



BOARDING AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20____, made by and between PAINTED BAR STABLES, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at 4093 LAKE AVENUE, BURDETT, NEW YORK, 14818, and

The named owner of hereinafter-described horse(s): _____

Residing at a permanent address of: _____

1. Fees, Term and Location

Stall Board - \$300.00 per horse per month

Pasture Board - \$200.00 per horse per month

STABLE agrees to board the herein described horse(s) on a month-to-month basis commencing the ____ day of _____, 20____. Fees are to be paid per horse, per month by OWNER in advance on the first (1) day of each month. Fees are subject to change. Thirty (30) days notice will be given prior to any fee increases. Partial months will be paid on a pro-rated basis based on the numbers of days boarded in a standard thirty (30) day month. It is understood that the all costs associated with board do not include Sales Tax.

Late Fees: Boarding fees paid between the sixth (6) and fifteenth (15) day of the current month due will be subject to a late fee of \$15.00. Fees received after the fifteenth (15) will be subject to a late fee of \$25.00.

2. Description of Horse (s)

Horse's Stable Name: _____ Horse's Registered Name: _____

Reg#: _____ Registration Association: _____

Breed: _____ Sex: _____

Color and Markings: _____

Height: _____ Foaling Date: _____

Sire Name: _____ Dam Name: _____

Value of Horse (needed for insurance reasons): \$ _____

A copy of the registration papers or proof of ownership must be kept on file.



In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this Section 2, will be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.

Horse Condition Evaluation

Is the horse currently sound? Yes No

Notes (include gait irregularities, head bobbing, crisscrossing legs or other indications): _____

Does the horse wear shoes? Yes No

If yes, what kind of shoes and does he have any special shoeing needs, such as pads or egg bar shoes? _____

In winter? _____

Does the horse have any current health issues? Yes No

Notes: _____

What is the horse's current diet?

Grain _____ quarts of grain per day fed _____ times per day

Grain/Feed Type _____

Hay _____ flakes of hay per day fed _____ times per day

Hay Type _____ Specify Instructions if applicable _____

Does the horse ever crib? Yes No

Does the horse ever kick in stall? Yes No

Has the horse ever had colic? Yes No

If yes, did he or she require surgery? Yes No

Notes: _____

Is the horse up to date on his shots, including Strangles and West Nile? Yes Yes, not Strangles or West Nile No

Notes: _____

When was the horse last wormed? _____

Overall visual healthy appearance? Yes No Notes: _____

Weight: fleshy, thin or just right? _____

Muscle tone: fit or flabby? _____

Coat condition: slick and shiny or shaggy and unkempt? _____

Breathing: normal and healthy breath sounds, not exerted? Notes: _____

Any visible injuries, blemishes or scars? _____

Owner Initials _____

3. Feed and Facilities

STABLE agrees to provide water, hay and grain, in addition to normal and reasonable care and handling to maintain the health and well being of the animal(s). It is expressly recognized and understood that the boarding of said horse(s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or its employees, officers, agents and/or family members.

Additional Feed

Painted Bar Stables feeds up to 4 quarts of 12% protein grain and ½ a bale of hay per horse. The STABLE will or will not agree to provide the additional grain and hay if deemed necessary for the health of the animal for the following rates:

- Use of 14%+ protein grain or sweet feed = \$10 per month
- 1 additional quart of grain per day = \$10 per month
- 1 additional flake of hay per day = \$15 per month

Training

STABLE will or will not provide the below listed training for said horse(s). Fees for such service will be \$ 120.00 per month and will or will not be included within the aforesaid fees.

- | | |
|---|--|
| <input type="checkbox"/> Round Pen Work: lunging, learning cues | <input type="checkbox"/> Trailer Loading |
| <input type="checkbox"/> Halter Training: catching, haltering, leading, tying | <input type="checkbox"/> Spook Control |
| <input type="checkbox"/> Farrier Training: picking feet and standing still | <input type="checkbox"/> Riding |
| <input type="checkbox"/> Blanketing Training: standing still and peacefully | <input type="checkbox"/> Performance Enhancement |

Use in PBS Programs Discount

STABLE will or will not be allowed to use said horse(s) for their trail and lesson programs. A flat rate reimbursement discount of \$50 for use of the horse will be given at the end of the month to the owner of the horse if Painted Bar Stables uses the horse in any of its organized programs.

Grooming

STABLE will or will not provide reasonable grooming for said horse(s). Fees for such service will be \$ 5.00 per grooming and \$ 15.00 per bath and will or will not be included within the aforesaid fees.

4. Exercise and Turnout

Turnout

The OWNER will be solely responsible for the exercise of the horse(s) and it is expressly understood by OWNER that the horses will or will not be turned out to pasture daily under the following provisions:

It is understood that Painted Bar Stables follows a herd turnout policy. A majority of horses are turned out as a large herd to employ the ingrained social structure and hierarchy that horses need to maintain social skills and ride peacefully on trail rides. With this in mind, it is understood that certain horses are more dominant or submissive and may require specific turnout environments. Please select from turnout options below, understanding that circumstances may change at the discretion of Painted Bar Stables at any point, without notice.

- Large Herd Turnout*
This turnout option offers the best social experience for horses and access to the best grass and forage.
- Anti-Social Herd Turnout*
Horses that display aggression towards submissive or young horses may need to be kept separate.
- Submissive Herd Turnout*
Special pasture space is made for submissive horses so that they may live in peace together.
- Solo Turn-Out (Additional cost of \$15/week)*
Turnout alone (only when available on a rotating schedule)

Owner Initials _____

Blanketing Policy

The OWNER will be solely responsible for the provision, maintenance, cleaning and replacement of any blanketing attire for the horse(s). Painted Bar Stables will not be held liable or responsible for any damages or replacement of said blanketing attire, nor will they provide substitute attire while blankets are undergoing repair. It is expressly understood by OWNER that the horses

will or will not be blanketed by Painted Bar Stables under the following provisions:

It is understood that Painted Bar Stables follows a **minimal blanketing policy free of charge**. Minimal assistance in blanketing will be provided by on-duty stable-hands without charge. Lessons and use on how the owner would like their horse blanketed must be provided by the owner to all stable-hands at convenience and proper instructions are the liability of the owner. No blanket will be left on if deemed or perceived to be dangerous to a horse’s health, without exception. Additional services will maintain the following charges:

- Specific Temperature Blanketing (free of charge)*
Blankets added for both indoor and turnout usage without blanket changes below a certain temperature
- Forecasted Weather Blanketing, Rain Sheets and Fly Masks (free of charge)*
Blanket for outdoor turnout in rainy and/or wet forecasted weather. Flymasks for bug season outdoor turnout.
- Outdoor Blanketing Only (Additional cost of \$30/month)*
Blanket added for outdoor turnout on a daily basis and removed indoors.
- Indoor/Outdoor Blanket Changes (Additional cost of \$50/month)*
Two separate blankets used for indoor and outdoor turnout that need to be changed before turnout and then changed again indoors.
- Hooding, Boots (Additional cost of \$20/month)*
Daily application of hood, boots or any additional attire for indoor or outdoor use.

It is understood that Painted Bar Stables follows a **safety first blanketing policy**. Some horses may exhibit dangerous behaviors while being blanketed that include but are not limited to: kicking, cow-kicking, biting, rearing, and pushing. It is also understood by both the owner and the Painted Bar Stables that horses behave differently with different people, without explanation. If for any reason the stable finds it dangerous or unsafe to blanket a horse the owner agrees that the stable should follow the following protocol:

- Turnout without blanket or blanket change*
If the on-duty stable-hand cannot change, apply or remove a blanket or a blanket is in unsafe condition and no spare is provided, the owner agrees that the horse will be turned outside in the horse’s current state, with or without blanket.
- No Turnout without blanket or blanket change*
If the on-duty stable-hand cannot change, apply or remove a blanket or a blanket is in unsafe condition and no spare is provided, the owner agrees that the horse will be left inside in the horse’s current state, with or without blanket with hay and a full bucket of water.
- Notification and Owner Turnout (must select one of the above two options in addition)*
If the on-duty stable-hand cannot change, apply or remove a blanket, the stable hand will send an email notification to the owner so that the owner may apply their own blanket changes

5. Veterinary Care

Required veterinary care: Current Deworming, Current Coggins, a typical 4-way immunization injection (Tetanus, Eastern and Western Encephalitis, Influenza)

Suggested veterinary care: Rhinopneumonitis, West Nile, and Strangles

Other specialized veterinary, farrier or health care or concerns specific to this horse includes: _____

STABLE reserves the right to charge a \$10/hour service charge to: make and attend any call for farrier or vet services, whether requested by the owner or required for the safety and well-being of the horse; apply first aid or care; administer eye drops, wormers or other non-food ingested supplement or medication.

Owner Initials _____

Worming

STABLE will or will not agree to provide the necessary worming of the horse as is reasonably necessary. Provided, however, such expense for same will be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER will pay said bill within fifteen days that the bill is submitted to OWNER.

Following is a solid horse worming schedule that we recommend:

Horse Worming Schedule	
Month One (January)	A fenbendazole-based product such as Safe Guard.
Month Three (March)	An ivermectin-based product such as Zimecterin Gold.
Month Five (May)	A pyrantel pamoate-based product such as Strongid.
Month Seven (July)	An oxibendazole-based product such as Anthelcide EQ.
Month Nine (September)	A moxidectin-based product such as Quest.

Shoeing

STABLE will or will not agree to provide the necessary shoeing and farrier services of the horse as is reasonably necessary. Provided however, such expense for same will be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER will pay said bill within fifteen days that the bill is submitted to OWNER. STABLE reserves the right to charge a \$10/hour service charge to make and attend any call for farrier services.

6. Emergency Care

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number

(_____) _____

Should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time will be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured will be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

7. Ownership/Coggins Test

OWNER warrants that it owns said horse (s), that there are no current liens against said horse(s), express or implied by law, and will provide prior to time of delivery of said horse (s), to STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to STABLE.

A photocopy of current Coggins test and rabies vaccination must always be kept on file with the STABLE.

8. Risk of Loss

During the time that the horse(s) is/are in the custody of STABLE, STABLE will not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE’s premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER.

Owner Initials _____

9. Hold Harmless

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. Additional Hold Harmless contract will be required.

10. Additional Riders

It is understood that this contract only covers the owner of the horse in terms of permissions to use and access the Painted Bar Stables facility. The owner may bring guests and it is understood that anyone entering the stables premises, whether riding or not riding, will sign a Painted Bar Stables waiver of liability. It is further understood that the owner of the horse must be present and escort guests when riding and using the Painted Bar Stables facility.

Additional Riders

Any additional riders that will be riding said horse without escort must be submitted using a Guest Rider Form. Free use of the stables is entitled to significant others and direct family members. An additional monthly Facility Use and Liability Fee of \$20 will be charged to the owner for non-family members granted riding rights and use of the Painted Bar Stables facility. This fee may be waived in exchange for volunteering at the stables.

11. Liability and Liability Insurance

STABLE warrants that it presently carries in full force and effect, and throughout the period of this AGREEMENT will continue to carry and maintain in full force and effect, liability insurance protecting the STABLE from any and all claim(s) arising out of or relating to this AGREEMENT. It is the responsibility of the OWNER to provide any further insurance, including but not limited to death related insurance policies on the horse(s).

Statement of Applicable state equine liability laws:

Recreational Use: Painted Bar Stables will attempt to give warning of known hazardous conditions on our property that limit equestrian use. The owner, lessee or occupant of premises surrounding our stables owes no duty to keep the premises safe for entry or use by others for any reason, including horseback riding, or to give warning of any hazardous condition or use of or structure or activity on such premises to persons entering for such purposes, whether they give permission and consent or not. Neither Painted Bar Stables nor our surrounding neighbors assume responsibility or incur liability for any injury to person or property caused by any act of persons to whom the permission is granted. See <http://nyshc.org/LegalDocuments/RecreationalUseStatutes.pdf> for more information.

Riding on Roads: Under NYS law, horses are entitled free use of roadways unless otherwise noted by authorities. Horses must allow the free passage of bicycles. Horses must be ridden or led in the right hand curb, edge or shoulder of the roadway in a single file line as to prevent undue interference with the flow of traffic. No person is allowed to run their horses on the road, nor tie their horse to any tree within the bounds of the public highway. Every person riding or leading a horse upon a roadway will be granted all rights and will be subject obey traffic laws and safety signs. While it may be the responsibility of drivers to exercise due care when approaching a horse, not sound their horn, and approach at a reasonable and prudent speed, it is wise to exercise prudence and respect. See <http://nyshc.org/LegalDocuments/RidingonPublicRoads.pdf> for more information.

Equine Liens: SEE ATTACHED ADDENDUM

12. Stable Rules

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

Owner Initials _____

STABLE RULES

1. Anyone in or near the barn must **sign a waiver**
2. **Always wear closed toed shoes** around the barn or the horses
3. Please act calmly around horses. No horseplay or irresponsible behavior will be tolerated. This includes:
 - i. No climbing on fences or gates;
 - ii. no running;
 - iii. no boisterous playing around horses;
 - iv. no yelling
4. Lead horses with halters and a lead rope.
5. **Children must be supervised** by an adult when visiting horses in their stalls.
6. All **stall doors and gates must be locked** and secured.
If you have trouble locking a stall door or gate, please notify someone for help.
7. All minors (under 18 years of age) and beginners (walk/trot riders) **MUST** ride with a helmet at all times. No exceptions.
8. Always **turn off lights**.
Only Harvey's light may remain on, but **ONLY** when he is in his stall.
9. **Never tie horses by the bit**. This is very dangerous and will not be tolerated.
Halters, tie downs and collars are acceptable for tying horses.
10. Always place reins over the horse's neck and/or secure them while horses are tied.
11. **Report any injuries** or **repairs needed for the barn** to the PBS Emergency Line: 607-431-8184
12. Do not ride in the outdoor arena while pastured horses are present.
Remove them to the Dandy Paddock or stalls.
13. Do not use Painted Bar Stables or another boarder's tack without specific permission.
14. If you borrow anything (tack, brushes, barn equipment/tools), **put items back where they belong**
15. Do not tack up your horse in the main aisle during feeding times (7:00-9:00am or 5:00-7:00pm).
Use the indoor arena hitching posts to tack up horses when possible.
16. Always **ride with a cell phone** and add to your contacts the PBS Emergency Line: 607-431-8184
17. Respect our neighbors' property by riding on the field edges and riding in a respectful manner.
Always wear a helmet when riding on the Newell Farm.
18. **No smoking in the barn.** Smoking allowed in designated smoking areas only and use of receptacles for waste.
 - a. Anyone smoking must smoke at the picnic table near the road and all cigarette butts must be thrown away.
 - b. If cigarette butts are found ANYWHERE on the property smoking will be prohibited.
19. Do not feed, ride, or handle a horse without specific permission from the boarder or barn management.
20. Last person in the barn at night must check that gates and stalls are latched, turn off the lights, and close all barn doors (or gate guards in summer).

13. Default

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 11 Stable Rules. In the case of a default by one party, the other party will have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT will be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date will place OWNER in default hereunder. Acceptance by STABLE of any late payment will not constitute a waiver of subsequent due dates or determinations of default.

14. Assignment

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

15. Notice of Termination

OWNER and the STABLE agrees that thirty (30) days notice will be given to as to the termination of this AGREEMENT.

Immediate termination of the contract is permissible in the case of suspected or proven theft; vandalism; purposeful or unreasonable harm to horses (theirs or otherwise); and/or unreasonable, unruly, destructive, and/or aggressive behavior. In these cases, right of access to Painted Bar Stables facilities will also be terminated unconditionally under threat of trespassing.

16. Right of Lien

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of New York, for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE will have the right, without process of law, to attach a lien to your horse(s) after two months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss

These parties warrant that they have the right to enter into this agreement.
THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NEW YORK ON THE DATE FIRST SET FORTH ABOVE.

"STABLE"

STABLE OWNER (SIGNATURE):DATE:

"OWNER"

HORSE OWNER (PRINTED):

HORSE OWNER (SIGNATURE):DATE:

ADDRESS: EMAIL:

TELEPHONE: (C) (H).....

EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACT NAME: RELATIONSHIP:

ADDRESS: EMAIL:

TELEPHONE: (C) (H).....

Painted Bar Stables



ADDENDUM

Abandoned Tack and Horses beyond Boarding Term: There will be no assumed transition period beyond the end of the boarding term. Horses left behind at either the end of the boarding term or the discontinuance of payment for boarding services will be kept for a fixed period of time of 90 days at the horse OWNER'S expense of \$_____ per month (same as the boarding rate previously paid) until the horse is removed.

Items and tack left behind at either the end of the boarding term or the discontinuance of payment for boarding services will be kept for a fixed period of time of 90 days at the horse OWNER'S expense of \$100 per month until the item is removed.

Stableman's (Agister's) Liens: Upon the occasion that the OWNER of the boarded horse receives services from the STABLE and fails to pay the prearranged fees (i.e. - board, feed, vaccinations, and medical fees incurred) the horse will not be released to the OWNER until funds have been received for services rendered.

An automatic lien will be placed on horses for unpaid board, enabling the STABLE to sell or otherwise dispose of the horses if they remain on the STABLE property after a 90 day period following termination of the boarding agreement. If dues remain unpaid, the OWNER waives any rights that they might have otherwise had under New York State's agister's lien law, enabling the STABLE to take action to sell the horse(s) without having to go through the typical lien sale process.

Please see <http://nyshc.org/LegalDocuments/LiensforCareofHorses.pdf> for more information on equine Liens.

Transfer of Ownership: Owners of said horse(s) and items will receive one letter monthly for the 90 day period of failure to pay board and/or other incurred expenses. The letter will specify each item and/or horse and state that if the items are not removed within the specified period of time (90 days from first failure of payment), they will become the property of the boarding stable. To minimize the possibility that the former owner can claim lack of receipt of the letter, all letters will be mailed via a method that provides for proof of delivery, such as Federal Express.

After 90 days of failure to render payment for services the STABLE will take ownership of the horse and/or left-behind items unless all past due liens and debt is paid. At this point, all liens will be considered satisfied and any past due debt will be considered null and void. In the case of registered horses, horse OWNER will be required to furnish registration paperwork and sign over a transfer of ownership to the stable, otherwise a transfer of indemnity will be carried out.

Beyond this 90 day period, the former OWNER will have no claims of liens on the previously held possessions and will be revoked from any opportunity for legal claim for "conversion" against the STABLE or the STABLE OWNERS.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NEW YORK ON THE DATE FIRST SET FORTH ABOVE.

HORSE NAME:

HORSE OWNER (PRINTED):

HORSE OWNER (SIGNATURE):

DATE:





Painted Bar Stables

GUEST RIDER FORM

HORSE OWNER

Horse Owner Name: Horse Name:

GUEST RIDER

Guest Rider Name: Email:

Address: City/State/Zip:

Telephone: (C)..... (H)

Start Date: End Date:.....

Is the guest rider a family member of the horse owner or a current paying member of Painted Bar Stables? Yes No

Relationship :

Is there a contractual relationship between the horse owner and guest rider? Yes No

Has a \$20 monthly Facility Use and Liability Fee been paid to enable the guest rider use of the premises? Yes No

Will the guest rider be participating in the volunteer program (2 shifts per month) for use of the premises? Yes No
if yes, please have them fill out the volunteer agreement

HORSE OWNER: In signing this form, I understand that Painted Bar Stables is in no way responsible or liable for damages inflicted on my horse by guest riders which I assign. I further understand that my benefits as a boarder in this facility are non-transferable to riders who are not in my family without payment of a Facility Use and Liability Fee, which may be invoiced to me by Painted Bar Stables.

HORSE OWNER SIGNATURE:DATE:

GUEST RIDER: In signing this form, I understand that Painted Bar Stables is in no way responsible for damages or injuries while I am using Painted Bar Stables facilities. I further understand that my benefits as a guest rider in this facility are non-transferable.

HORSE OWNER SIGNATURE:DATE:





BOARDER BENEFITS and RATES

1. Boarder Rates

Stall Board	\$300.00 per month
Pasture Board.....	\$200.00 per month
PBS Program Horse Use Reimbursement (flat rate if used)	(\$50.00) per month
Training and Riding of Boarded Horses (4-6 horse training sessions)	\$120.00 per month
High Protein, Sweet Feed or Senior Feed or additional grain.....	\$10.00 per month
Additional Hay.....	\$15.00 per month
Vet and Medical Attendance and Treatment	\$10.00 per hour
Grooming / Bath.....	\$5.00/ \$10.00
Late Fee	\$15.00 / \$25.00

2. Discounts

With this membership the member is entitled to the following discounts:

5% off Clinics

10% off T-Shirts

10% off 1 sweatshirt

3. Arena Reservations

Boarders are allowed to reserve the arena for their private use. It is understood that Painted Bar Stables always is entitled to primary use. Boarders must ask Painted Bar Stables ahead of time and consult the online calendar to determine when the arena is available for use.

4. Painted Bar Stables Field Trips and Off-Site Trail Rides

Painted Bar Stables hosts off-property trail rides on a weekly basis throughout the surrounding countryside and attends local shows and activities regularly. Boarders may participate in these rides at the discretion of Painted Bar Stables depending and the availability of trailer space and horses. These rides will cost \$15.00 per horse.

It is my responsibility to communicate with Painted Bar Stables as to when they are going for trail rides and schedule the ride ahead of time. Painted Bar Stables is in no way responsible for communicating or announcing their trail ride schedule.

5. Overnight Trail Rides

With the boarding agreement, members are entitled to access to pre-planned overnight trail rides. The cost to join an overnight trail ride will be \$15 for the boarded horse. Members must supply their own tent and bedding and must either reimburse the cost or provide their own food.

