

Boarding Contract

JG Equines, LLC

88 Arrow Rd,
New Ringgold, PA 17960
484-769-6142

This Boarding Contract made and entered into this ____ day of ____ 202_ (“Contract”) by and between JG Equines, LLC (hereinafter collectively referred to as “FARM”); and _____ (hereinafter collectively referred to as “BOARDER”).

Whereas, BOARDER desires to board their horse(s) identified as follows:

_____, Registration No. _____
_____, Registration No. _____
_____, Registration No. _____
_____, Registration No. _____
_____, Registration No. _____

and any other horse(s) owned, co-owned, borrowed, leased by, or in the care, custody and control of, BOARDER and that may be present from time to time at FARM on a temporary basis (individually and collectively hereinafter referred to as “Horse”) at FARM;

Whereas, FARM agrees to board said HORSE, provided there is strict compliance with all terms and conditions of this Contract. NOW, THEREFORE, for and in consideration of the agreements set forth herein, FARM and BOARDER, intending to be legally bound hereby, mutually agree as follows:

AGREEMENT

- Term of Contract** - Contract shall commence on __ / __ /20__ and continue for a period of one month thereafter (“Initial Period”). After the Initial Period this Contract shall be automatically renewable for successive one-month periods unless terminated by either party upon written notice at least Thirty (30) days prior to any such automatic renewal.
- Payment of Board** - BOARDER shall pay FARM, **PER HORSE, the rate of \$500 PER MONTH FOR FULL CARE BOARD, PLUS ANY EXTRAS AS OUTLINED IN TIEM 3 -BOARDING SERVICES**, payable in advance and **no later than the FIRST day of each month** during the term of this Contract without demand. In the event said **HORSE is not in FARM’s** care for a full month, **BOARD SHALL BE DUE IN FULL FOR THAT MONTH**. A late fee of **\$25.00 per month** will be charged for any payments received after the **TENTH** of each month, then \$10 per day after under paid in FULL. A finance charge of 1.5% per month (12% annum) **(Per horse or PER stall or Field) will be charged on all accounts thirty (30) days past due. Payments must be mailed to the following address:**

JG EQUINES LLC
88 Arrow Rd
New Ringgold, PA 17960

All payments must be postmarked prior to the TENTH day of the month to avoid the imposition of late fees.

3. Boarding Services - Provided the BOARDER has strictly complied with all terms and conditions of this Contract, including without limitation, the payments required by Section 2 Hereof, the FARM shall provide the following services (check those services that apply):
- a. FULL CARE BOARD \$500 – includes board, 1/2 Bale of hay per day, daily bedding change & stall cleaning including fresh water, turn out (in season), and use of facility pending FARM scheduled lessons and events.
 - b. Available Extras –
 - Specialized Grain - \$ _____
 - Extra Hay - \$ _____
 - Blanketing - \$5 per blanket change; or \$30 per month unlimited blanket changes
 - Hay Bag - If HORSE is consuming more than ½ bale per day, there will be an extra fee. If you would like us to fill hay bag for you, there will also be an extra fee of \$20 per month.
 - Other - _____ \$ _____ per _horse per month _____
- *NOTE – Additional quantities of grain/hay are available up on special arrangements with FARM based on prices listed above. **BOARDER is not permitted to feed additional grain/hay rations to his/her HORSE in excess of daily rations provided by FARM.** This policy is necessary to allow FARM to track Horse’s consumption of food to reduce the risk of colic and founder. **BOARDER is also not permitted to add extra bedding to their HORSE’s stall, unless requested by special arrangement with FARM.**
- o FARM will provide HORSE with any additional food supplements purchased by BOARDER upon special arrangements with BOARDER, and BOARDER agrees to indemnify and hold harmless FARM with regard to the use of any such additional food supplements.
4. Services Not Included - Additional services may be available at an additional charge and will be posted on the FARM bulletin board, or may be requested by special arrangement with FARM. BOARDER understands that these services require payment of fees in addition to the payments set forth in Section 2 hereof, and BOARDER agrees to pay such additional fees in full each month at the time the regularly monthly payments are due.
5. Absentee BOARDER(S) - In the event HORSE is removed from FARM for training, racing, breeding, extended veterinary care, or any other circumstances, and BOARDER desires to reserve the stall for the return of the HORSE to FARM, the following terms shall apply:
- a. FARM will reserve the stall or pasture space for up to 30 days at the rate of **\$500.00 FOR FULL CARE BOARD** per month.
 - b. If HORSE does not return to FARM within the 30-day period, and BOARDER desires to continue to reserve the stall, full board rates shall continue to be due and payable each month commencing after the conclusion of the 30-day period.
6. Stalls - BOARDER shall not alter his/her Horse’s stall in any way. If BOARDER believes his/her stall to be in need of repair, he/she shall immediately notify FARM VERBALLY AND IN WRITING.

7. Health Condition of HORSE - Prior to delivery of said HORSE to FARM, BOARDER shall provide the following documentation:
 - a. Current negative Coggins Test.
 - b. Health, worming and immunization records.

HORSE shall be free from any infectious, contagious, or transmissible disease at the time said HORSE is delivered to FARM and at all times while at FARM. FARM reserves the right to refuse any horse for any reason.

8. Routine Veterinary and Farrier Care - All routine veterinary and farrier care shall be arranged by BOARDER, and shall be invoiced by the Veterinarian and/or Farrier directly to the BOARDER. BOARDER agrees to provide FARM with a 24-hour prior notice for routine veterinary and farrier visits. In the event of emergency sickness and/or accident to said HORSE and following reasonable attempts to contact BOARDER, FARM is authorized but not obligated to contact a veterinarian (a) to treat said HORSE, and BOARDER shall pay any cost and expenses incurred for such emergency treatment.
9. Worming and Inoculations. BOARDER acknowledges and agrees that all horses maintained at FARM are on the same schedule for worming and inoculations, and BOARDER agrees to follow the worming and inoculation schedule by arranging for the administration of wormer and inoculations within seven (7) days of notice from FARM that said HORSE is due for worming and/or inoculations. BOARDER further agrees to have a Coggins Test performed on his/her horse on an annual basis, and will provide FARM with proof of a negative Coggins Test every year.
10. Daily Ointments, Wound Dressings, ETC - BOARDER acknowledges and agrees that BOARDER shall be responsible for any daily ointments, wound dressings, wraps, injections, or other maintenance activities unless other arrangements are made with FARM. If BOARDER desires farm to provide such services, there will be an additional charge assessed based on the number of times per day such services must be rendered.
11. Foals and Foaling - In the event HORSE is in foal during the term of this Agreement, BOARDER understands and agrees that FARM is not responsible for providing foaling services, including monitoring of the broodmare and notification of the veterinarian during labor and delivery. There shall be no additional board due for foals prior to three months of age. Once the foal has reached three months of age, board at the rate of \$ **To Be Determined** per month shall be due in addition to the board due for the broodmare. Commencing at six months of age, board for the foal shall be assessed at the FULL CARE BOARD monthly rate listed herein, whether or not BOARDER has completed weaning of the foal at that time.
12. Vehicles - FARM assumes no responsibility for theft of or damage to any vehicles, including but not limited to cars, trucks, horse trailers, or horse vans, parked on FARM's premises by BOARDER or BOARDER'S family members, guests or invitees. BOARDER and BOARDER's guests are responsible for insuring all vehicles that they chose to park at the FARM. In the event BOARDER desires to store his/her/their horse trailer or horse van on FARM's premises, **BOARDER agrees to pay a fee of \$25.00 per month for lease of a parking space to store said horse trailer or horse van.**
13. Agister's Lien / Security Interest - For purposes of securing any and all indebtedness of BOARDER to FARM pursuant to this Contract or otherwise, including without limitation, all fees and expenses incurred by FARM in the care and custody of said HORSE, BOARDER hereby grants and conveys to FARM a first priority lien and security interest in said Horse, together with (i) any unborn offspring; (ii) any tack or other tangible personal property of BOARDER located at or upon FARM that is used in connection with or related to the care or maintenance of said HORSE; and (iii) any and all tangible and intangible rights, benefits, and privileges that are a consequence of or related, incidental, or

appurtenant to said HORSE and offspring, including, without limitation, the right to register, re-register, and offspring with any horse registry organization.

14. Representations and Warranties - BOARDER represents and warrants that he, she, or they own the HORSE, hold good and marketable title to the HORSE free and clear of all liens and encumbrances other than the security interest granted FARM hereunder, and BOARDER shall not grant any right or interest in said HORSE during the term of this Contract without the prior written consent of FARM. Further, BOARDER represents and warrants that he, she or they shall carry his/her/their own liability and health insurance coverage for personal injury to themselves and BOARDER's family members, guests and invitees.
15. Insurance - BOARDER acknowledges and agrees that FARM does not and will not insure said HORSE, tack, or any other personal property of BOARDER located at or upon FARM. BOARDER shall be responsible for carrying full and complete insurance coverage on said HORSE, tack, and any other personal property of BOARDER located at or upon FARM.
16. Rules and Regulations - BOARDER agrees to abide by all of FARM'S rules and regulations and acknowledges receipt of a copy of such rules and regulations contemporaneously with the execution of this Contract. FARM reserves the right to add, change, delete, alter, or amend such rules and regulations from time to time at its sole discretion. Failure to abide by any rule or regulation shall be deemed an Event of Default hereunder.
17. Indemnification and Hold Harmless Agreement - BOARDER agrees that FARM, its agents, servants and employees are not liable for the death, illness, and/or accident occurring to said HORSE, including incidental or consequential damages. BOARDER further agrees to indemnify and hold harmless FARM for any personal injury, loss, or damage to personal property whatsoever caused to BOARDER, BOARDER'S family members, guests, and invitees while at FARM.
18. Right of FARM to Demand Removal of HORSE - In the event that FARM determines that said HORSE is carrying an infectious, contagious or transmissible disease, or that said HORSE is dangerous or undesirable for boarding, FARM may terminate this Contract and require BOARDER to remove said HORSE from the property by sending written notification to BOARDER. In such an event, BOARDER shall remove said HORSE within seven (7) days, and BOARDER shall be responsible for all costs and expenses in removing said HORSE. Notwithstanding such removal, BOARDER shall pay FARM all fees and costs, including board at the daily rate, due FARM under the terms of this Contract with respect to the time said HORSE was in the care and custody of FARM. In the event BOARDER refuses to timely remove HORSE pursuant to this Paragraph 18, BOARDER understands and agrees that FARM will remove said HORSE at BOARDER'S expense and deliver said HORSE to auction for disposal.
19. Death or Sale of HORSE- In the event that said HORSE dies or is sold, BOARDER may terminate this Contract with respect to the deceased or sold horse(s). In the event that BOARDER'S horse dies, BOARDER shall remove the horse's remains within twelve (12) hours of said death. In the event BOARDER fails or refuses to do so, FARM reserves the right to dispose of said deceased horse at the cost and expense of BOARDER. Should BOARDER request the assistance of FARM in making arrangements for the removal and disposition of the deceased horse, FARM will assist in procuring the appropriate services to be billed directly to BOARDER.

In the event of either death or sale of BOARDER'S horse, BOARDER shall pay FARM all fees and costs, including board at the daily rate, due FARM under the terms of this Contract with respect to the time BOARDER'S horse was in the care and custody of FARM.

20. Damages Caused by Horse. BOARDER agrees to pay FARM for all damages to FARM property, both real and personal, beyond normal wear and tear, caused by HORSE. Damages will be itemized and billed to BOARDER upon repair. BOARDER agrees to pay for such repairs within fourteen (14) days of the date invoiced.
21. Event of Default - It shall be considered an Event of Default hereunder if (a) any representation or warranty furnished by BOARDER in connection with this Contract shall, at any time, be materially false or incorrect; or (b) BOARDER shall fail to (i) pay any amounts due under this Contract within ten (10) days after such amount becomes due; or (ii) observe or perform any other covenants, conditions or provisions contained in this Contract, provided that such default shall continue for a period of five (5) business days after written notice thereof from FARM to BOARDER.
22. Remedies - If an Event of Default shall occur and be continuing, FARM, by written notice to BOARDER, may (i) immediately terminate this Contract and the rights granted to BOARDER hereunder; (ii) take all necessary actions to deny, prevent, and prohibit access by BOARDER to FARM and HORSE; (iii) collect the entire balance due under this Contract by any and all legal means available to it, by actions at law or in equity, for money damages, and to issue execution against all property of BOARDER, real and personal; and (iv) take any other action permitted by any applicable law, including exercising its rights as a secured creditor under the Pennsylvania Uniform Commercial Code. BOARDER shall be responsible for reimbursing FARM for any and all collection costs and attorneys' fees incurred in the enforcement of its rights and remedies under this Contract.
23. Other Remedies - In furtherance of the agister's lien and security interest conveyed by BOARDER to FARM hereunder and not by way of limitation, BOARDER acknowledges and agrees that upon the occurrence and continuance of an Event of Default hereunder, FARM may enforce its lien on said HORSE by selling it at any private or public sale upon ten (10) days' prior written notice to BOARDER. Furthermore, BOARDER hereby nominates and appoints FARM as his, her, or their lawful agent and attorney-in-fact to do, at the option of FARM, and expense and liability of BOARDER, all acts and things which FARM may deem necessary or desirable to effectuate its rights under this Contract, including without limitation, executing any and all applications, registrations forms, contracts, instruments, and documents that may be necessary or desirable to (i) perfect or continue its rights as a secured creditor; (ii) sell, assign, transfer, and convey said HORSE by way of any public or private sale; and (iii) register, re-register, and alter, amend, cancel, or modify such registration or re-registration of said HORSE and offspring with any horse registry organization. Such agency and power being coupled with an interest shall be irrevocable by BOARDER.
24. Termination of Contract - Without in any way limiting the right of FARM to terminate this Contract as otherwise set forth herein, FARM may terminate this Contract at any time upon SEVEN (7) days' prior written notice to BOARDER, and upon such termination BOARDER shall immediately remove at his, her, or their sole cost and expense said HORSE from FARM.
25. Construction and Entire Agreement - In case any provision of this Contract shall for any reason be held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision had never been included herein. This Contract, together with the Rules and Regulations delivered contemporaneously with the Contract and posted at the FARM, represents the entire understanding of the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
26. Notices - All notices under this Contract shall be mailed via first-class mail, postage prepaid, to the parties hereto at their respective addresses set forth above. Any party may change its mailing address by serving written notice of

such change and of such new address upon all other parties hereto. All notices shall be deemed effective upon mailing.

27. Non-Assignability of Boarding Contract - This Contract is non-assignable and non-transferable.
28. Non-Waiver - FARM shall not be deemed, either by act or omission to have waived any of its rights or remedies unless such waivers are made in writing and signed by FARM, and in such event only to the extent specifically set forth in said writing. A waiver of one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy to a subsequent event.
29. Amendments; Modifications - This Contract may be amended or modified from time to time only by a writing signed by all parties hereto.
30. Construction - This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania; Schuylkill County.
31. Consent to Jurisdiction - BOARDER irrevocably agrees and consents to the exclusive jurisdiction of Court of Common Pleas of Schuylkill County, Pennsylvania and/or the United States District Court for the North Eastern District of Pennsylvania in any and all disputes, actions, or proceedings between BOARDER and FARM. BOARDER irrevocably agrees to service of process by certified mail, return receipt requested, to BOARDER at the address set forth above. However, FARM is not precluded from bringing an action against BOARDER in any jurisdiction in the United States or elsewhere in which BOARDER or any his, her or their property is located. BOARDER agrees not to make any objection in any such action or proceeding that the venue is improper or the forum is inconvenient.
32. Survival of Provisions - Upon termination of this Contract for any reason, whether as a result of BOARDER'S default or otherwise, the provisions of Section 17 (Indemnification and Hold Harmless Agreement) and Section 31 (Consent of Jurisdiction) that inure to the benefit of FARM shall survive termination and continue in full force and effect.
33. CONFESSION OF JUDGEMENT- UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER BOARDER AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR AND ENTER JUSGMENT AGAINST HIM, HER OR THEM FOR THE THEN UNPAID PRINCIPAL AMOUNT OF THIS CONTRACT, TOGETHER WITH ALL ACCRUED, UNPAID INTEREST AND LATE CHARGES, COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES OF THE GREATER OF \$2500.00 OR 15% OF THE AMOUNT DUE UNDER THIS NOTE, WITH OR WITHOUT DECLARATION OR STAY OF EXECUTION, AND WITH RELEASE OF ERRORS.

THE POWER TO ENTER JUDGEMENT AGAINST BOARDER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THE POWER AND SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL FULL PAYMENT OF ALL AMOUNTS DUE UNDER THIS CONTRACT. IN WITNESS WHEREOF, the parties hereto, agreeing to be legally bound hereby, affix their signatures as of the date and year first above written.

JG EQUINES, LLC

Jessica J Gehringer, Owner/Sole Member

Signature _____ **Date** _____

BOARDER

Print Full Name _____

Signature _____ **Date** _____

Phone : _____ **E-mail:** _____

Address: _____

Emergency Contact: _____ **Phone :** _____

Preferred Veterinarian: _____ **Phone:** _____

Preferred Farrier: _____ **Phone:** _____