



**2056 DIVISION RD
EAST GREENWICH, RI
02818**

BOARD AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, made by and between FAITH HILL FARM hereinafter referred to as "STABLE", located at 2056 DIVISION RD and 2100 DIVISION RD, EAST GREENWICH RI and (Owner's name) _____ hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$950 FULL board or \$300 ROUGH board per horse per month paid by OWNER in advance on the First day of each month, the STABLE agrees to board the described horse (s) on a month to month basis. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard 30 day month for the first month only. Incidentals will be invoiced by the 15th of each month and are payable on the 1st of the next month (fine to include with next month's base board payment).

Late Fees: Boarding fees paid after the 10th of the current month due will be subject to a late fee of \$10.00/day.

Trailer Parking: Trailers may be parked on property as space allows for an addition \$50 to be included monthly with board

2. DESCRIPTION OF HORSE(S)

Name: _____ Age: _____ Sex _____

Insurance Carrier, Policy and phone number (if applicable): _____

3. FEED AND FACILITIES - Please Initial Board Type

_____ 3.1 Full Board

- Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges Owner has inspected the facilities and finds the same in safe and proper order. The standard services and charges to be provided herein and are subject to change at Stable's discretion.
- Owners will provide smartpaks or their own pre-made supplement packs for any supplements the horse is taking. Stable can provide a supplement service for those not wanting to pre make their own. See list of services.



_____3.2 Rough Board

- STABLE agrees to provide the following,
 - Shelter- either a stall or a run in
 - Secure fencing
 - Storage for a minimum of 2 weeks supplies (hay, grain, shavings) / horse
 - Running water and hoses
 - Electricity
 - Maintenance of buildings, property and fencing
- OWNER agrees to provide
 - All supplies related to the horse (hay, grain, supplements and shavings, buckets, wheelbarrows, shovels etc). Option to buy hay, grain or shavings from STABLE.
 - All care feeding, watering, stall cleaning.
 - Regular cleaning of stall / run in and paddocks.

4. VACCINATIONS

Upon arrival of the horse to the STABLE, proof of current vaccinations (flu / Rhino and Rabies) is required as well as a negative current Coggins test. Flu/ Rhino will continue on a 2x year schedule and Rabies and coggins 1/year. OWNER will provide STABLE with current and updated records.

5. RISK OF LOSS

Barn Owner shall not be held liable for any sickness, disease, theft, death or injury suffered by boarder's horse or any other cause of action arising from or in connection with the keeping of said horses on said premises, including injuries to persons and/or property. The Boarder agrees to indemnify and hold harmless Barn Owner from any loss of injury to said horses, persons and/or property. All costs, no matter how catastrophic, connected with the ownership and boarding of horses, other than the services and supplies set forth herein to be provided by the Barn Owner shall be borne by Boarder.

6. INDEMNIFICATION

Boarder agrees to indemnify and hold harmless Barn Owner for any claim or cause of action arising from said horses and agrees to pay all costs associated with the defense of any such claim or cause of action, including reasonable attorney's fees.

7. EMERGENCY CARE

The STABLE agrees to attempt to contact OWNER, should the STABLE feel that medical treatment is needed for said horse(s), provided however, that in the event the STABLE is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely by the STABLE, the 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 the STABLE, as the STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof.



8. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, (see attached) OWNER agrees he/she and his/her 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.

STABLE 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 by STABLE's, of OWNER or OWNER's guests and invitees to abide by STABLE rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

9. 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 8 above (Stable 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 STABLE 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 and late fees will be assessed at \$10/day. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

10. NOTICE OF TERMINATION

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

11. 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 Rhode Island 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 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 STABLE can then sell horse (s) to recover its loss.

12. INSURANCE:

Any Boarder who leases their horse to a third party shall notify the Barn Owner of said lease, shall file a copy of the lease agreement with the Barn Owner and shall maintain a Private Horse Owners equine liability policy of insurance with coverage of two million dollars (\$2,000,000.00).



13. R.I.G.L. 4-21-1 et seq:

WARNING

Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, 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 this chapter.

Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone: _____

Evening Phone: _____



Farm Rules

Barn Hours: 8:00am – 9:00pm

Full and Rough Boarders

*Board must be paid in full by the 1st of each month - late fees will be applied after the grace period (10 days), see boarder contract. No Balances carried into the following month. Incidentals will be invoiced by the 15th of each month and are payable on the 1st of the next month (fine to include with next month's base board payment).

*Owners are responsible for board when the horse is away on trial, medical reasons, weekly/multi day shows, etc. See boarder contract.

*Payment of ½ board is required to guarantee a stall if the horse is away for an extended period of time (30 days or more).

*Vaccinations - Proof of a negative coggins, Rabies vacc. Flu/rhino within 6 mos must be provided before any horse is allowed onto FHF property.

*Worming - All horses must be on a worming schedule (fecal egg counts and twice a year de-wormer).

*Management may move a horse's stall at any given time due to medical reasons, size, etc. at farm's discretion.

*Full monthly board is due if the horse is moved without 30 day notice.

* All boarders must read and sign the following: 1) Board Contract, 2) Release Form, 3) Farm Rules & Additional Services documents and 4) Horse Information Form. All documents will be kept on file in the office; please notify staff if you would like a copy.

All Faith Hill Farm Clients and Visitors

***Returned checks** \$25.00 + bank fees.

***Parking** of cars and/or trailers is at your own risk. Trailer parking fee is \$50.00/month as stated in the board contract.

***NO smoking** on the property or in any of the buildings.

***NO dogs** allowed.

***SWEEP** areas used to groom before and after your ride. Always maintain a clean and tidy environment – put manure and trash in proper containers.

***Lights/Power** are to be turned off when not in use. Last person at the property **MUST** turn off power. Please ask management if you have any questions.

***Saddle racks** are to be put down when not in use.

***Clean up manure** from your horse in the aisle, wash stalls, paths and driveway.



***Clean up shavings** from trailer after unloading and dump in manure bin.

***Damage done to the arena, barn or stalls** by client or client's horse will be repaired at the horse owner's expense. Horses that crib or chew wood may be required to wear a cribbing strap or muzzle at the owner's expense.

***Put supplies away** after use in all areas including grooming areas, wash stalls etc. This includes personal items as well as farm items such as brushes, hose, pitch fork, broom, etc.

***Keep public area items to a minimum** including personal items hanging on hooks and blanket bars. During the summer months, please bring home and launder all blankets/coolers.

***Label ALL belongings**, FHF is not responsible for damages or loss of personal property, saddlery, tack, equipment due to any causes, including but not limited to; fire, storm, vandalism, theft.

* **Refrain from disruptive behavior** including running and making loud noises that might frighten animals.

***Approved safety helmet** must always be worn when riding and lunging.

***No flip flops or open toed shoes** while on the property. This includes all children, parents, siblings, friends etc.

* **Release form** - All riders must fill out a Faith Hill Farm release form.

***NO jumping** unless in a lesson or when approved by an instructor or with a parent present.

***Riding with others** - Be courteous when riding with others, always pass left to left and if jumping, call out your fences.

***Lunging** - No lunging during lessons unless approved by the instructor.

***Turn out is designated by FHF staff only.** Any variations due to weather, etc. must be approved by management.

I understand and agree to adhere to the above Rules and Regulations.

Household Signatures (parents and any children working or riding at FHF)

Parent: _____

Date_____



Release Agreement

I hereby agree to assume all responsibility and risk when mounted or unmounted on or off the premises of Faith Hill Farm (2056 Division Road and 2100 Division Road, East Greenwich, RI), from the use and /or rental of riding horses and/or equipment.

I further understand Faith Hill Farm instructors, trainers, and/or employees require the use of a safety approved horseback riding helmet, I agree to ride with said helmet. I understand Faith Hill Farm, instructors, trainers and/or employees are not responsible for the fit, use or misuse of provided helmet rentals.

I hereby agree to indemnify and hold harmless Faith Hill Farm, barn owner, its instructors, trainers and/or employees from any and all damages, liability, for or from any loss, or injury to any person and or property, arising out of the instruction, use and/or rental of said horses and/or equipment aforementioned, while on the premises of Faith Hill Farm.

I agree to indemnify and hold harmless Barn Owner for any claim or cause of action arising from said horses and agrees to pay all costs associated with the defense of any such claim or cause of action, including reasonable attorney's fees.

I further agree to hold myself responsible for any and all loss and/or damage to any person, which I may incur as a result of my negligence and/or improper conduct while on the premises of Faith Hill Farm. I hereby consent to any and all diagnostic procedures and/or treatment considered necessary by any physician selected on my behalf. I understand this consent is given in advance of any need for such specific diagnosis and/or treatment that I may require.

I further agree to accept any and all financial responsibility for said treatment and/or diagnosis rendered by any physician, hospital, and/or ambulance service, and hold harmless Faith Hill Farm, it's instructors, trainers, and/or employees from any and all aforementioned medical expenses that I may incur.

I have fully read and understand the above General Release Agreement. (The word "I" as used herein applies to the parent (s) and or guardian (s) as well as to the minor him/herself, where applicable.)

R.I.G.L. 4-21-1 et seq:

WARNING

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Name of Rider: _____

Rider Signature: _____

Date: _____

Parent Signature: _____