

**HORSE TENANT AGREEMENT
(FALL 2009/SPRING 2010)
LAKE ERIE COLLEGE
GEORGE M. HUMPHREY EQUESTRIAN CENTER**

OFFICE USE ONLY

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 _____ day of _____, 2009 made by and between the George M. Humphrey Equestrian Center of the Lake Erie College, hereinafter called **COLLEGE**, and jointly and severally by the parent and student, hereinafter called **STUDENT**, whose names and addresses are:

Student's Name: _____

Owner's Name _____ (_____) _____
Home Phone

Billing Address _____ City _____ State _____ Zip _____

Email Address of Student _____ (_____) _____
Student's Cell Phone

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

Name of Horse: _____ **Nickname:** _____

Gelding Mare Estimated Date of Arrival _____ (See paragraphs IV, V, and X.)

Provide indicate a Y (Yes) or N (No) for each of the following:

Does your horse: ___ Crib ___ Wood Chew ___ Weave ___ Stall Walk ___ Kick Walls
___ Paw/Dig ___ Fence Walk ___ Need a Chain Shank ___ Bite?
Is your horse: ___ Friendly ___ Easy to handle ___ Aggressive?

Additional information about the horse. _____

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

I am a returning student 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/semester) ___ **Limited Care Plus** (\$2,385/semester)

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

Once level of care has been decided, no changes will be allowed.

**Mail/Fax Lake Erie College, ATTN: Equestrian Center Box #369, 391 West Washington Street
Painesville, OH 44077**

Equestrian Center Phone #: 440-375-8000 Equestrian Center Fax #: 440-375-8004

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

Article I. Horse Care Defined

- Section 1.01 Limited Care is defined as: College staff is only responsible for feeding the horse twice daily. Student is responsible for cleaning the stall at least six (6) days of the week.
- Section 1.02 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, as well as for feeding the horse twice daily.
- Section 1.03 Additional services and provisions may be purchased at an additional charge to the Student.

Article II. Services Defined

For the purpose of this agreement, the following services are provided for both levels of care:

- Section 2.01 College will provide for Student's horse an individual stall at the college Equestrian Center.
- Section 2.02 College will provide sufficient, clean bedding consisting of sawdust/shavings. Any horse not bedded with shavings must be on limited care and alternative bedding must be supplied by the student. Storage for alternative bedding must be approved with Barn Manager
- Section 2.03 College will provide a maximum of twenty (20) pounds (maximum 8 flakes) of hay (timothy mix) over the period of two (2) feedings per day.
- Section 2.04 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 totaling 8 pounds; or grain the college prefers to use as primary ration). The Equestrian Center management currently prefers to use Purina Strategy and Purina Senior.
- Section 2.05 Students are required to provide a clean bucket or ground feeder for grain.
- Section 2.06 During winter months, all horses must be watered before grain is distributed.
- Section 2.07 Correct amount of feed for Student's horse will be determined by the student, with approval of the college, based upon the animal's size, weight, and activity. Management reserves the right to increase or decrease rations as deemed necessary.
- Section 2.08 Additional hay and grain is available for purchase and will be pro-rated accordingly.
- Section 2.09 Any OTHER brands of grain/feed, medication, and/or supplements that the student wishes to provide for his/her horse are at his/her own expense.
- Section 2.10 Supplements paid for and supplied by the student in SmartPak format only will be fed by barn staff.

- Section 2.11 All SmartPaks must be supplied to Barn Manager, who will distribute them on a daily basis. Students are responsible for keeping adequate SmartPaks supply with Barn Manager.
- Section 2.12 Barn Manager is not responsible for ordering SmartPak supplies.
- Section 2.13 Staff will only feed prescription SmartPak medications accompanied by a veterinarian's order.
- Section 2.14 Students may have shipping fees waived by SmartPak if they become Lake Erie College "barn buddies"
- Section 2.15 The student is responsible for feeding any additional grain, medication, and/or supplements not in SmartPak format. These are to be stored in the student's locker.
- Section 2.16 Mineral blocks are provided in each stall.
- Section 2.17 Student is responsible for cleaning automatic waterer daily and all buckets in horse's stall daily. Any student electing not to use waterer provided is still responsible for daily cleaning. Automatic watering system shall not be turned off without permission from Barn Manager.
- Section 2.18 Students must provide 2 clean, clearly labeled with name/initials, water buckets for water, one in the horse's stall at all times, and one thawed, clean bucket ready for use during winter months.
- Section 2.19 During winter, when temperature inside barn reaches below 30 degrees, staff will fill one (1) bucket of water per stall twice daily, before each meal. A thawed, clean bucket must be available for staff to fill. Staff is not responsible for providing buckets to any student.

Article III. Barn Rules

- Section 3.01 Students are expected to clean up after themselves and their horses, including, but not limited to manure, hoof pickings, hair, tools, tack, farrier clippings and nails. All public areas, including aisle ways, wash racks and in front of stalls must be kept clean at all times.
- Section 3.02 Any items left in aisles, wash racks, arenas or other inappropriate areas, for extended periods of time will be confiscated by Barn Manager and subject to a \$1.00 per item storage fee. Any items unclaimed at the end of the school year will be considered donated to Lake Erie College. All fees collected will go back into a fund for meeting supplies.
- Section 3.03 **BARN HOURS ARE POSTED AND WILL BE STRICTLY ENFORCED!!**
- (a) 8am-8pm Monday through Friday.
 - (b) 7am-4 pm Saturday and Sunday, ALL holidays and school breaks.
- Section 3.04 Any student caught on property after hours will be asked to leave immediately.
- Section 3.05 All students will be required to attend monthly meetings.
- Section 3.06 Turn Out (Turn out paddocks are provided for the use of all students.)
- (a) All students must turn out their own horses, maximum of 3 horses per paddock.
 - (b) Each semester, time allowance for turnout may vary, based on the number of students and available paddocks.

- (c) Available paddocks consist of 3 all-weather limestone paddocks as well as 1 to 2 grass paddocks when weather permits.
- (d) Available paddocks are subject to change on a daily basis as determined by Barn Manager.

Article IV. Riding

Section 4.01 No student is to jump any horse without a faculty member on the property, and students must notify a faculty member of their intent to jump.

Section 4.02 Please notify College personnel and staff of riding locations if riding outside of an arena or the hunt field.

Section 4.03 Adherence to all rules and guidelines provided in student handbook are MANDATORY.

Article V. Emergency Care

Section 5.01 College agrees to attempt to contact Student, 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 Student 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, and by licensed providers of such care 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 Student within fifteen days from the date Student notice thereof provided. However, the College is authorized to arrange direct billing by said care provided to the Student.

Section 5.02 Student agrees to indemnify and hold College harmless from any and all claims by the Student 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 VI. Financial Obligations Defined: Student shall pay College for such basic horse care in accordance with fees shown below.

Section 6.01 \$1,961.00 for Limited Care per semester. \$2,385.00 for Limited Care Plus per semester

Section 6.02 Outstanding debt to any professional services relating to the student's horse, including farrier, veterinarian, dentist, massage therapist, chiropractor, etc., will result in loss of boarding privileges.

Section 6.03 Any student who does not pay tuition or college fees will lose boarding privileges for the remainder of their academic career with Lake Erie College.

Section 6.04 Student shall pay the college a security stall deposit of \$100.00 per horse per stall due when the contract is submitted for consideration.

Section 6.05 Student is responsible to pay all damages to the college that exceeds the prepaid security deposit.

Section 6.06 Student agrees to give a two (2) week written notice before withdrawing the horse or student will forfeit the security deposit. Any request for an extension to this policy will be reviewed by College and determined at its sole discretion.

- Section 6.07 If no outstanding balance exists, the student may request a refund. All requests must be submitted in writing to the Barn Manager and Bursar's office.
- Section 6.08 Bills that are not paid on time will be subject to interest of 1.5% per month billed to your student account.
- Section 6.09 The fees are due on or before **AUGUST 1, 2009**. No horse is allowed to enter the EQ Center before August 23, 2009. (Fees are subject to change per tuition and fee schedule. See current course schedule.)
- Section 6.10 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 VII. Arrivals and Departures**
- Section 7.01 The stall rent will be considered for the full semester; removal of horse for holiday periods and weekends will not be refunded.
- Section 7.02 Refunds for horses leaving during the semester due to student withdrawal from the college or the program will be made according to the college's refund policy as published on the Lake Erie College website.
- Section 7.03 Horses entering the facility during the semester will be billed on a pro-rated fee for the month of entrance and will be billed the full monthly fee for the remaining months of the semester. These fees are due on or before the day the horse enters the facility.
- Section 7.04 All horses **MUST** be off EQ property by noon on Friday of finals week during the Fall '09 and Spring 2010 semesters.
- Section 7.05 Student is responsible for notifying the Equestrian Center office in writing, the date of arrival and date of departure.
- Section 7.06 Arrival Dates: Please be aware that Equestrian Center arrival and departure dates coincide with campus residence hall openings and closings.
- Section 7.07 Horses are permitted to enter the property beginning August 23, 2009, and must leave by December 10, 2009 for fall 2009 semester.
- Section 7.08 Spring semester arrival date begins January 10, 2010, and all horses must be removed from school property by May 1, 2010.
- Section 7.09 All horses must arrive between the hours of 6 am-8 pm Monday-Saturday, no exceptions.
- Section 7.10 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, and required to clean and bed own stall, regardless of care level specified in contract, until proper documentation has been filed and quarantine has been lifted. A fine of \$20 per day during quarantine will also be enforced.
- Section 7.11 Student agrees that if the horse is not stalled within ten (10) days of the specified arrival date agreed upon by the Student and the college, Student is subject to forfeit the deposit and loses the stall or must pay fees on the empty stall.

Section 7.12 Student may not sub-lease their stall to any other party. This contract is not transferable.

Article VIII. Student Responsibility

Section 8.01 Student 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 student is not able to provide proper exercise at least six (6) days a week the student may be asked to remove horse.

Section 8.02 The college requires that Students make arrangements for vaccination and de-worming programs as well as show proof of vaccinations, and de-worming and proof of negative Coggins.

Section 8.03 Purchasing livestock mortality insurance is highly recommended.

Section 8.04 Student shall be individually and solely responsible to pay third parties for such extra services rendered, including farrier and veterinarian services. If services are not paid, student will lose boarding privileges.

Section 8.05 Student shall retain complete responsibility for and control over the horse covered by this agreement. Student shall be responsible for any damage and or injury caused to persons or property by Student's horse including, but not limited to, injury or damage to persons, stalls, barns, arena, grounds, tack, equipment or other horses.

Section 8.06 Student 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 Student and/or Student's horse while on college property.

Section 8.07 Student 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". Violations of the policies may result in cancellation of boarding privileges.

Section 8.08 Student agrees that the Student, Student's family and guest(s) entering the Lake Erie College Equestrian Center grounds do so at their own risk. Student 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 8.09 Any guest(s) a student 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 Due to the problem of contagious disease, each animal must have accompanying proof of vaccination for the following

Required

- 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 deworming
 - A. within 30 days of arrival at LEC
 - B. deworm in October

- C. deworm in December
- D. deworm with Quest in March

Before entry to, and housed at, College is permitted. The following vaccinations are recommended but not mandatory for housing at College:

Recommended

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

College office must receive the information before your horse arrives for housing. If the horse arrives at the Equestrian Center without this information, College can call a veterinarian to come draw blood for a Coggin's test, and give the necessary vaccinations at the student's expense, as well as place the horse in a separate barn for quarantine at an additional \$15.00 per day. For your horse's health and safety, our veterinarians strongly recommend your horse receive any required vaccinations at least three (3) weeks before travel to LEC.

- Section 8.11** Any horse placed in quarantine will not be allowed to use any arenas, including indoor and outdoor, will not be allowed to use any turn-out pens, including the round pen, nor use any other EQ Center amenities until quarantine has been lifted. Barn staff will feed and water quarantine horses only. Student 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 8.12** It is your responsibilities to not only provide the Equestrian Center office with the proper vaccination records BEFORE your horse arrives; it is your responsibility to keep your records updated with the office during your horse's stay. If you neglect to follow this policy, a fine of \$50.00, plus \$20 per day thereafter will be applied to your bill until such time as the Equestrian Center office has received the updated records. (Note: It may take 10 days to 2 weeks to receive the results of a Coggins test so it is important to plan ahead.)
- Section 8.13** Student is required to provide the following items, for which the college assumes no responsibility:
- (a) Halter and lead rope (accessible at all times)
 - (b) Stable sheets and/or blanket according to animal's needs
 - (c) Grooming tools
 - (d) First aid equipment
 - (e) Lunging equipment
 - (f) Saddle, bridle and other tack
 - (g) Grain bucket with snap or ground feeder
 - (h) 2 Water bucket with appropriate hanging device (i.e. snaps, hooks, etc. No baling twine.)
 - (i) Combination lock for tack locker - NO key locks
 - (j) Double ended snaps (these will not be provided by College)
- Section 8.14** This equipment shall be stored in one (1) tack locker per each horse housed. *The combination to this lock must be on file in the Equestrian Center office in case we have to open your locker. If there is no combination on file, and it is necessary to open your locker, we will cut the lock off. You will then be responsible for replacing your lock.
- Section 8.15** Any items not fitting in locker must be labeled and kept in loft above locker room.
- Section 8.16** All tack trunks and bins will be placed in loft. Please make sure to bring a bin or trunk that can lock, and a lock to put on it. Lake Erie College is not responsible for any lost or stolen items.
- Section 8.17** Any items left in aisles, wash racks, arenas or other inappropriate areas, for extended periods of time will be confiscated by Barn Manager and subject to a \$1.00 per item storage fee. Any items unclaimed at the end of the school year will be considered donated to Lake Erie College. All fees collected will go back into a fund for meeting supplies.
- Section 8.18** Theft will not be tolerated. Any student caught stealing will be expelled from the barn immediately.
- Section 8.19** Students may park their horse trailer in the designated parking lot located to the east of the main building. All trailers must be backed up against the bank in a neat, orderly fashion.
- Section 8.20** Students in Limited Care must strip their stalls at the end of each semester. Students have 3 days to strip the stall after their horse departs the Equestrian Center property. If the stall is not stripped by then a \$50 fine will be billed to the student's account.

Section 8.21 **Sick/Injured Horse Report**

(a) All students must complete the following report for any injury or sickness for the horse while on Lake Erie College property.

(b) The following report will be accessible for all students.

Sick/Injured Horse Report

Student's Name: _____

Horse's Name: _____

Date: _____ Stall #: _____ Check One: PC ____ FC ____

Symptoms of Illness:

—

Evidence of Injury:

Temperature: _____

Pulse: _____

Respiration: _____

Does owner want veterinarian called: Yes _____ No _____

Action Taken:

____ Called/Emailed BB Manager

____ Called/Emailed Assoc. Dean

____ Called/Emailed Herd Manager

____ Called Veterinarian

Name of Veterinarian: _____

Number of Veterinarian: _____

Recommendation from LEC Staff:

Diagnosis from Veterinarian:

Signature of Student

Signature of BB Manager

Date

Article IX. Dress Code Policy

Section 9.01 All students are required to wear appropriate attire and footwear when on Equestrian Center property.

Section 9.02 Appropriate footwear includes hard soled shoes (closed heel and toes), boots, and muckers. NO tennis shoes, clogs, sandals, uggs etc.

Section 9.03 All students MUST wear an ASTM-SEI approved helmet when mounted.

Section 9.04 Appropriate shirts include: polos, short sleeve t-shirt, long-sleeve t-shirt, sweat shirt, jacket, etc.

Section 9.05 Inappropriate shirts include: tank tops, torn shirts, shirts not covering stomach, shirts with low necklines designed to show cleavage.

Section 9.06 Appropriate pants must be waist high and include: jodhpurs, breeches, with tall boots or half chaps, and jeans with full or half chaps for riding. Students who ride Western may wear jeans alone, all English riders must have a boot or chap on when riding. Inappropriate pants include: shorts of any type, capris, sweatpants, gauchos, excessively torn pants. Pants must sit at appropriate level on hips. No extremely low rise breeches.

Article X. Disciplinary Process

Section 10.01 Any student may be asked to remove their horse from the barn for various reasons, including, but not limited to the following. All decisions to expel will be made at the discretion of management.

Section 10.02 Any student not following the rules set forth in this contract will be asked to remove horse from the barn.

Section 10.03 Any horse causing excessive damage to property, or equipment will be asked to remove horse from the barn.

Section 10.04 Any horse deemed dangerous to handle on the ground or under saddle, will be asked to remove horse from the barn.

Section 10.05 Any student not proving proper care for their horse according to College standards will be asked to remove horse from the barn.

Section 10.06 Any student caught repeatedly after hours will be asked to remove their horse from the barn.

Section 10.07 Any student demonstrating insubordinate / inappropriate behavior towards staff, faculty, fellow students or guests will be asked to remove horse from the barn.

Section 10.08 Grievance Process Defined

- (a) First occurrence - Written notification
- (b) Second – Written notification and mandatory meeting with Associate Dean of Equine Studies
- (c) Third – Written notice to leave the property within 10 days/hours.

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.

Student's Signature _____ ****Owner's Signature** _____
Date _____

Associate Dean of Equine Studies Signature _____ **Date** _____

* To be considered for a stall reservation, please send a \$100.00 stall deposit, along with this signed contract and the "Refund Schedule 2009-2010" to the address below. You will receive a copy of this contract as well as a Stall Confirmation form when you have been approved for a stall.

** If Owner is not the student.

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 Student 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. The student 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.*

Updated: 2/09