

# GRAYBAR ESTATES, INC.

## BOARDING AGREEMENT

- Please read carefully -

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ FAX Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

In emergency call: \_\_\_\_\_ Phone: \_\_\_\_\_

Horse's Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Insurance Co.: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

Farrier: \_\_\_\_\_ Phone: \_\_\_\_\_

This BOARDING AGREEMENT is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ among Graybar Estates, Inc. (designated as "Farm") and \_\_\_\_\_ (designated as "Owner"), and if Owner is a minor, Owner's parent or legal guardian.

1. Board is due on the first day of each calendar month. A late fee of \$50.00 may be imposed at the discretion of the Farm for payment after the fifth of the month.
2. If the horse becomes ill or injured, the Farm will notify the Owner. If the Owner cannot be reached, the Farm is authorized to exercise its judgment regarding measures for the welfare and health of the horse. The Owner will pay for such care.
3. OWNER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM ANY ACITIVITY RELATED OR IN CONNECTION TO BOARDING IN THE FARM including, without limitation: risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or the deliberate act of another person.
4. Owner agrees to hold the Farm and Farm Owners and all success and, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of any cause growing

- out of or as a result of boarding said horse, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. The farm shall not be liable for any damage which may accrue from any causes growing out of or as a result of the boarding of said horse, including, but not limited to, loss by fire, theft, running away, death injury to person, horse or property.
  6. All Owners and any rider authorized by Owner must wear a hardhat and proper footwear and must have previously filed in the office a Release from Liability when riding. Furthermore, Owner agrees to abide by the Rules established by the Farm. If Owner or any guests or invitees of the Owner fail to abide strictly by such rules to immediately upon such violation terminate this Agreement and require the Owner to immediately remove the horse from the Farm property.
  7. Owner must provide the farm with copy of negative Coggins and Certificate of Health. Should the horse become ill with any contagious or transmissible disease, Farm will request the removal of the horse from the premises within 24 hours. Should owner not comply with this requirement, the Farm will arrange ad the qwner will pay for such removal and all and any cost created by this reason.
  8. The Owner hereby acknowledges that the Farm has a right of lien, as set forth in the Sate of New Jersey, for the amount due for the board and keep of such horse and shall have the right to retain said horse until the amount of indebtedness is discharged. Further, if any changes are outstanding for more than 90 days, the Farm may sell the horse to meet said indebtedness upon fifteen (15) days prior written notice of intent to sell to the Owner at the address first set forth above. Any residual value will be paid to the Owner.
  9. Smoking is not permitted in the entire property, no exception of any kind.
  10. Owner will clean up after said horse in Cross-tie areas, Aisle, and Parking Area.
  11. Jumping is not permitted in the Farm unless by special agreement between Owner and Farm.
  12. The Farm is open from 8:00 AM to 8:00 PM. If you need to be on the Farm outside these hours, please make arrangements with the Farm management.

I have read and understand this release:

\_\_\_\_\_  
 L/S GRAYBAR ESTATES, INC.  
 Preeth D'Costa, Manager

\_\_\_\_\_  
 Owner's Signature

\_\_\_\_\_  
 Owner's parent or guardian if Rider is a minor

**SECURITY DEPOSIT**

One month's security deposit is required at the time of signing this agreement and will be refunded approximately 30 days after the last day of boarding. The security deposit will not be returned when less than a month's notice is given, in the event of cancellation of the boarding agreement. Written notice is required for the cancellation of the boarding agreement and boarding. For the purpose of the security deposit, a month will be considered one calendar month and will start on the 1<sup>st</sup> of every month. Any outstanding balances will be deducted from this security deposit.

I agree to the terms of the security deposit \_\_\_\_\_