

COUNTY SEAT HORSE FARM, LLC.

**SHORT-TERM HORSE BOARDING AGREEMENT AND
LIABILITY RELEASE ASSOCIATED WITH BOARDING**

THIS AGREEMENT, for good and valuable consideration, receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between **County Seat Horse Farm, LLC**, hereinafter referred to as 'COUNTY SEAT', providing services as an independent contractor, located at 171 Schocopee Road, Milford, PA, 18337 , and _____ residing at _____, hereinafter referred to as 'OWNER' of the described horse(s). These parties warrant that they have the right to enter into this AGREEMENT

A. DEFINITIONS – The term “MANAGER” shall herein refer to the Proprietors of County Seat Horse Farm, LLC and others acting on behalf of County Seat Horse Farm, LLC. The term “COUNTY SEAT” shall herein refer to County Seat Horse Farm, LLC. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animal(s) which are contracted to be boarded under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The term "RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor. The term “CONTROL” shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER intends for COUNTY SEAT to undertake the boarding of the animal(s) listed below under section 2 and to provide other incidental services according to terms and conditions set forth herein.

- OWNER agrees to pay to COUNTY SEAT the sum of the services chosen under Section 1 for each animal. Boarding fees are subject to change. County Seat will provide written notice to Owners no less than thirty (30) days prior to changing boarding fees.
- For daily, weekly, and short-term boarding, payments are due at the beginning of the boarding interval. *Note: A Separate run is recommended but not required during the first month of stay while your horse gets familiar with the facility and other horses in the herd. Stallions over 1.5 years old are required to have an individual run so that unwanted copulations do not occur.*

C. MANAGER'S RIGHT TO REFUSE SERVICES - MANAGER reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which MANAGER may not be equipped or capable to handle; OWNERS refusal to obey stable rules or to cooperate with MANAGER on reasonable requests relative to the management, boarding, welfare, and safety of animals and people on premises; and, also in such event MANAGER shall give OWNER 7 (SEVEN) days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding and other fees as due shall also entitle MANAGER to act upon Section 14.

*****Pennsylvania Equine Activity Immunity Act (4 P.S. §§ 601-606)*****

Under the Pennsylvania Equine Activity Immunity Act, certain individuals and entities cannot be held liable in a negligence suit for damages (injury or death) resulting from a defined equine activity.

<https://pennsylvaniaequinecouncil.org/news/legislation/act/>

I, (print name) _____ have read and understand the Pennsylvania Equine Activity Immunity Act and knowingly and voluntarily assume the risks associated with equine activities pursuant to Pennsylvania law.

Signature: _____ Date: _____

1. Fees, Term, and Location

In consideration of \$ _____ per horse per (circle one) **DAY / WEEK** paid by OWNER in advance at the onset of boarding agreement, COUNTY SEAT agrees to board the herein described horse(s) at County Seat Horse Farm, LLC. commencing on _____, 20____ at _____ (AM / PM) and ending on _____, 20____ at _____ (AM / PM)

(Please refer to Section 3 for full details of boarding services)

❖ PAYMENT OF INVOICES

Invoices are payable with cash, check, or Pay-Pal upon receipt. **Personal check will only be accepted no less than ten (10) days prior to arrival of your horse(s).**

Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from MANAGER's possession until all expenses are paid in full in cash or other type of secure funds.

2. Description of Horse(s)

COUNTY SEAT shall board the horse(s) in accordance with generally accepted professional standards. The MANAGER will exercise reasonable care for the protection of the horses and shall board the animals to the best of his/her ability. MANAGER will provide suitable facilities and care for horse(s) in an adequate manner. OWNER shall submit an information sheet for each horse on the premises belonging to OWNER prior to delivery. This Information Sheet shall include any and all information on each horse that will aid the MANAGER in boarding and maintaining the horse. This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse and how well the horse gets along with others.

Registered Name of Horse: _____

Barn Name: _____

AGE: _____ Foal Date (if known): _____

Color: _____ Sex: _____

Breed: _____

Registration/Tattoo Number (if applicable): _____

Disclosure of Horse's Vices & Unique Habits _____

Other Pertinent Information: _____

Value of Horse: \$ _____

Insurance Carrier (if applicable) _____

Insurer Phone: (_____) _____ -- _____

Policy Number _____

(Attach Insurance Certificate as "Exhibit A")

(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, shall be set in writing and attached hereto.)

3. Feed and Facilities

COUNTY SEAT agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animal (s).

SHORT-TERM BOARD rate is \$25.00 per day, \$175.00 per week. **Subject to availability.

COUNTY SEAT supplies bedding, free access to water, pasture turnout, and unlimited hay. Includes 12x12 barn stall OR Pasture stall OR run-in shelter, subject to availability and preference. Includes use of facilities. COUNTY SEAT is responsible for daily care such as, but not limited to, mucking out, reasonable grooming, feeding, watering, turnout, fly control, and blanketing when necessary, as directed by OWNER. **OWNER must supply feed and supplements.**

❖ FEEDING INSTRUCTIONS

Grain: _____ cups of grain fed _____ times per day (AM / PM)

Feed Type/Name _____

Hay : ALWAYS AVAILABLE

(If Owner is boarding multiple horses with different dietary needs, specify feeding instructions below)

**Please list the name, address and phone number of the Veterinarian, Farrier, and other important people I can contact for information regarding your horse, if applicable.

4. Exercise

The OWNER shall be solely responsible for the exercise of the horse (s) and it is expressly understood by OWNER that the horses [REDACTED] WILL or [REDACTED] WILL NOT be turned out.

5. Ownership / Coggins Test / Vaccinations

OWNER warrants that it owns said horse(s), that there are no liens against said horse(s), express or implied by law, and will provide prior to time of delivery of said horse (s) to COUNTY SEAT proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to COUNTY SEAT, and upon arrival of horse to COUNTY SEAT **proof of current tetanus, sleeping sickness, and influenza vaccinations is required. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly.**

HORSE HEALTH WARRANTY - Each horse shall enter COUNTY SEAT premises free from transmissible diseases, and must be effectively dewormed, and current on immunizations for this area at least 7 days prior to the entry of horse(s) onto COUNTY SEAT premises. OWNER initials: [REDACTED]

***Attach proof of ownership as Exhibit "C", proof of current vaccinations as Exhibit "D", and proof of negative Coggins test as Exhibit "D".*

6. Risk of Loss / Assumption of Risk

During the time that the horse(s) is/are in the custody of COUNTY SEAT, COUNTY SEAT shall not be liable for any sickness, disease, escape, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of willful negligence on the part of MANAGER, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the OWNER may receive on COUNTY SEAT premises.

This includes, but is not limited to, any personal injury or disability the horse may receive while on COUNTY SEAT's premises. OWNER fully understands and hereby acknowledges that COUNTY SEAT does not carry any insurance on any horse(s) not owned by COUNTY SEAT, 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 COUNTY SEAT are to be borne by OWNER.

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, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals 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.

The standard of care applicable to MANAGER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall MANAGER be held liable to OWNER for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at OWNER's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide MANAGER with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk. ***See Sections 2 and 8.*

7. Owner Acceptance of Responsibility

During the time that the horse(s) are being boarded, the horse(s) shall be in the custody of the MANAGER. OWNER has inspected the MANAGER's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the MANAGER by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s).

8. Hold Harmless / Release of Liability

OWNER agrees to hold COUNTY SEAT harmless from any claim resulting from damage or injury caused by said horse(s), OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by COUNTY SEAT in defense of such claims.

RELEASE OF LIABILITY - In consideration of MANAGER undertaking the boarding and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the MANAGER, MANAGER's owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on

MANAGER's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to MANAGER's and/or MANAGER's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the MANAGER's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the MANAGER and MANAGER's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the MANAGER.

OWNER Signature: _____ Date: _____

9. Liability Insurance

OWNER warrants that he presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and COUNTY SEAT from any and all claim (s) arising out of or relating to this AGREEMENT, in the following amounts: \$ _____ personal injury, and, \$ _____ maximum per accident; and, \$ _____ property damage, and, \$ _____ maximum per accident. (*Attach copy of Liability Insurance as "Exhibit B".*)

- By signing below, OWNER attests that she/he DOES NOT presently carry Liability Insurance on said horse(s) and is aware of the risks associated with boarding a horse.

Owner signature: _____ Date: _____

10. Emergency Care

COUNTY SEAT agrees to attempt to contact OWNER, at the following emergency telephone number () . Should COUNTY SEAT feel that medical treatment is needed for said horse(s), provided however, that in the event the COUNTY SEAT is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by COUNTY SEAT, COUNTY SEAT is then hereby authorized to secure emergency veterinary or farrier care by any licensed providers of such care who are selected by COUNTY SEAT, as COUNTY SEAT determines is required for the health and well-being of said horse(s). The costs of such care secured shall be due and payable by OWNER within ten (10) days from the date OWNER receives notice thereof, or MANAGER is authorized, as OWNER's agent, to arrange direct billing to OWNER. MANAGER shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless MANAGER is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates. OWNER agrees to notify MANAGER of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify MANAGER as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

Emergency Contact Name: _____ Phone:() _____

Emergency Contact Name: _____ Phone:() _____

11. Farm Rules

Owner hereby acknowledges receipt and understanding of the current COUNTY SEAT 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: COUNTY SEAT Safety Rules; COUNTY SEAT Hours of Operation; Notice of Required Release and Waiver for minors; Statement of Applicable state equine liability laws; Required Veterinary care; COUNTY SEAT may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in COUNTY SEAT's sole discretion, of OWNER or OWNER's guests and invitees to abide by COUNTY SEAT Rules may result in COUNTY SEAT declaring OWNER in default hereunder and result in termination of this AGREEMENT.

12. 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 COUNTY SEAT Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due COUNTY SEAT under this AGREEMENT shall 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 shall place OWNER in default hereunder. Acceptance by COUNTY SEAT of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

13. Assignment

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

14. Notice of Termination

OWNER agrees that thirty (30) days written notice shall be given to COUNTY SEAT as to the termination of this AGREEMENT for any reason. OWNER is not entitled to a refund if termination is before the end of the service period. MANAGER shall be paid for all fees incurred up to the termination date or as long as ANIMAL(s) are on premises, whichever is the later. After all fees have been paid in full this agreement is concluded.

SALE OR DEATH OF HORSE - It is hereby agreed that in the event of the sale of the horse, or the death of the horse, MANAGER has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

15. Right of Lien

OWNER is put on notice that COUNTY SEAT has and may assert and exercise a right of lien, as provided for by the laws of the Commonwealth of Pennsylvania, 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 COUNTY SEAT shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and COUNTY SEAT can then sell horse (s) to recover its loss.

16. Mediation/Arbitration

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE Commonwealth of Pennsylvania.

17. Agreement Scope and Territory

This agreement shall be legally binding upon the MANAGER and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the MANAGER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and the venue shall be the county in which COUNTY SEAT is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

18. Agreement Between Parties

This contract 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. This contract is made and entered into in the state of MANAGER's premises, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

STATEMENT OF AWARENESS:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE.

Executed at COUNTY SEAT HORSE FARM, LLC on the date first set forth above.

MANAGER: _____

MANAGER: _____

OWNER #1: _____

OWNER #2: _____

Owner's Name(s) (Print): _____

Address: _____

Home Phone (_____) _____

City: _____

Cel Phone (_____) _____

State: _____

E-Mail: _____

Zip: _____

Other: _____