

Earlham College Horse Boarding Contract 2011-2012

Fee:

_____ (name of boarder) agrees to pay \$_____ (\$300.00 monthly if not a member of the Earlham College Stables Cooperative; \$250.00 monthly if a Co-op member; or \$150 monthly if a member of Barn Staff) per month to board _____ (name of horse) in a stall at Earlham College Stables. If a horse is in the barn for only a part of the month, the boarder will be billed for only the days that the horse was at the barn starting on the day of arrival to the day of departure, regardless of the time of day. Boarders may keep their tack and supplies in the boarder tack room. Boarders will be issued an HB-4 key that will unlock the front, boarder tack room, and feed room doors. This key must be returned no later than the day that housing closes (May 4, 2012). **Earlham College and Earlham College Stables take no responsibility for lost or stolen equipment stored in the Earlham College Stables.** Boarded horses must be removed from the facility no later than the day after graduation (May 6, 2012) unless prior arrangements have been made and approved by Barn Staff. Earlham College Stables will not necessarily be open during the summer.

Fee adjustments:

Fee adjustments for use of the above mentioned boarder horse in the lesson program or for additional working hours can be made and must be discussed on an individual basis with Barn Staff. The resulting agreement will be an addendum to this contract.

Health and Hygiene Responsibilities

The boarder must keep the above mentioned horse in good health and hygiene. Wounds, illnesses, and other health problems must be treated as they occur. **The boarder of the above mentioned horse must show proof of negative Coggins test within six months prior to the horse's arrival at Earlham College Stables. Boarders must also have a current health certificate** if the horse is coming from outside Indiana. Records of the horse's vaccinations and blood tests must be kept current as directed by the veterinarian supervising the health of all horses at Earlham College Stables. Earlham College Stables requires that all horses have up-to-date Flu/Rhino and Rabies vaccinations to enter the property.

Privately owned horses will be de-wormed with the Earlham College Stables' horses and the boarder shall be billed for the price of the de-wormer. The boarder will be notified when the vet or farrier are expected to come for the regular care of Earlham horses. If the boarder requests in advance, the boarded horse can be treated by the veterinarian or shod by the farrier at these times. If there is a need for the above horse to be seen by the vet or farrier at a time other than the appointments scheduled for Earlham horses, the boarder shall notify Barn Staff so they may contact the vet or farrier (unless there is an emergency situation in which case the boarder should call the vet themselves). **Both the veterinarian and the farrier have the right to refuse services if they deem any horse a hazard to work with. In such cases, the owner is responsible for engaging their own services.**

Boarders are required to provide a blanket for their horse. If a boarder is unable to provide a blanket for financial reasons, one may be rented from Earlham College Stables. This is subject to availability.

If the horse is being boarded by a student, their Earlham College student account will be billed for these expenses each month, along with the boarding fees. If the horse is not being boarded by an Earlham student, the fee will be billed directly to the owner by the veterinarian or farrier.

Boarders are responsible for cleaning their horse's stall every day. Water and feed buckets must be scrubbed by the boarder. Wood shavings are provided for the bedding material of all horses. If this is not suitable, the boarder is responsible for the acquisition of an alternative bedding for his/her horse at their own cost.

Horses left in their stalls for more than 72 consecutive hours are expected to be hand walked, unless otherwise instructed by a veterinarian. If, for any reason, the boarder cannot continue cleaning the stall or maintaining his/her horse's basic health care needs, the boarder must find someone to fulfill these tasks in their absence. If these duties are not performed as stipulated in this contract, the boarder will be notified in person, via e-mail, through campus mail, or over the telephone, and have 24 hours to complete them. If at the end of the 24 hour period the tasks have not been completed, Barn Staff will hire someone to complete the task (for a fee of \$10 per hour) at the boarder's expense. If the boarder repeatedly fails to fulfill these tasks, the boarder will be given a two weeks notice to remove the horse from Earlham College Stables.

If a boarded horse causes damage to Earlham College property, the boarder will be financially responsible for the repair or replacement of the damaged item. Damage will be assessed by Barn Staff as to whether it is abnormal wear of the facility. This will include any kicking or chewing damage to the stall or barn, damage to the other areas in or around the barn, or damage to Earlham property as a result of the boarder taking the horse onto unapproved areas of the campus (this includes inappropriate trails). The charges will be billed to the boarder in the full amount. This may also include injury to any other horse or person that is caused by the boarded horse while said horse is under the boarder's direct supervision, and is engaged in reckless or negligent behavior. Behavior at the time of the accident will be assessed by Barn Staff as to whether it constitutes recklessness or negligence.

Absences:

If the boarder of the horse will not be present for any period of one or more days, the boarder must inform Barn Staff of their absence and leave emergency contact information. During absences, Barn Staff may call the veterinarian or farrier in emergencies, but will not be held liable for the horse in any way. During school breaks, the feeder hired for that time will call a veterinarian or farrier in case of emergencies. The feeder and/or Earlham College Stables will not be held liable for any horse left to board during breaks.

If the boarder will be away for a period of time exceeding four days, the boarder must have someone act as the horse's caretaker, with dates for the boarder's absence provided in writing. Members of Barn Staff may act as the caretaker during this time if both the boarder and Barn Staff member agree to the responsibilities. During the boarder's absence, the caretaker is bound by this

contract to be accountable at all time for the horse and its care. If during such time, the caretaker cannot perform the duties as stated in this contract, the caretaker will be responsible for hiring someone to do so, or removing the horse from Earlham College Stables.

If the boarder is absent for a period of more than four days and has not appointed a caretaker, Barn Staff reserves the right to hire someone to perform caretaking tasks. This person will be paid \$10.00 per hour, which will be billed to the boarder. The boarder may be fined \$10.00 a day in addition to the regular board fee. During this time, Barn Staff will begin trying to contact the boarder (or the owner or family if the boarder cannot be reached). If after two weeks the boarder/owner cannot be reached or will not assign a caretaker to assume care responsibilities, Earlham College Stables will begin the legal process for assuming ownership of the horse, and will become completely responsible for its care, and will have all rights for the horse's future use or sale.

Feeding and Pasturing:

Horses have access to water at all times. Horses are fed hay and grain twice daily. Earlham College Stables provides a variety of hay and grain from which to choose. This year Earlham College Stables is offering "Grass Hay", a mixture of orchard and timothy, as well as "Mix Hay", the majority of which is alfalfa with some timothy grass mixed in. This semester we will be offering Tindle Trails brand sweet feed (12% protein), Patriot brand forage-based feed (a 12% protein, pelleted feed), and Progressive brand senior horse feed (also a 12% protein, pelleted feed). If the boarder decides not to use any of the provided options or requires additional options, he/she must provide a private supply of hay and/or grain at his/her own expense. The boarder is responsible for acquiring and maintaining these supplies.

A boarded horse may be pastured at any time in one of the four main pastures or the holding pen. Any horse that causes excessive fighting among the herd, injury to other school or boarder horses, or injury to people while in the pasture may be denied pasturing with other school or boarder horses. In this case the horse may be turned out in a different pasture, independently of other horses, be confined to the holding pen (subject to availability), or turned out at an alternate time. In the event that a single horse is required to be turned out separately, the boarder may be required to assume the responsibility for the turn out of the horse.

Other:

The boarder understands that their horse is considered to be on a trial period for the first two weeks of boarding at Earlham College Stables. During this time, Barn Staff will monitor how well this horse fits into the routine of the program, including turn out and friendliness to other horses and people. At the end of the two week trial period, if Barn Staff deems the horse unsafe or inappropriate for the program, Barn Staff will notify the boarder. The boarder will then have two weeks to remove the horse from the Earlham College Stables. All rules and regulations stated in this contract apply during the trial period.

If the boarder plans to remove their horse from Earlham Stables' property for any reason, the boarder must notify Barn Staff in writing or via email at least 1 week prior to the horse's departure. Notification must include details of the departure. Failure to do so will result in a fine and/or action from Barn Staff.

Liability:

It is understood by the boarder of the horse that the Earlham College Stables is run by students of the school, and therefore is not operated for profit or by professional trainers. Earlham College, the Earlham College Stables, and Barn Staff cannot and will not assume any liability for the horse (except in the case that the horse is being used by the school), or any tack or personal belongings. The boarder assumes all risks for accident and injury to the horse. Liability for the horse's safety, or that of someone riding the horse, is the responsibility of the boarder of that horse.

The Earlham College Stables assumes no liability and is in no way responsible for the injury, illness, or death of any horse boarding at the Earlham College Stables, or for the injury, illness, or death of a rider on or off campus while riding a boarder or school horse. Earlham College Stables is not responsible for acts, occurrences, or elements of nature that can scare or injure a horse (i.e. thunder, lightening, wind, water, wild or domestic animals, insects, tornado), or irregular footing. Boarders agree that in cases of medical emergencies, the boarder or their insurance will cover all expenses accrued.

The owner of the boarded horse and any rider who has the permission of the boarder to ride the boarded horse must wear an ASTM/SEI certified helmet at all times when riding on Earlham property.

Serious injury or death may result from the boarder's or any rider's participation in any horseback riding activity. Earlham College Stables does not and cannot guarantee the safety of any rider. By signing this agreement the owner/boarder assumes the inherent risk of riding. The boarder also agrees to provide a suitable warning of the danger of riding and the complete lack of liability on the part of the Earlham College Stables and Earlham College to any rider to whom the boarder gives permission to ride their horse, and will obtain written agreement of the rider to assume the risks. This waiver must be on file before the rider mounts the boarded horse. If the boarder or any such rider is a minor or has diminished legal capacity for any reason, the legal guardian of the boarder or rider must sign this agreement indicating the acceptance of the conditions.

I, _____(boarder) understand the terms of this contract and agree to comply with them while I am boarding my horse, _____(name of horse) at Earlham College Stables.

Signature of boarder

_____ Date

We agree to board the above mentioned horse from _____ to _____ at Earlham College Stables.

Barn Manager Date

Horse Care Manager Date

Barn Director Date

Barn Correspondent Date

Lesson Coordinator Date

Health Emergency Information

In the case of a medical emergency regarding your horse and in the event that we are unable to contact you, Earlham College Stables will consult this information in determining the care and treatment of your horse. Please provide as much detail as possible.

Name:

Phone number:

Address:

Horse's name:

In the event that an emergency occurs and Earlham College Stables is unable to contact you, please provide us with the names of alternate people whom you wish to be responsible for any decisions regarding your horse's care and treatment, hereafter called your agent.

(Please note: This section of the form is optional; please fill out only if applicable).

Name of agent:

Phone number:

Address:

Name of alternate agent:

Phone number:

Address:

Please also make note of any limitations you require in the care of your horse below (i.e. no extraordinary measures; surgery or no surgery; a financial limit; specific locations/facilities or

veterinarians you would like to treat your horse; any guidelines regarding euthanasia). Feel free to attach another sheet of paper.

By signing below, I, _____(boarder), verify that all of the above information is correct and agree to be held by these terms.

Signature of boarder

Date

By signing below, I, _____(Barn Staff member), acknowledge that I have received, read, and understand the above information.

Signature of member

Date

Boarder Checkout Agreement

Upon leaving the facility the boarder, _____, is responsible for the following:

1. Strip stall (clearing all shavings out of the stall and sweeping the mats clean)
2. Scrub out water bucket
3. Scrub out corner feeder
4. Scrub all stall walls
5. Remove all personal equipment/belongings from the front of stall
6. Remove/properly store all personal equipment/belongings from the tack rooms and feed room.
7. Erase horse's information from all whiteboards (stall, pasture, feed)
8. Repair/report any damage to the stall or surrounding area

It is understood by the boarder that he/she must arrange a time to check out with a member of Barn Staff and both parties will assess the condition of the stall and its surrounding area. If the boarder fails to arrange such a time or fails to complete any one of the above tasks, there will be a charge of \$50 applied to the student's account.

I hereby understand the terms of the checkout agreement

Boarder

Date

Note: This is not part of the checkout agreement: **don't forget to return your barn key(s) to security!**

Barn Staff use only:

I assessed the stall of the above mentioned boarder on _____.

If anything was incomplete, I informed the boarder and scheduled another appointment to check the stall again. The incomplete tasks after the second appointment (if any) are listed below.

Barn Staff member

Date