. Please include this fee in your payment if it will be received by us after the 1st day of the month.

We will discount your board fee by \$5 per month if you maintain an automatic ACH payment to our bank. Please ask for details to set this up.

4. Facility Use and Service to be Provided

The following are provided:

- One clean stall in a location chosen by the barn manager
- Daily turnout (weather permitting)
- Hay at times and in amounts as requested by you
- Grain 2X per day. We buy feed in large quantities to save cost. If you choose to feed grain or other feed that is significantly more expensive than the farm feed, we may request additional payment.
- Blanket management (if your request is reasonable)
- Use of the indoor and outdoor rings and fields by you, subject to shared use with others and limitations to prevent damage to these facilities.

The following are not provided:

- Feed supplements
- Horse exercise
- Veterinary, shoeing, or other health care except as described below

5. Preventative Care

You must provide us with a copy of a negative Coggins test for your horse prior to its arrival at the farm and on each anniversary of the test date thereafter. This document is required for us to transport your horse in emergencies.

We will administer a parasite (worm) prevention program throughout the farm and will charge you a nominal fee for this. You may choose to add a daily wormer to your supplement container instead; please inform the barn manager of this.

Our Veterinarian will vaccinate all boarded horses at various times through the year. You will be charged for this service.

6. Emergency Care

We will attempt to contact you, using the phone numbers listed in this agreement, should we feel that medical treatment is needed for your horse.

If we are unable to contact you, we will take actions that we consider to be appropriate, with or without the consultation of a veterinarian, to treat the medical condition of your horse. You will be responsible for all of the cost of this treatment, including emergency veterinarian or farrier costs.

If hospitalization and/or colic surgery is indicated, and we are unable to contact you, we will direct the care provider to attempt treatment with a goal of not exceeding a cost of

\$ _____.
(maximum cost goal)

You will need to pay the cost of all treatment and transportation immediately, whether or not the treatment was successful.

7. Shoeing

Our farm manager will arrange for shoeing of your horse by the farm's preferred farrier, or you may invite another farrier to perform this work.

Shoeing, saddle fitting, massage, and other services that require space for working and parking of vehicles must be scheduled with the barn manager in advance to avoid conflicts. Any service providers that you invite to work at our farm must carry current and adequate liability insurance.

8. Lesson, Horse Training, and Horse Exercise

Lessons, training, and horse exercise programs are an important part of the equestrian center operations. Our goal is to provide a mix of group and individual lessons with our staff, individual lesson opportunities for boarders and their chosen trainers, clinics with specialists, and lesson-free times and places for boarders to ride.

The barn manager will set and manage a schedule of times and locations for lessons.

It is currently our policy to allow outside trainers to use our facilities to teach our boarders without a "ring fee" provided that trainers show evidence of active liability insurance, that trainers sign a liability release agreement, and that times are chosen that do not interfere with other activities in the lesson location.

You may choose to ride or attend lessons at other locations. Please inform the barn manager or leave a note on your stall when you take your horse from the farm!

We offer horse training and exercise rides for a fee. You may hire a contract trainer to provide this service per the terms of the paragraph above. You may also choose to have your horse included in lessons for this purpose without a fee to you or us.

Outside riders may use our facilities for lessons or schooling from time to time. Our intent is to share use of the facilities without interfering with use by our boarders. Outside users will be required to sign releases and pay a facility use fee.

Policies regarding lessons and facility use may change from time to time. We will provide you with advance notice prior to changing these policies.

9. Release of Liability

Before handling or riding any horse, you must sign an agreement unconditionally releasing us from liability relating to your injury or death resulting from the use of our facilities or horses.

You may not allow any guest to handle or ride any horse at our farm until the guest has supplied a properly executed liability release agreement. You are responsible for the safety of your guest.

10. Dangerous Activities, Helmet use, Fire

We strongly suggest that all riders wear an ASTM approved helmet when mounted. There is a significant risk of head injury even when riding a quiet horse in the indoor arena.

All riders under the age of 21 are REQUIRED to wear a helmet when mounted.

A helmet MUST be worn when riding on our property outside of the indoor arena.

Fire is a very real threat to our horses, riders and livelihood. Smoking is not allowed anywhere on the farm property.

It is in everyone's best interest to prevent injuries to humans and horses. Please help us to maintain a safe farm by informing us of unsafe activities.

11. Risk of Loss

We recommend that you purchase insurance for your horse. You agree that during the time the horse is in our custody, we are not liable for any sickness, disease, theft, death, injury or disability the horse suffers, or for any injury or property damage you suffer arising out of or in any way connected to the boarding of the horse.

We will provide space in the loft of the main barn for you to store your tack and supplies in a locked trunk. For your convenience, we will also provide space for local storage of your tack and a limited number of supplies in tack rooms or areas on the main floor of each barn. These are semi-public areas, and we cannot accept responsibility for loss or damage to your tack or supplies.

We will provide a limited number of parking spaces for trailers and tow vehicles for an additional monthly charge. These spaces are in public areas and we cannot accept responsibility for loss or damage to your trailer or vehicle.

12. Repair of Damages

You agree to pay our costs to repair any damage to farm property that you or your horse cause, either directly or indirectly.

13. Default

We may terminate this agreement upon 3-days written notice to you if you fail to comply with any of the terms of the agreement. If you default in the terms of the agreement, you agree to pay us the attorneys' fees and costs we incur as a result of your default.

14. Assignment

This agreement is not assignable by you to any other person.

We may allow you to exchange your horse for another to be kept in the same stall, provided that you notify us in advance. We reserve the right to not allow a replacement horse if we are concerned about safety, disease, or damage to the farm.

15. Right of Lien

We will retain a right of lien, as provided in the laws of the Commonwealth of Massachusetts, for the amount due for the board and care of your horse, and shall have the right, without process of law, to retain your horse until the amount of indebtedness is discharged. We may exercise our lien rights thirty days after written notice to you at the address above, and may sell your horse to recover the unpaid charges at a private or public sale. In the event that a sale does not secure a price sufficient to pay costs and charges, you will be liable for the difference. Any sum realized over and above the costs and charges shall be refunded to you.

16. Surviving Terms

The exclusion of liability described in sections 9 and 11 shall survive the termination of this agreement

Your Signature

for Orchard Hill Properties

___/___/___

___/___/___

WARNINGS

FIELDS: Orchard Hill was last used as an apple orchard. The fields are uneven and have holes that may be hard to see. Check for holes at a walk before riding fast in our fields.

ROAD: Sawyer Hill Road is narrow, and drivers are not always respectful of horses. Avoid riding in the road or use extra caution.

OUTDOOR RING: Our outdoor riding (jumping) ring is currently not fenced. If you are not ready to ride safely in the open, please ride in the indoor arena.

BARN RULES

We ask that you:

Ride only between the hours of 6:30a.m. and 10:00pm each day

Turn off lights and lock the tack room door when you are the last person to leave at night

Put manure and hair in a muck bucket after grooming in the aisles

Clean up manure from your horse in the indoor and outdoor arenas to preserve the footing

Return your horse to his/her paddock after riding

Avoid riding in outdoor arenas or fields when the ground is wet and soft

Use indoor arena heaters conservatively- they are very expensive to operate

Enjoy your time at Orchard Hill!

Contact information:

Farm office: - (978) 838-0202

Owner Cindy Teich (978) 915-7533