

THIS AGREEMENT LIMITS THE LIABILITY OF THE STATE UNIVERSITY OF NEW YORK COLLEGE OF AGRICULTURE AND TECHNOLOGY – MORRISVILLE, NEW YORK 13408

PLEASE READ CAREFULLY

HORSE BOARDING & STALLION BOOKING AGREEMENT

THIS AGREEMENT between the **STATE UNIVERSITY OF NEW YORK COLLEGE OF AGRICULTURE & TECHNOLOGY AT MORRISVILLE**, hereinafter referred to as "College", and:

Name: _____

Address: _____

Telephone: _____ Business: _____

Hereinafter referred to as the "**Owner**".

WHEREAS, Owner requires boarding facilities and/or training and/or breeding for a certain horse, and

WHEREAS, the College has facilities for boarding, breaking, training and breeding a limited number of horses;

THEREFORE, the parties agree to the following terms and conditions:

1. **IDENTIFICATION OF THE ANIMAL** The animal covered by this Agreement is identified as follows:

Name: _____

Registration No. : _____

Age: _____ Color: _____ Breed: _____

2. **DELIVERY AND RIGHT TO REJECT** The animal shall be delivered by Owner, at Owner's expense, to the College. The College reserves the right to reject any horse.

3. **TERM** The animal shall be boarded at the Morrisville College Stable beginning _____, _____. This Agreement shall be for a day to day term and may be terminated by either party upon twenty-four (24) hours written or oral notice.

4. **COMPENSATION** Owner shall make payable to Morrisville College Foundation, the sum of _____ Dollars (\$ _____) per day. Payment shall be made in full, prior to release of the animal. Subject to sales tax where applicable. If any charges due and owing in any given month are not paid on or before the first day of the succeeding month, the owner hereby authorizes the College to add to said owner's account an interest charge of 2% per month.

5. **SERVICES** The College shall provide feed and water for the animal and provide care for the animal according to good animal husbandry techniques.

6. **OWNER'S ACCESS TO THE ANIMAL** Owner shall have the right of access to the animal during normal College business hours, Monday through Friday, and at other reasonable times that may need to be scheduled with the Stable Staff.

7. **OWNER WILL BE RESPONSIBLE FOR ALL VETERINARY FEES AND RELATED EXPENSES** Veterinary fees and costs and the cost of any medicines, drugs or related items shall be paid by Owner, and the Owner shall indemnify and hold the College harmless from any liability for any such expenses. In the event of illness or injury to the animal, the college will promptly notify Owner. If Owner cannot be reached within a reasonable time, the College may obtain veterinary services for the animal, but will do so only as agent of the Owner and the Owner will still be responsible for direct payment of all costs and expenses, as set forth.

8. **OWNER WILL PRESENT REQUIRED CERTIFICATES OF PROOF** At the beginning of the term, Owner will present a negative coggins certificate not more than twelve (12) months old, and proof of vaccination against equine rhinopneumonitis, rabies, tetanus, influenza and Eastern and Western encephalomyelitis within the previous three months. If not, vaccinations will be brought up to date at Owner's expense.

9. **BOARD OF FOALS** Foals will be boarded at _____ dollars (\$ _____) per day, on the same terms as set forth in this Agreement, until time of weaning at which time full rate will be charged.

10. **THIS AGREEMENT IS SUBJECT TO THE ACTIVITIES, NEEDS AND PRIORITIES OF THE EQUINE ACADEMIC PROGRAM** It is understood that the Equine facilities are primarily intended for support of the College's educational program in Equine Studies and that this Agreement is subject to the activities and requirements of that program such as student involvement in handling, training, care and other uses in connection with the equine courses.

11. **VALUE OF THE ANIMAL** The Owner is to maintain insurance (Horse Mortality, etc.) on the animal. If there is no insurance, the parties agree that the animal's value shall be up to, but not exceed, One Thousand dollars (\$1,000.00).

12. **OWNER HAS ALL RISK FOR THE ANIMAL** All risk of loss, death, injury or sickness will be upon the Owner. The College will not be liable for any loss, death, injury or sickness of the animal. (It is recommended that Owner maintain Horse Mortality Insurance to protect Owner in the event of loss).

13. **OWNER RESPONSIBLE FOR INJURY OR DAMAGE CAUSED BY THE ANIMAL** The Owner shall hold the College harmless from any liability for the injury or damage to others caused by the said animal.

14. **LIEN FOR ALL CHARGES** The College has a lien upon the animal, pursuant to Section 183 of the Lien Law of the State of New York, for all sums due the College relating to said animal. Said lien may be enforced through a public sale under Article 9 of the Lien Law of the State of New York, or by any other legal remedy.

15. **DEFAULT** In the event Owner fails or refuses to make any payment required by this Agreement within five (5) days after such payment is due, Owner will be in default for purposes of determining the remedies the College may be entitled to under this Agreement or the Laws of the State of New York.

16. **INSURED HORSES** If horse is insured:

Name of Insurer: _____

Policy No.: _____ Telephone.: _____

17. **ATTORNEY FEES AND EXPENSES** If the College incurs attorney fees and/or expenses.

18. **NOTICES** any written notice to be mailed under this Agreement shall be sent by certified mail to the party to be notified at the address stated above, or at such address as the party to be notified shall have directed in writing. In the alternative, written and oral notices may be personally given to the Owner, or to the Chairperson of the Equine Program Area of the Department.

19. **VENUE** The venue of any legal action that either party commences against the other, arising out of this Agreement, shall be in Madison County, New York.

20. **MODIFICATION OR AMENDMENT** The parties agree that no modification or amendment of this Agreement shall be binding unless such modification or amendment is in writing and is duly accepted and executed by Owner and by a duly authorized representative of the College.

21. **JOINT AND SERVERL LIABILITY** In the event the horse is owned by two or more individuals or entities, each individual or entity shall be jointly an serially obligated under this agreement.

22. **AGENTS** Persons acting as agents must file notarized letters of authorization from the owners, stating the agent is acting on their behalf and that said owner will be responsible for all expenses incurred. Failure to comply with this condition will impose personal and financial liability upon such agent with respect to all matters in connection with or arising out of this Agreement.

23. **THIS IS THE ENTIRE UNDERSTANDING** this Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not set forth in this Agreement.

24. **BREEDING** In the event that Owner desires breeding services from the College then the following information must be completed:

Mare owner agrees to breed the mare _____ registration number _____,
Sire _____, dam _____, to the stallion _____
for the fee of \$ _____. The term of this agreement shall be the breeding season of _____.

The following terms apply:

A. It is understood that the College facilities are primarily intended for support of the College's educational program in equine studies. In this regard, students in the program may be involved in the breeding of the mares.

B. A veterinarian selected by the College will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian expenses will be paid by Owner.

C. The College agrees to diligently try to settle the mare; however, if the mare fails to settle, for any reason, Owner will hold the College blameless. Owner agrees to give the College ample opportunity to settle the mare.

D. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance.

E. A "Mating" or "Breeder's" certificate will be issued for the foal, conceived by this mating, when the stallion fee and all other expenses have been paid in full; and, when the mare has either, at the College's option, (A) been pronounced safe in foal by a veterinarian or (B) has produced a live foal by this mating.

F. The College shall not be held liable for the death, sickness and/or accident caused to the mare and/or foal.

G. This contract is not transferable or assignable. Booking is valid only to the mare and owner names and may not be transferred without the express consent of the College. In the event the mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid. Service fees are due and payable when the mare has a live foal, or changes ownership, whichever comes first.

H. There will be a fee of \$ _____ for each mare that is shipped in and trailer bred, and/or each package of semen prepared for shipping.

IN WITNESS WHEREOF, the parties have hereto executed this agreement first written above.

STATE UNIVERSITY OF NEW YORK
COLLEGE OF AGRICULTURE & TECHNOLOGY AT MORRISVILLE
School of Agriculture and Natural Resources

By: _____ Dated: _____
Dean, School of Agriculture and Natural Resources

By: _____ Dated: _____
Owner