

## KCS EQUINE SELF CARE BOARDING AGREEMENT

This Equine Boarding Agreement (the "Agreement") is being entered into by (hereafter referred to as owner) :

(Name) \_\_\_\_\_ of, (Street address) \_\_\_\_\_,

(City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip code) \_\_\_\_\_

Camp KCS, Inc aka KCS Stables and said owner acknowledge this agreement as of \_\_\_\_\_, 20\_\_\_\_.

1. The term of this agreement shall be for a month to month commencing on the date set forth above, and shall renew automatically every month for successive periods thereafter unless canceled 30 days prior by written notice by either party.

2. Identification of Horse Boarder's horse(s) to be housed by Stable:

A. (Name) \_\_\_\_\_ (registered name) \_\_\_\_\_  
(breed) \_\_\_\_\_ (age) \_\_\_\_\_

B. (Name) \_\_\_\_\_ (registered name) \_\_\_\_\_  
(breed) \_\_\_\_\_ (age) \_\_\_\_\_

C. (Name) \_\_\_\_\_ (registered name) \_\_\_\_\_  
(breed) \_\_\_\_\_ (age) \_\_\_\_\_

3. Boarder's Contact Information.

A. (Name) \_\_\_\_\_,  
(Street address) \_\_\_\_\_,  
(City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip code) \_\_\_\_\_,  
(Cell phone) \_\_\_\_\_, (Home phone) \_\_\_\_\_,  
(E-mail) \_\_\_\_\_

4. Ownership of/Authority over Horse.

Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Stable.

5. The Cost of Self-Care boarding at our facility is \$175.00 a month. Board is due on the 1<sup>st</sup> day of each month. Payment received after the 5<sup>th</sup> of the month will be subject to a \$15.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$30.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges. Payments can be made via Cash, Check, Visa, MC and Discover. Payments made with Credit Card must be done in the Camp KCS office.

6. Deposit: A refundable deposit of \$175.00 is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, and any other unreimbursed expense incurred by Stable for boarder's or Horse's benefit shall be deducted from the deposit. If Boarder chooses to remove Horse prior to giving full and proper notice of cancellation 30 days in advance, no deposit will be refunded.

7. Stable's Services:

A. Stable agrees to provide:

- a) Barn stalls for each horse.
- b) Turn-out pasture.
- c) Electric
- d) Available water supply
- e) Heated Troughs in Pasture (stable supplied)
- f) Run-In Sheds where available (more Coming Soon)
- g) Personal Feed/Tack storage area for each boarder.
- h) Stall Cards (horse/owner/emergency information if needed for said horse)
- i) Coming Soon - Electric for each stall, some in place already (Heated water buckets-Owner Supplied)
- j) Complete repair of all barn/property structure material. In the event that damage is caused by misuse, that repair will be at the boarder's expense. Normal wear & horse conduct is NOT considered misuse.

**B. We are a complete self-care facility;**

**it will be the responsibility of the owner to provide all care (feeding, cleaning - including the stalls and turn-out) for said horse including all necessary veterinary/farrier care.**

C. Stable shall have the right move Horse should they be necessary if, for example, horse becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others and would need to be moved to its stall, Stable need not muck horse's stall or provide feeding care.

8. BARN RULES:

We want this to be a fun and stress free place for you and your horse. Implementations of certain guidelines are in place. Please try to keep them in mind while boarding at our facility.

- a) Keep main isle clean, clear and free of any debris
- b) Only the use of your own horse is allowed (unless prior consent from horse owner)
- c) Only equine trash to be dispensed in barn receptacles (no Household or Automobile trash)
- d) Hay bale string/wire to be placed appropriately in trash receptacle.
- e) All lights are to be turned off before leaving the facility.
- f) All gates used by you shall be closed before leaving.
- g) Depending on the weather, the barn door or gate must be shut upon leaving.
- h) Upgrades can be made to your stall by you as long as it does not affect the structure in any way.
- i) Care for the facility, as if it were your own.

9. Horse's Physical Condition

Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, and in good condition and is current on all vaccines required. In addition, a current Coggins test has been performed by a licensed veterinarian for out-of-state horses.

10. Horse's Behavior

Boarder states that the Horse exhibits the following behavioral traits:

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11. Hours of Visitation/Access to Horse:

Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse from 6am to 9pm every day.

12. Veterinary Care:

Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as:

Dr. \_\_\_\_\_, with \_\_\_\_\_ (Clinic),  
at phone numbers (Office) \_\_\_\_\_, (Cell) \_\_\_\_\_

If Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to tetanus, Eastern/Western equine encephalomyelitis, West Nile virus, and rabies, and any and all other worming or vaccinations as may be prevailing or requires in Stable's locale.

13. Farrier Care:

Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services.

Boarder's farrier is:

(Name) \_\_\_\_\_, at (Office) \_\_\_\_\_

(Cell) \_\_\_\_\_, (Home) \_\_\_\_\_

Boarder's farrier shall have access to Stable and Horse during Hours of Visitation.

14. Trainer:

Boarder's trainer: (Name) \_\_\_\_\_, at (Office) \_\_\_\_\_,

(Cell) \_\_\_\_\_, (Home) \_\_\_\_\_

Boarder's trainer shall have access to Stable and Horse during regular business Hours. Trainer must supply stable with current liability insurance that covers off-site services. For Trainers giving lessons using boarder's horse, insurance policy must cover the student(s) as well. In addition, all parties involved in lessons must sign an Equine Activity Release and Hold Harmless Agreement.

15. Prohibited Activities:

Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of that horse's owner.

16. Authorized Users

Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder must get verbal permission to allow any user to access their horse when they are not present. All users and guests must sign release waiver.

17. Safety and Release from Liability.

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE.**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

**A. Helmets and Safety Gear:**

I understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial: \_\_\_\_\_

**B. Horses are Inherently Dangerous:**

I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.

Initial: \_\_\_\_\_

**C. I AM RESPONSIBLE FOR MY OWN CONDUCT AND THAT OF MY HORSE.**

I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.

Initial: \_\_\_\_\_

**D. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.**

I take full responsibility for myself and for any guest that I may bring onto the property and will not hold stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

Initial: \_\_\_\_\_

**E. DEATH OR INJURY TO HORSE.**

Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

Initial: \_\_\_\_\_

**F. HOLD HARMLESS, DEFEND AND INDEMNIFY.**

Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: \_\_\_\_\_

**G. STABLE'S REMEDIES.**

If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if boarder is not sufficiently caring for their own horse, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

Initial: \_\_\_\_\_

**H. AMENDMENTS AND MODIFICATIONS.**

The parties may amend this Agreement only by a written agreement executed by all parties.

Initial: \_\_\_\_\_

**I. NOTICE TO STABLE.**

All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery:

Camp KCS, Inc (KCS Stables)  
1647 Long Pond Road  
Long Pond Pa 18334

Initial: \_\_\_\_\_

**J. NOTICE TO BOARDER.**

All notices must be in writing and delivered to Boarder at Boarder’s address listed above in this agreement, in a manner which provides proof of delivery.

Initial: \_\_\_\_\_

**K. ASSIGNMENT OR TRANSFER.**

No party may assign or transfer this Agreement without the prior written consent of the other parties.

Initial: \_\_\_\_\_ Initial: \_\_\_\_\_

**L. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

Initial: \_\_\_\_\_ Initial: \_\_\_\_\_

**M. COMPREHENSION.**

Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

Initial: \_\_\_\_\_ Initial: \_\_\_\_\_

18. Governing Law and Venue.

This agreement shall be governed by the laws of Pennsylvania. Venue for resolution of disputes shall be proper in Monroe County, PA

BOARDER: Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STABLE: Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_