

## BOARDING AGREEMENT

THIS BOARDING AGREEMENT is by and between Helen O'Reilly Equestrian Services, LLC, manager of Waldingfield Stables, located at Waldingfield Estate, 55 Waldingfield Road, Ipswich, MA 01938 (hereinafter referred to as "Manager") and the individual or individuals undersigned (hereinafter referred to as "Boarder" or "Rider").

1. **Fees, Term, and Location.** Boarder acknowledges and accepts those terms set forth in the rate schedule applicable on the date of this Agreement as issued by Manager.

The boarding fee is due upon the first of the preceding month. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges as set forth in the rate schedule. In the event the subject horse(s) is/are removed from the premises for any reason and returned, then this Agreement shall be deemed reinstated at rates applicable at the time of said return.

Manager reserves the right to notify Boarder within fifteen (15) days of the horse's arrival if the horse, in Manager's opinion is deemed to be dangerous or undesirable for Manager's establishment. In such case, Boarder shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Agreement shall be deemed terminated and concluded upon the payment of all fees. A security deposit of \$ \_\_\_\_\_, payable with this Agreement, shall be refunded to Boarder within thirty (30) days of the date of completion of this Agreement.

Any horse that wind sucks, cribs or similar will be required to wear a cribbing collar which the Boarder will provide at their expense. Any damages due to, but not limited to, kicking/chewing/cribbing by the horse will be billed to the Boarder and must be paid within fifteen (15) days of bill. Manager holds Boarder responsible for the cost of repair and/or replacement of all damage and / or destruction of facilities, equipment or structure caused by Boarder or Boarder's horse. Some horses with certain vices will be charged an extra fee each month, such fee to be determined on severity and vice as determined by Manager. For and in consideration of the agreement hereinafter set forth, Manager and Boarder mutually agree as follows:

- Boarding fee is \$ \_\_\_\_\_ per calendar month / Daily Rate is \$ \_\_\_\_\_
- Boarding type? 3\* \_\_\_\_\_ 4\* \_\_\_\_\_ 5\* \_\_\_\_\_ (see addendum)
- Manager reserves the right to change boarding or service fees, manager will give Boarder 30 days notice of such change, at the end of which, the new fees will be charged
- Boarder shall pay for services, by check, or direct deposit, payable to Helen O'Reilly Equine Services
- Boarder shall pay first and last month board in advance and monthly thereafter
- Boarder shall pay monthly board on 1<sup>st</sup> day of each month
- A late fee of \$25 will be added to the account after the 10<sup>th</sup> of the month
- Training and other special services, not otherwise included, will be added to Boarder's monthly statement and paid will also be due 1<sup>st</sup> of the month

2. **Right of Lien.** In the event the boarding fee is overdue by ten (10) days, Manager shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the Commonwealth of Massachusetts. The Boarder is put on notice that Manager has a right of lien as set forth in the laws of the Commonwealth of Massachusetts, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Manager will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Manager exercises Manager's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Manager's representatives setting forth the material facts of the default and foreclosure as well as Manager's compliance with foreclosure procedures as required by law. Boarder agrees to pay all attorneys' fees, costs, and other related expenses in the event Manager exercises its lien rights.

3. **Rules and Regulations.** The Boarder agrees to abide by all the rules and regulations of Manager. In the event someone other than the Boarder shall call for the horse(s), such person shall have written authority signed by the Boarder to obtain said horse(s).

4. **Description of Horse(s) to be Boarded.** Boarder agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this Agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Boarder. If the Boarder is not the owner of the horse, the Boarder represents that he/she is an authorized agent of the horse owner with permission to board the horse at Manager. Individuals who wish to board a horse they do not own are required to have the horse's owner also sign a boarding contract. Boarder and owner of the horse agree to be bound by the terms of this Agreement.

5. **Coggins Test.** Boarder will provide proof satisfactory to Manager of the negative Coggins test upon request.

6. **Shoeing and Worming.** Boarder agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Boarder's expense. Boarder agrees to provide Manager with all health records with regard to the horse(s). Boarder agrees to have the horse(s) wormed and vaccinated on a regular schedule.

7. **Emergency Care.** Manager agrees to attempt to contact Boarder should Manager feel that medical treatment is needed for said horse(s), but, if Manager is unable to contact Boarder, Manager is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s); including, but not limited to, de-worming and/or worm counts, vaccinations, and farrier. All costs of such care secured shall be paid by Boarder within fifteen (15) days from the date Boarder receives notice thereof, or Manager is authorized, as Boarder's agent, to arrange direct billing to Boarder.

MANAGER SHALL ASSUME THAT BOARDER DESIRES SURGICAL CARE IF

RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS MANAGER IS INSTRUCTED HEREIN OR ON BOARDER'S INFORMATION SHEETS, BY BOARDER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

In the event of sickness or accident to the horse, the Manager will make reasonable effort to contact the Boarder. Boarder agrees to notify Manager of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Boarder in the event of an emergency. In the event Boarder departs for vacation or is otherwise unavailable, prior to departure Boarder shall notify Manager as to what party is authorized to make decisions in the Boarder's place with regard to the health, well-being, and/or medical treatment of the horse(s).

8. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Boarder *expressly releases Manager* from any and all claims for personal injury or property damage, even if caused by negligence by Manager or its representatives, agents or employees.

Rider acknowledges that there are certain risks involved in Equestrian activity which includes riding horses and being in the general vicinity of horses. These risks include, but are not limited to, damage to any personal property, illness, bodily injury, trauma, or death as a result of riding a horse or being in the general proximity of a horse and all equipment related to such activity. The Rider further understands that both the horse and the rider can be injured while hacking, schooling, riding, competing, or doing many other activities on the Premises. No horse is a completely safe horse. If a Rider falls off of a horse the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to, stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger. Manager is NOT responsible for total or partial acts, occurrences or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples include, but are not limited to, thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

9. **Risk of Loss and Standard of Care.** The standard of care applicable to Manager is that of ordinary care of a prudent horse owner and not as a compensated Bailee.

During the time that the horse(s) is/are in custody of Manager, Manager shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s), tack, or equipment, or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any property loss, personal injury, disability and/or property loss the horse Boarder, or Boarder's guest, may receive on Manager's premises. Individuals who wish to invite a guest are required to have their guest sign a release form prior to their visit. Boarder agrees that Manager, any of its owners, officers, employees or guests are not liable for death, sickness and/or accident, including consequential damages caused to the horse except if caused by the willful, wanton negligence of the Manager. In addition, Boarder agrees to hold Manager completely harmless and not liable for any injury whatsoever caused to Boarder and/or loss or damage to any of the Boarder's personal property.

The Boarder fully understands that Manager does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Manager are to be borne by the Boarder. Manager strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Boarder.

10. **Hold Harmless.** Boarder agrees to hold Manager harmless from any and all claims arising from damage or injury caused by Boarder's horse(s) to anyone, and defend Manager from any such claims. Boarder agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Manager.

11. **Limitation of Actions.** Any action or claim brought by Boarder against Manager for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs. In no event shall Manager be held liable to Boarder for equine death or injury in an amount in excess of five thousand dollars (\$5,000) per animal.

12. **Feed, Facilities, and Services.** Manager agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Boarder acknowledges Boarder has inspected the facilities and finds same in safe and proper order. The standard rules and services to be provided herein and the charges therefor are as posted in the office of Manager and are subject to change at Manager's discretion. Furthermore:

- Provision of a stall with bedding, cleaned daily. Water refreshed daily, hay and grain fed according to individually calculated ration. Daily turn in and out (weather permitting), blanketing (if applicable).
- Manager will allocate an appropriate stall which may be changed without notice, if circumstances require and at the sole discretion of manager.
- Feed rations will be individually calculated and agreed upon between Manager and Boarder prior to horses' arrival. Boarder will provide details of current feed ration. Manager reserves the right to change feeding ration at any time in the best interest of the horse. Manager will notify Boarder of any such changes.

- Manager and / or staff will record feed rations, supplements and medications and feed accordingly.
- Any supplements and / or medications can be added if required and will be provided by Boarder who will be responsible for the cost and timely replenishment of.
- Group turnout in small compatible groups of horses (ponies or other equines). These groups may change if deemed necessary, without notice and at the sole discretion of manager
- See addendum for special services

13. **Property in Storage on Manager's Premises.** Boarder may store certain tack and equipment on the premises of Manager at no additional charge to Boarder. However, Manager shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Manager as same is stored at the Boarder's risk. Manager shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles or trailers stored upon the premises will be subject to a daily storage cost as indicated on the rate schedule posted throughout the premises.

14. **Amendment or Termination of This Agreement.** It is agreed by the parties that this Agreement may be amended or terminated upon thirty (30) days' notice, regardless of the rental period, for any reason. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Manager's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Manager. Upon 30 days' notice to Boarder, Manager may terminate this Contract for any reason. In such case, Manager shall be paid for all fees incurred up to the termination date. After all fees have been paid the Contract is concluded.

15. **Entire Agreement.** This Agreement represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. When Boarder, or Boarder's parent or guardian, if Boarder is a minor, signs this contract, it will then be binding on both parties, subject to the above terms and conditions. This Agreement is made and entered into in the Commonwealth of Massachusetts, and shall be enforced and interpreted in accordance with the laws of Massachusetts.

16. **Enforceability of Agreement.** In the event one or more parts of this Agreement are found to be unenforceable, the other portions hereof shall be deemed in full force and effect. In the event of any ambiguities in this Agreement, this Agreement shall be construed without consideration of which party may have drafted this Agreement.

17. **Waldingfield Stables Specific.**

- A. Boarder understands and acknowledges that strictly no dogs are allowed on property
- B. Boarder understands and acknowledges that visiting professionals, e.g. Trainers, etc., are not permitted to offer or perform services on Waldingfield Estate property
- C. Boarder understands, acknowledges and will abide by all Waldingfield Estate property rules and guidelines posted on site

\_\_\_\_\_  
Printed Name of Boarder or Authorized Agent

\_\_\_\_\_  
Signature of Boarder or Authorized Agent

\_\_\_\_\_  
Date

Cell Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact Name and Telephone Number: \_\_\_\_\_

Emergency Contact Name and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Manager Authorized Agent

\_\_\_\_\_  
Date

**WARNING**

**Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.**

<b>2023 Special Services</b>	<b>3*</b> \$1300	<b>4*</b> \$1900	<b>5*</b> \$2600	<b>Fee if not included* \$</b>
Horse/Rider Training x 3 weekly <b>OR</b> Hunt Conditioning Plan	X	✓	✓	65 per single session
1 Additional Horse or Rider Training	x	x	✓	65 Per single session
Basic Grooming or Bathing	X	✓	✓	65
Full Horse wipe down after every ride	X	✓	✓	15
Full Tack wipe down after every ride	X	✓	✓	15
Full Groom / Hunt Preparation (includes Braiding)	X	x	✓	135 1 per week
Deep Tack Clean / Conditioning x 1 weekly	X	x	✓	45
Mane & Tail Braiding / Pulling	X	x	✓	45
Vet, Farrier (other) Assistance	x	x	✓	35

\*fees can be adjusted for multiple or repeat services

**Available on request:**

Bespoke Training and / or Care Plans  
Accompanied Trail / Hunt Ride  
Professional Diet Consultation  
Saddle (&bridle) Fitting  
Massage / Chiropractic  
Injury Management  
Body Clipping  
Blanket Cleaning

# OWNER'S INFORMATION SHEET

(Fill out one for each horse boarded)

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## COVERED HORSE

Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

(Registered or Legal Name)

Male  Female

Age: \_\_\_\_\_ (or approximate)

Weight: \_\_\_\_\_ (or approximate)

Breed: \_\_\_\_\_

Colors: \_\_\_\_\_

Distinguishing Marks: \_\_\_\_\_

Does the Horse have dangerous propensities?  Yes  No

If Yes, Please discuss: \_\_\_\_\_  
\_\_\_\_\_

Feeding Instructions: \_\_\_\_\_  
\_\_\_\_\_

Special Care Requirements: \_\_\_\_\_  
\_\_\_\_\_

Please describe the Horse's medical history and any allergies the Horse may have:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_