

**HORSE BOARDING AGREEMENT  
(FALL 2010/SPRING 2011)  
LAKE ERIE COLLEGE  
EQUESTRIAN CENTER  
Facility Coordinator Karen Davis 440-375-8010**

<u>OFFICE USE ONLY</u>	
Date Stall Deposit Received	_____
Amount of Deposit	_____ Pmt method _____
Actual Arrival Date of Horse	_____
Type of Housing:	LC _____ LCP _____
Approved By:	_____

This agreement, for good and valuable consideration receipt of which is hereby acknowledged, dated the (month, day) \_\_\_\_\_, 2010 made by and between the Equestrian Center of Lake Erie College, hereinafter called **COLLEGE**, and jointly and severally by the parent and student, hereinafter called **BOARDER**, whose names and addresses are:

Boarder's Name (student) \_\_\_\_\_ Horse Owner's Name (Student, parent or lessor) \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
E-mail Address of Boarder \_\_\_\_\_ Boarder's Cell Phone \_\_\_\_\_

These parties warrant that they have the right to enter into this agreement.

Name of Horse: \_\_\_\_\_ Barn name: \_\_\_\_\_

Gelding  Mare Estimated Date of Arrival \_\_\_\_\_ *(See articles VI and VII Arrivals and health requirements)*

Please note that our boarding facility is not equipped to handle stallions.

If your horse has any vices (crib, paw, pace) please elaborate: \_\_\_\_\_

If the horse listed above is not owned by the boarder or parent, a lease agreement between the boarder and the horse's owner must be on file in the Equestrian Center office. Lake Erie College only houses boarder owned or leased horses.

I am a returning boarder and I would like to request the same stall. Stall # \_\_\_\_\_  
*(Requests will be honored as availability and applicability allows.)*

**Check the following for the Level of Care Requested:**

\_\_\_\_\_ Limited Care (\$1,961.00 per semester ) \_\_\_\_\_ Limited Care Plus (\$2,385.00 per semester )

*Fees are subject to change per tuition and fee schedule (See current course fee schedule.)*

**Please send or fax a completed boarding contract to:**

Lake Erie College Equestrian Center  
Attention: Allison Eneguess  
391 West Washington Street  
Painesville, Ohio 44077

Fax completed contract to  
Attention: Allison Eneguess  
(440) 375 8004

***In consideration of the mutual promises and covenants herein contained, the aforementioned parties hereby agree that:***

**Article I. Horse Care Services Defined**

- Section 1.01 For the purpose of this agreement, the following services are provided for both levels of care: stall, hay, grain, bedding, as defined below
- Section 1.02 College will provide for Boarder's horse an individual stall at the college Equestrian Center.
- Section 1.03 College will provide a maximum of twenty four (24) pounds (maximum 8 flakes) of hay (timothy mix) over the period of two (2) feedings per day. Correct amount of feed for Boarder's horse will be determined by the boarder
- Section 1.04 College will provide a maximum of eight (8) pounds of grain per day over the period of two (2) feedings per day. ("Grain" refers to your choice of any combination of Purina Strategy, Purina Senior; or grain the college prefers to use as primary ration). Correct amount of feed for Boarder's horse will be determined by the Boarder. Boarders are required to provide one clean hanging bucket for grain with double ended snap.
- Section 1.05 Additional hay and grain is available for purchase and will be pro-rated accordingly.
- Section 1.06 College will provide sufficient, clean bedding consisting of wood sawdust or shavings.
- Section 1.07 **Limited Care** is defined as: Boarder is responsible for cleaning the stall at least six (6) days of the week. Boarder Barn Manager will clean stall and student will be billed \$20 per cleaning if Boarder does not clean stall. Boarders on Limited Care must strip their stalls before departure from Equestrian Center. Failure to strip stall will result in a \$50.00 fee.
- Section 1.08 **Limited Care Plus** is defined as: College staff is responsible for cleaning the stall six (6) days of the week, with no stall cleaning on Sunday or Holidays.
- Section 1.09 Supplements paid for and supplied by the boarder in SmartPak format only will be fed by College staff. All SmartPaks must be supplied to Barn Manager, who will distribute them on a daily basis. Boarders are responsible for keeping an adequate supply of SmartPaks with Barn Manager. Barn Manager is not responsible for ordering SmartPak supplies. College staff will only feed prescription SmartPak medications accompanied by a veterinarian's order.
- Section 1.10 Boarder is responsible for cleaning automatic waterer and all buckets in horse's stall daily. Automatic watering system shall not be turned off without permission from Barn Manager. Boarders not properly cleaning their automatic water and buckets will be charged \$10 per day cleaning fee.  
In the winter Boarders must provide two clean, clearly labeled water buckets, one in the horse's stall at all times, and one thawed, clean bucket ready for use. College staff will fill one (1) bucket of water per stall twice daily, before each feeding. College staff is not responsible for providing buckets to boarding horses.

Section 1.11 All boarders are responsible for turning out their own horses, a maximum of 3 horses per paddock. Each semester, time allowance for turnout may vary. A minimum of one (1) hour of turn out will be available for boarder use. Available paddocks consist of 3 all-weather limestone paddocks as well as 1 to 2 grass paddocks when weather permits. Available paddocks are subject to change on a daily basis as determined by Barn Manager.

## **Article II. Barn Rules**

Section 2.01 Boarders are expected to clean up after themselves and their horses, including, but not limited to manure, hoof pickings, hair, tools, tack, vet, farrier clippings and nails. All public areas, including aisle ways, cross ties, wash racks, tack room and in front of stalls must be kept clean at all times.

Section 2.02 Any items left in aisles, wash racks, arenas or other inappropriate areas will be confiscated by Barn Manager and given to Dean of Equine Studies. Any items unclaimed at the end of the school year will be considered donated to Lake Erie College.

Section 2.03 Facility hours will be posted in lobby, arena, and each barn. HOURS MUST BE OBSERVED. Students that disregard the facility hours will have an incident report filed with the Judicial Board. Hours may vary each semester. Boarder Barn hours are:  
Monday - Friday 6:00 a.m. - 8:30 p.m.  
Saturday, Sunday, Holidays 6:00 a.m. - 7:00 p.m.  
Any student caught on property after hours will be asked to leave immediately.

## **Article III. Riding**

Section 3.01 No Boarder may jump a horse without being under direct faculty supervision.

Section 3.02 Please notify College personnel and staff of riding locations if riding outside of an arena or the hunt field. It is recommended that boarders use the buddy system when at the Equestrian Center.

Section 3.03 Adherence to all rules and guidelines provided in student handbook is mandatory.

## **Article IV. Emergency Care**

Section 4.01 College agrees to attempt to contact Boarder, at the following emergency telephone number (\_\_\_\_\_), should College feel that medical treatment is needed for said horse, provided however, that in the event the College is unable to so contact Boarder within a reasonable time, which time shall be judged and determined solely by College, College is then hereby authorized to secure emergency veterinary care and/or blacksmith care, by licensed providers of such care which are selected by the College, as college determines is required for the health and well-being of said horse. The cost of such care secured shall be due and payable by Boarder within thirty days of treatment.

Section 4.02 Boarder agrees to indemnify and hold College harmless from any and all claims by the Boarder or others, against the College, its trustees, officers, agents and employees for any and all loss or injury to the horse boarded on the college property pursuant to this agreement, whether such loss or injury occurs by accident, disease, theft, or otherwise and whether such a loss or injury arises out of actions, decisions or omissions of College, as authorized pursuant to this agreement.

**Article V. Financial Obligations Defined: Boarders shall pay College for such basic horse care in accordance with fees shown below.**

- Section 5.01 \$1961.00 for Limited Care per semester  
\$2385.00 for Limited Care Plus per semester
- Section 5.02 Outstanding debt to any professional services relating to the Boarder's horse, including farrier, veterinarian, dentist, massage therapist, chiropractor, etc., will result in loss of boarding privileges.
- Section 5.03 Any boarder who does not pay tuition or College fees will lose boarding privileges for the remainder of their academic career with Lake Erie College.
- Section 5.04 Boarders shall pay the college a security stall deposit of \$100.00 per horse per stall due when the contract is submitted for consideration. Deposits are returned upon graduation or when boarding contract is terminated.
- Section 5.05 Boarder is responsible to pay all damages to the College that exceed the prepaid security deposit.
- Section 5.06 The fees are due on the semester due dates in the catalog and on the web. (Fees are subject to change per tuition and fee schedule. See current course fee schedule.) Late fees may be applicable.
- Section 5.07 Failure to pay expenses before the end of the semester will create a lien against the horse in favor of Lake Erie College, pursuant to Ohio Revised Code Section 1311.48

**Article VI. Arrivals and Departures**

- Section 6.01 The stall rent will be considered for the full semester; temporary removal of horse for any reason shall not be refunded.
- Section 6.02 No horse may enter the property without all vaccination documentation already on file with Barn Manager. Any horse attempting to enter property without proper documentation on file will be sent to the quarantine barn. A fine of \$25 per day during quarantine will also be enforced. Any horse placed in quarantine will not be allowed to use indoor or outdoor arena, will not be allowed to use any turn-out pens, including the round pen, nor use any other Equestrian Center amenities until quarantine has been lifted.  
College staff will feed and water quarantine horses only.  
Boarder is responsible for cleaning stalls of any horse placed in quarantine for the duration of the quarantine stay, regardless of level of care chosen in contract
- Section 6.03 Fall semester, horses are permitted to enter the property beginning August 17, 2010, and must leave by noon on Friday of finals week. Spring semester 2011 arrival date begins the Saturday before the first full day of classes. Horses must be removed from school property by noon on Friday of finals week. All horses must arrive between the hours of 6 am-8 pm Monday-Saturday. Arrivals outside of hours will be charged \$100. No exceptions.
- Section 6.04 All horses MUST depart the Equestrian center property by noon on Friday of finals week during the Fall 2010 and Spring 2011 semesters or will be billed at the day rate. Boarders on Limited Care must strip their stalls before departure from Equestrian Center. Failure to strip stall will result in a \$50.00 fee.

Section 6.05 Boarder agrees that if the horse is not stalled within ten (10) days of the specified arrival date agreed upon by the Boarder and the College, Boarder is subject to forfeit the deposit and loses the stall or must pay fees on the empty stall.

Section 6.06 Boarder may not sub-lease their stall to any other party. This contract is not transferable.

#### **Article VII. Boarder Responsibility**

Section 7.01 Boarder shall be responsible to provide his or her horse with necessary and proper grooming and exercise at least six (6) days of the week. If boarder is not able to provide proper exercise at least six (6) days a week the Boarder may be asked to remove horse.

Section 7.02 The college requires that Boarders make arrangements for vaccination and de-worming programs as well as show proof of vaccinations, de-worming and proof of negative Coggins.

Section 7.03 Purchasing livestock health and mortality insurance is highly recommended.

Section 7.04 Boarders shall be individually and solely responsible to pay third parties for such extra services rendered, including farrier and veterinary services. If services are not paid, Boarder will lose boarding privileges.

Section 7.05 Boarder shall retain complete responsibility for and control over the horse covered by this agreement. Boarder shall be responsible for any damage and or injury caused to persons or property by Boarder's horse including, but not limited to, injury or damage to persons, stalls, barns, arena, grounds, tack, equipment or other horses.

Section 7.06 Boarder agrees to indemnify and hold College, its trustees, officers, agents and employees harmless from any and all claims or demands for injury, damage or loss to persons or property caused by or arising out of conduct of Boarder and/or Boarder's horse while on College property.

Section 7.07 Boarder agrees to follow and uphold the rules and regulations of the Lake Erie College George M. Humphrey Equestrian Center as stated in the "Equestrian Student Handbook" and the boarding contract. Violations of the policies will be reported to the Judicial Council and may result in cancellation of boarding privileges.

Section 7.08 Boarder agrees that the Boarder, Boarder's family and guest(s) entering the Lake Erie College Equestrian Center grounds do so at their own risk. Boarder hereby indemnifies, waives, releases, and holds the College, its trustees, officers, agents, and employees harmless from any and all claims for loss, damage, or injury to such persons or their property occurring at the College Equestrian Center and/or grounds. Guests are expected to abide by all policies as published in the "Equestrian Student Handbook" as well as in this boarding agreement.

Section 7.09 Any guest(s) a boarder may bring in to ride their horse must sign a release waiver and have a copy of current insurance on file in the office.

**Section 8.10** In an effort to control infectious diseases, each animal must have accompanying proof of vaccination and Negative Coggins Test. Equestrian Center office must receive the information before horse arrives for boarding. If the horse arrives at the Equestrian Center without this information the horse will be quarantined. See section 6.02

**Required:**

For your horse's health and safety, our veterinarians strongly recommend your horse receive any required vaccinations at least three weeks prior to traveling to the Lake Erie College Equestrian Center.

- a. Influenza and Rhinopneumonitis (within six months)
- b. Eastern/Western Encephalitis (within six months)
- c. Tetanus (within 1 year)
- d. Rabies (within 1 year)
- e. Negative Coggins (within 1 year)
- f. Proof of de-worming:
  - A. De-worming within 30 days of arrival.
  - B. De-worm in October
  - C. De-worm in December
  - D. De-worm in March

The following vaccinations are recommended but not mandatory for housing at College:

**Recommended**

- a. Potomac Horse Fever (within 6 months)
- b. West Nile Virus (within six months)
- c. Strangles (within 1 year)

**Section 7.10** Boarder is required to provide the following items, for which the college assumes no responsibility:

- Halter and lead rope (accessible at all times)
- One hanging grain bucket with double ended snap for grain
- Two water buckets with double ended snaps.
- We recommend a lock for tack locker.

**Section 7.11** This equipment shall be stored in one (1) tack locker per horse boarded. Any items not fitting in locker must be labeled and kept in loft above locker room.

**Section 7.12** All tack trunks and bins will be placed in loft. Please make sure to bring a lockable bin or trunk. Lake Erie College is not responsible for any lost, damaged or stolen items.

**Section 7.13** Boarders may park their trailer in the designated parking lot located to the east of the main building. All trailers must be neatly backed against bank.

**Section 7.14 Sick/Injured Horse Report**

- (a) All Boarders must provide a report for any injury or sickness for the horse while on Lake Erie College property. Report is due in Dean's office the 1<sup>st</sup> business day after the horse receives veterinary care.

**Article VIII. Dress Code Policy**

- Section 8.01 All boarders are required to wear appropriate attire and footwear when inside any barn at Lake Erie College Equestrian Center.
- Section 8.02 Barn appropriate footwear must cover ankle and may include: Rubber Boots, Paddock Boots and Work Boots. NO clogs allowed.
- Section 8.03 Appropriate shirts while mounted include: polos, short sleeve t-shirt, long-sleeve t-shirt, sweat shirt, jacket, etc. No hooded sweatshirts while riding.
- Section 8.04 Appropriate pants while mounted must be waist high and include: jodhpurs, breeches, with tall boots or half chaps. Boarders who ride Western may wear jeans and boots. English riders must have chaps on when riding in jeans. Inappropriate pants while mounted include: shorts, capris, sweatpants, or excessively torn pants. Pants must sit at appropriate level on hips. No low riding pants will be allowed.
- Section 8.05 Students must be wearing an ASTM-SEI approved helmet when mounted.

**Article IX. Disciplinary Process**

- Section 9.01 Any Boarder may be asked to remove their horse from the barn. All decisions to expel will be made at the discretion of the Dean of Equine Studies.
- Section 9.02 Any horse deemed dangerous to handle on the ground or under saddle, will be asked to remove horse from the barn.
- Section 9.03 Any boarder not proving proper care for their horse according to College standards will be asked to remove horse from the College boarding facility.
- Section 9.04 Any boarder caught repeatedly after hours will be asked to remove their horse from the barn.
- Section 9.05 Any boarder demonstrating insubordinate / inappropriate behavior towards College staff, faculty, fellow boarders or guests will be asked to remove horse from the barn.
- Section 9.06 Grievance Process Defined  
Students that disregard policies outlined in this contract will have an incident report filed with the Judicial Board.

The following party may be contacted in case of emergency or in owner/caregiver absence:

Last name	First name		
Phone Number	Alternate contact number	Email Address	
Street Address	City	State	Zip
Relationship to Boarder			
Signature of third party		Date	

This agreement is subject to the laws of the State of Ohio. By signing below, I agree with all the terms outlined in this agreement.

DATE \_\_\_\_\_

Boarder's Signature \_\_\_\_\_ Horse Owner Signature \_\_\_\_\_

Dean of Equine Studies \_\_\_\_\_  
E. Giedt. D.V.M.

To be considered for a stall reservation, please send a \$100.00 stall deposit, along with this signed contract to the address listed on page 1. You will receive a Stall Confirmation letter or e mail when you have been approved for a stall.

If Owner is not the boarder please see note below.

NOTE: If you are attaching a lease agreement for the horse named in this contract, the lease must include the following: Horse's name, signature of Boarder and leasee, printed name, address, e-mail and phone numbers of both parties, and the active dates of the agreement. Lake Erie College only houses horses for LEC students and employees. The boarder is financially responsible for the horse whether it be owned or leased. Lake Erie College will not bill outside parties for board unless the horse is currently being used in the training class.