

Congressional Polo Club

BOARDING AGREEMENT

THIS BOARDING AGREEMENT ("Agreement") is made by and between Congressional Polo, LLC d/b/a Congressional Polo Club ("CPC"), and _____ ("Boarder"). CPC and Boarder desire to enter into this Agreement for the boarding of an equine ("equine" is defined as a horse or pony) upon the terms and conditions contained below and hereby agree to be legally bound.

1. Location, Fees, and Terms.

(a) Location. Congressional Polo Club is a licensed equine boarding facility at 14460 Hughes Road, Poolesville, in Montgomery County, Maryland. Any reference to the premises of CPC shall be construed to include only the real property and buildings located at the address so noted and which are used for CPC's equine business and operation.

(b) Duration. This Agreement is on a continuing basis, month-to-month, until notice of termination by either CPC or Boarder, and shall commence on _____. It is expressly understood that all fees for boarding and services must be paid in full prior to Boarder removing the equine from the premises. Boarding beginning on a date other than the first of the month may be prorated with management consent.

(c) Delivery of Equine to Premises. All equines brought onto the premises shall be observed for any health or behavioral issues for a minimum of ten (10) days and may, at the discretion of management, be quarantined during this time period. All health certificates, including a negative Coggins test and vaccination records, must be received by CPC prior to equine's arrival on premises.

(d) Boarding Fees. Boarding fees are non-refundable. The boarding fee shall be paid by Boarder in advance of the first day of each month. Boarding includes use and access to assigned pastures/paddocks, run-in sheds, fields, assigned storage areas and common areas of the facility, shared by the use of CPC or any other boarder.

Stall Board \$595/month

Field Board \$395/month

Boarding fees are subject to change at CPC's discretion with thirty (30) days' written notice provided to Boarder and shall *not* be construed as a material change to this Agreement. Management retains the right to assign stalls and pastures.

(e) Security Deposit. A security deposit in the amount of \$0_____per equine is required prior to commencement of services. The security deposit shall be held by CPC without liability of interest and as security for the performance by Boarder for the terms and conditions contained in this Agreement. It is expressly understood that the security deposit *is not considered as an advance payment of boarding fees or a measure of damages* in the case of default by Boarder. CPC may commingle such funds with other accounts, but shall keep a strict accounting of all security deposits received. The security deposit shall be returned to the Boarder within fifteen (15) days following termination of this Agreement, minus any funds withheld for damage to premises by equine or Boarder. A list comprising the damages and costs shall be provided to Owner within fifteen (15) days following termination of this Agreement.

(f) Special Services. Boarder agrees to pay for any and all special services, including but not limited to farrier, veterinarian, dental, or lesson fees as may be invoiced. Special services are due and payable upon presentation of invoice.

(g) Payment Methods. When invoiced, payment may be made by credit card via Online Invoice or by check made payable to "Congressional Polo, LLC" and sent directly to: Congressional polo, LLC, 2101 Gaither Rd, Suite 510, Rockville, Maryland 20850.

(h) Service Fees and Late Charges. If for any reason CPC is required to initiate any attempts to collect sums that are owed, Boarder also will be required to pay all attorney's fees and costs for collection including court costs, pre- and post-judgment interest and other related expenses. In the event payment is in arrears by thirty (30)

days or more, CPC shall, at its discretion, exercise their right to exert a lien against said equine in compliance with §16-401 of the Commercial Law Annotated Code of Maryland (**See Paragraph #9**).

(1) **Bank Fees.** Boarder shall be liable for bank fees incurred for dishonored checks. A service fee of \$35.00 shall be charged in addition to fees owed for boarding, special services and lesson/training services.

(2) **Late Fees.** A late fee of Twenty-Five Dollars (\$25.00) is applied to accounts more than five (5) days overdue.

(3) **Interest Penalty.** Additionally, interest on any unpaid boarding and late fees shall accrue at the rate of 1.5% per month (18% per annum) until paid in full. Other charges due under this agreement shall also be subject to the interest penalty.

(i) **Early Termination.** CPC reserves the right to terminate this Agreement upon notification to Boarder within fifteen (15) days of the equine's arrival if the equine, in CPC's opinion is deemed to be dangerous or undesirable for CPC's establishment. In such case, Boarder shall be solely responsible for removing the equine within seven (7) days of said notice. Damages to property, person, or other animals caused by said equine and other fees incurred shall be the responsibility of the Boarder. (**See Paragraph #13** for termination terms and conditions.)

2. Description of Equine.

EQUINE'S REGISTERED NAME: _____

"BARN" NAME: _____

AGE: _____ Date of Birth: _____ Filly/Mare Gelding Stallion

SIRE: _____ DAM: _____

BREED: _____

COLOR & MARKINGS: _____

REGISTRATION#, TATTOO#, BRAND, FREEZE MARK or MICROCHIP #: _____

NOTE: This Agreement shall constitute a *Bill of Sale* in the event CPC exercises the right of livestock lien as described in Paragraph #9.

3. Ownership. Boarder represents and warrants to CPC that he/she is the owner of the equine free and clear of all liens and encumbrances whatsoever. If Boarder does not have or retain full ownership of said equine, Boarder is obligated to notify all other interest holders of this Agreement and secure their approval by written signature of the terms and conditions contained herein. Boarder agrees to notify CPC of a sale of all or any interest in the equine within seven (7) days after such event occurs. Notwithstanding a sale of all or any interest in the equine, the Boarder shall remain fully bound by the terms of this agreement, unless otherwise indicated in writing signed by both parties.

If Boarder is leasing said equine, a copy of the lease agreement between the equine's owner and Boarder must be provided to CPC. Boarder is responsible for notifying the owner of the terms and conditions of this Agreement.

4. Care, Facilities, Services and Property Storage.

(a) **Care.** Horses are managed "herd" style and turned out daily (unless severe, inclement weather) in small groups (usually 2-5 per paddock). CPC agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the equine. Boarder acknowledges he/she

has inspected the facilities and finds same in safe and proper order.

(b) Operational Hours. The facility hours of operation are 7:00 a.m. to 9:00 p.m. Exceptions will be made if an emergency requires the Boarder to be on the premises for the care of their equine.

(c) Services. The standard services included in the boarding fee are as follows:

Stall Board

- 10x10 stall(approx), cleaned daily (shavings); daily turnout
- Fresh water; and salt block (in paddocks)
- Grain fed 2x daily
- Hay (as needed)
- Oral Meds/Supplements (vet/boarder provided)
- Blanketing, fly masks, muzzles (boarder provided)

Field Board

- Fresh water; and salt block (in paddocks)
- Grain fed 2x daily
- Hay (as needed)
- Oral Meds/Supplements (vet/boarder provided)
- Blanketing, fly masks, muzzles (boarder provided)

Lay-Up for Field Board

- A daily charge of \$20.00 will be assessed for field board horses requiring the use of a stall (if available)

(d) Wash Racks. CPC provides a wash rack for boarders' use. Boarder is responsible for the use of the equipment and clean-up of wash rack area after each and every use.

(e) Property Storage/Tack Room. Boarder may store certain tack and equipment on the premises of CPC at no additional charge. CPC shall assign location of storage for Boarder's use. CPC shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at CPC as same is stored at the Boarder's risk, or for any tack or equipment taken off premises to matches, clinics, shows, or other events. Additionally, vehicles stored upon the premises will be subject to a \$50/monthly storage cost.

5. Exercise and Other Services.

(a) Exercise. Boarder is responsible for the exercise of the equine.

(b) Training/Lessons. Non-CPC instructors and trainers are required to provide certificate of insurance prior to providing services on the premises. Boarder is responsible for informing their instructor/trainer of requirement.

(c) Matches, Lessons, and Special Events. Polo matches, lessons, and special events are held from time to time at the facility. Such scheduled events have priority for use of the facility. A schedule of events will be posted. Boarders are requested to schedule their ride times around these events.

(d) Additional Services. Additional services are available through CPC. See "Price & Fee Schedule" for services and applicable fees.

6. General Health Care. All equines are to be up to date on vaccinations, veterinarian, and farrier care. Boarder is financially responsible for the health maintenance of said equine, including, but not limited to, regular vaccinations, farrier care, and dental care. In the event Boarder fails to provide adequate health care per this Agreement or fails to provide documentation of such services, CPC is authorized to engage a licensed veterinarian or farrier to perform such services. CPC shall provide Boarder with three (3) days' advance notice for failure to comply. In the event CPC must arrange for veterinarian, dental, or farrier care of the equine, Boarder may be billed directly by service provider or invoiced by CPC. All expenses associated with such services (including staff attendance) shall be paid by Boarder within ten (10) days' receipt of invoice.

(a) Coggins Test. Boarder shall provide satisfactory proof of a negative Coggins test (Equine Infectious Anemia) to CPC prior to the time of delivery of the equine to the premises and annually, thereafter. Coggins test expenses shall be the obligation of the Boarder.

(b) Health Records and Services. Boarder agrees to provide CPC with all health records with regard to the equine. Health care service expenses shall be the obligation of the Boarder.

(c) Current Vaccinations. Boarder agrees to have the equine vaccinated on a regular schedule and to provide satisfactory proof of past vaccinations to CPC upon arrival of equine to facility. In the event vaccinations are

not accomplished and proof of vaccination is not presented to CPC within fifteen (15) days from the date of arrival, CPC is authorized to arrange for such treatment. Annual and bi-annual vaccination expenses shall be the obligation of the Boarder. **Required vaccinations:** Rabies; Influenza; Rhinopneumonitis; Tetanus; West Niles Virus; Potomac Fever; and Eastern and Western Equine Encephalitis. **Suggested vaccinations:** Strangles and Botulism.

(d) Worming Program. Boarder agrees the equine shall be wormed on a regular schedule at the Boarder's expense. All equines are to be dewormed every two (2) months, consistent with CPC's deworming program. Boarder is responsible to provide proof of deworming upon request.

(e) Supplements. Boarder must provide pre-packaged SmartPak system (or similar packaging) supplements for staff administration if required.

(f) Other Health Care Services. Boarder must provide regular dental and farrier care of said equine. Additionally, Boarder may arrange for specialty services (i.e. massage, bodywork, etc.) and shall be financially responsible for all such services. If notified, CPC will leave your horse in for veterinarian, farrier, and specialty services at no charge.

7. Emergency Care. Owner agrees to provide CPC with a contact number at all times whether Boarder is within or outside the State of Maryland. CPC agrees to attempt to contact Boarder should CPC feel that medical treatment is needed for said equine, but, if CPC is unable to contact Boarder within a reasonable and prudent time, CPC is authorized by Boarder to secure emergency veterinary care required for the health and well-being of said equine. Boarder hereby authorizes CPC, as his/her agent, to contact a veterinarian of CPC's choosing to attend to and treat said equine. Boarder agrees to be solely responsible for all risks and costs involved in such treatment. Boarder shall also be responsible for payment of CPC's personnel who may be required to assist in the event of any such illness or injury. In the event of colic or other life-threatening illness, condition, or injury, Boarder directs CPC as indicated below.

Boarder hereby instructs CPC and the attending veterinarian that the horse described herein _____ (is or is not) considered a surgical candidate in the event of colic or other life-threatening illness or injury.

Boarder's initials: _____

Boarder hereby authorizes the transportation of horse, if recommended by attending veterinarian, to:

- Marion DuPont Scott Equine Medical Center, Leesburg, VA
- Piedmont Equine Practice, Marshall, VA
- Spurlocks Equine Associates, Lovettsville, VA

In the event of a life-threatening illness or injury and the attending veterinarian has determined extraordinary measures, such as surgery, would not extend the quality of life for the horse, Boarder authorizes attending veterinarian to euthanize the animal to relieve ongoing suffering. Boarder releases the attending veterinarian(s) and CPC from any liability for this action.

Authorize euthanization as noted above YES NO

Boarder's initials: _____

In the event of the death of the horse, Boarder authorizes CPC to arrange the following:

- Necropsy** (if death occurs at veterinarian clinic/hospital)
- Removal by** _____
- Removal and cremation by** _____

Boarder shall be solely responsible for all costs involved and shall be billed directly by the provider.

Boarder's initials: _____

8. Risk of Loss, Insurance and Disclosure.

(a) **Risk of Loss.** During the time that the equine is in custody of CPC, CPC shall not be liable for any sickness, disease, theft, stray, death or injury which may be suffered by the equine or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said equine, except in the event of negligence on the part of CPC or its agents. This includes, but is not limited to, any personal injury or disability the equine may receive while on CPC's premises.

(b) **Insurance.** CPC shall not be responsible for any loss, injury, or death of said equine from any cause whatsoever other than that due to gross negligence of CPC, its agents or employees. CPC is not responsible for the damage, loss, or theft of Boarder's personal property brought onto CPC's premises. Boarder is solely responsible for such property, including but not limited to, saddles, bridles, tack, equipment or accessories, personal vehicles, and trailers. Boarders are encouraged to carry a personal liability policy (check with your homeowner's insurance carrier) and are advised to carry mortality, major medical and surgical insurance on said horse. All costs, no matter how catastrophic, connected with boarding at this facility are the sole responsibility of the Boarder.

(b) **Disclosure of Equine's Traits and Behavior.** Boarder further agrees to disclose any and all hazardous or dangerous propensities of Boarder's equine boarded with CPC. If said equine becomes dangerous to either life or property, CPC reserves the right to immediately terminate this Agreement and, at Boarder's expense, to make the equine available for possession by the Boarder. In such case, the equine shall be removed by the Boarder within five (5) days of said notice.

(e) **Equipment or Facility Damage.** Damage of equipment or to the facility by horses, visitors, family members, and employees of the Boarder are the sole responsibility of the Boarder. Property damage includes, but is not limited to, excessive cribbing, boards pulled away from walls, large strips of wood missing or large holes in stall walls, and/or excessive kicking of stall doors/walls. All damage beyond normal "wear and tear" is the responsibility of Boarder and payment made for replacement of boards. Other damage made to cross ties on aisles, buckets, or other CPC owned property is the responsibility of Boarder. Boarders will be invoiced for all repairs and replacement work, including labor, of damaged items.

9. Right of Livestock Lien. The Boarder is put on notice that CPC has a right of lien as set forth in §16-401 of the Commercial Law Annotated Code of Maryland, for the amount due for board and keep of such equine and other related maintenance fees and costs, including service and late fees. CPC shall have the right, without process of law, to retain said equine until the amount of indebtedness is discharged.

In the event CPC exercises its lien rights as described above for non-payment, this agreement shall constitute a **Bill of Sale** and authorization to process transfer applications from any breed registration as may be applicable to said equine upon affidavit by CPC's representative(s) setting forth the material facts of the default and foreclosure as well as CPC's compliance with lien procedures as set forth in §16-401 of the Commercial Law Annotated Code of Maryland.

In the event a lien sale does not result in the full collection of debt due and applicable fees as set forth in §16-401 of the Commercial Law Annotated Code of Maryland, Boarder shall be liable for the balance of the amount due. In the event collection of this account is turned over to an attorney, Boarder agrees to pay all attorney's fees, collection and/or court costs, and other related expenses.

Boarder hereby acknowledges he/she has read and understands CPC's right of lien. **Boarder's initials:** _____

10. Assumption of Risk, Hold Harmless and Indemnification.

(a) **Assumption of Risk.** Boarder acknowledges that he/she voluntarily participates in various equestrian activities on the premises of CPC and accepts the risks inherent with those activities. Furthermore, the transportation of said equine on equipment owned and/or operated by CPC is provided for Boarder's convenience. Boarder assumes all risks and responsibilities for injury and/or death of said equine when transported by CPC, or any of its agents.

(b) Hold Harmless. Boarder understands that there are inherent risks associated with equine activities to Boarder, CPC, persons and animals upon the premises and to property incidental to boarding equines at CPC. Boarder has received, read, and signed a "Participant Agreement." Therefore, it is agreed, as one of the material considerations and inducements for CPC boarding the equine, the Boarder hereby releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage, of whatsoever kind, nature or description, to Boarder or Boarder's property or to the person or property of another, as a result of, or arising out of the boarding of the equine and through this Agreement. Boarder further agrees to release and hold CPC harmless from all loss occasioned by fire, theft, vandalism, terrorism, lightning, floods and/or other acts of God.

(c) Indemnification. Further, the Boarder agrees to indemnify and hold CPC harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities and losses that CPC might incur as a consequence of entering into this Agreement and having boarded the Boarder's equine. Boarder is solely responsible for any injury, damage, or death caused to persons or property (including other animals) caused by or resulting from any action of Boarder or Boarder's equine while on CPC.

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| Boarder hereby acknowledges and agrees to indemnify and hold harmless CPC and CPC's employees, representatives, and agents. Boarder's initials: _____ |
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11. Use or Release of Equine to Third Party.

(a) Removal. In the event someone other than the Boarder shall call for the equine, Boarder shall give prior written notification to CPC of any arrangements for any person to call for the equine. CPC shall not release the equine to any one, other than the Boarder, without prior notification.

(b) Use. In Boarder's absence, no one shall be authorized to ride Boarder's equine without Boarder's prior written authorization presented to CPC detailing date(s) of use and name(s) of person(s) authorized to ride. Boarder assumes all risk of loss and injury resulting from such persons riding said animal.

12. Transportation. Boarder shall be solely responsible for any costs and/or damages associated with transporting said equine using equipment other than Boarder's trailer. The transportation of said equine on equipment owned by CPC, or any employee of CPC is provided as a convenience for Boarder. Boarder agrees to release and hold harmless CPC, its agents, employees, and staff from any injury or death of said animal during transportation or as a result of transportation.

13. Changes, Default, Termination, and Notice.

(a) Changes. Any modifications or additions must be in writing and signed by both parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by both parties.

(b) Default. Either party may terminate this Agreement for failure of the other party to meet any material terms of this agreement. In the case of any default or breach by one party, the other party shall have the right to recover attorney's fees and court costs as a result of said default.

(c) Termination.

(i) Boarder. Boarder agrees that thirty (30) days notice shall be given to CPC as to the termination of this Agreement. Early termination of this Agreement does not relieve Boarder of fees due for the remaining term of Agreement unless otherwise agreed by CPC or for any fees past due and owing. *Said equine shall not be removed until all fees are paid in full.*

(ii) CPC. CPC reserves the right of immediate termination for **(a)** failure of Boarder to pay in full all fees and charges within a thirty-day billing cycle, **(b)** if said equine develops undesirable behaviors that are not conducive to CPC operations or it becomes dangerous to either life or property, or **(c)** for any cause, including but not limited to, CPC's belief that Boarder has contributed to or created disruption or disharmony of CPC operations.

(d) Notice. Any notice under this Agreement shall be addressed in writing to the parties by certified mail or other means of verifiable notice to the recipient at its address set forth below. Parties are responsible for notification of any change of contact information and such changes shall be in writing.

14. Rules and Regulations. Boarder acknowledges CPC operates its Polo Academy program and boarding operations on the principle of “safety first.” Boarder agrees to abide by all the rules and regulations of CPC.

Boarder hereby acknowledges receipt of CPC’s Rules & Regulations.

Boarder’s initials: _____

15. Limitation of Actions and Resolution of Disputes.

(a) Limitation of Action. Any action or claim brought for breach of this agreement or for loss or claims due to negligence (ordinary and gross) must be brought within one (1) year of the date such claim or loss occurs.

(b) Mediation. CPC and Boarder mutually agree that, prior to formal litigation, any and all disputes arising in connection with this agreement or claims of loss due to negligence shall be addressed in one or more mediation sessions conducted by a certified Mediator. Boarder shall select a mediator familiar with equines and equine activities from a list acceptable to CPC. Such mediation shall take place in a location reasonably convenient to both parties. The party initiating such mediation shall bear the costs of mediation. ***Excluded from mediation shall be CPC’s right of livestock lien in compliance with §16-401 of the Commercial Law Annotated Code of Maryland.***

(c) Litigation. In the event a dispute between CPC and Boarder is not resolved by mediation and litigation ensues, the prevailing party shall be entitled to all costs associated with bringing suit or defending against a suit, including but not limited to, court costs, reasonable attorney fees, and mediation fees. Both parties agree to waive their right to jury trial.

16. Assignment. This Agreement cannot be assigned by the Boarder without the express written consent of CPC.

17. Applicable Law and Venue. The parties agree that the laws and jurisdiction of the State of Maryland govern this Agreement. Litigated disputes shall be brought forth in a court of competent jurisdiction in Montgomery County, Maryland. The parties agree to waive the right to a jury trial.

18. Entire Agreement. This Agreement constitutes the sole and entire agreement between CPC and Boarder and supersedes all prior agreements, negotiations, and discussions between the parties, with respect to the subject matter of this agreement. The failure of either party to strictly enforce the provisions of this Agreement shall not constitute a waiver or bar future demands for strict compliance with the terms and conditions contained herein.

19. Severability. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement; rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

**[THIS PORTION INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

SIGNATURE PAGE

Equine's Name: _____

This Agreement may be signed in two parts, but shall be construed as one whole contract, and shall be held valid from the latest date of the two. Facsimile signatures shall be accepted as an original signature.

EXECUTED on this _____ day of _____, 20____ at Poolesville, MD by CPC agent.

EXECUTED on this _____ day of _____, 20____ at _____ by Boarder.

Congressional Polo Club ("CPC"):

Signature of Agent

Print Name

Title of Agent

14460 Hughes Road
Poolesville, MD

Congressional Polo, LLC
2101 Gaither Road, Suite 510
Rockville, MD 20850

info@Congressionalpolo.com

www.Congressionalpolo.com
(301)675-9551

BOARDER (or Authorized Agent):

Signature

Print Name

Street Address

City, State, Zip Code

Email Address

Telephone-home

Telephone-cellular

Alternate telephone