

Tammy Mattingly, Stable Manager 301-616-4681

### **BARN RULES AND PROCEDURES:**

### The Farm:

- 1. **Hours of operation:** You may visit your horse at any time of the day, I just ask that if you are coming out past 10:00 p.m. shoot me a text and let me know you are here.
- 2. If a gate is open, leave it open...If a gate is closed, leave it closed after you pass through.
- Due to regulations written into my liability insurance policy, no outside dogs are permitted to run loose on stable property. Your dog may either stay in your vehicle or MUST BE ON A LEASH AT ALL TIMES. No dogs allowed in barn, arenas, or near other customers, even on a leash.
- 4. No smoking is allowed **ON ANY PART** of the farm.
- 5. While discipline may be necessary, physical ABUSE of any horse will not be tolerated.
- 6. Parents are responsible for all minor children. Unattended children not allowed.
- 7. Boarders are responsible for their guests. All guests are expected to follow all of our rules and procedures.
- 8. Please report any unsafe conditions.
- 9. We reserve the right to refuse services to anyone.

## The Horses:

- 1. You are responsible for the safety of your horse(s) while you are on the premises with them.
- 2. All horses are required to maintain current vaccinations. Mandatory: Rabies, EWT, and Coggins
- 3. Quest Plus is done twice yearly (spring/fall) If you are not on a wellness plan the cost will be \$20.00 per horse.
- 4. Cribbers must wear collars or cribbing straps when in stall.
- 5. Please inform us of any vices your horses may have (kickers, biters, etc.).
- 6. Guest horses are allowed by pre-arrangement only. Guests must have proof of negative Coggins test and current vaccinations prior to unloading on premises.
- 7. Every horse deserves a treat now and then....however, please do not give them in front of other horses. Don't feed anything to horses not belonging to you.
- 8. No Stallions.
- 9. All horses must be groomed regularly by their owners, if not we will groom as needed at a cost of \$20.00 per time.
- 10. Foals over 5 months of age will be charged regular board.
- 11. Regular farrier service is mandatory as needed. Therefore, if you desire to have your horse shod or trimmed by the stable farrier and can not be present to attend your own horse, a charge of \$5.00 per horse for trim and \$10.00 for horses shod will be applied for us to catch/hold your horse in your absences.
- 12. You are welcome to schedule your own farrier appointments with any farrier of your choice provided that you understand that we will not be responsible for catching and securing your horse. It is highly recommended that you be present when your farrier is working with your horse.
- 13. A \$15.00 holding charge will be applied for all veterinarian and dental care.
- 14. Any horse that becomes dangerous for us to handle will not be eligible for this service.
- 15. If you own a gelding please pay close attention to his sheath. It is your responsibility to clean and care for that area.
- 16. Pasture boarders who bring their horse into the barn for grooming/tacking **ARE NOT** permitted to put their horse in any stall belonging to a full boarder!!!
- 17. You are not permitted to feed extra hay to your horse without permission.
- 18. Any damage caused by your horse will be charged to you.
- Do not leave tied horses unsupervised.
- 20. Please don't clean your dirty brushes off on the stall fronts.

- 21. Practice common courtesy and always clean up after your horse when you are here.
- 22. No grooming, feeding, or hoof cleaning is permitted in the indoor riding arena.
- 23. Absolutely NO WATER OR HAY is allowed in the indoor arena. This will destroy the dust product recently applied.

#### **Blankets:**

- 1. Blankets are a personal choice depending on your preference and the tolerance of cold by your horse. Unless otherwise stated, we will decide when they should be blanketed. We will check full boarders blankets daily for rubs, fit, comfort and wear. We will make minor adjustments needed in order for your horse to remain safe while blanketed. BSS does not provide the blankets.
- 2. There is **no charge** for full boarders who request that we blanket a horse. A charge of \$10.00 will be assessed for all pasture boarders needing blanketed by us. We need 5 hour notice for any changes to your horses blanketing.
- 3. Blankets must be in working order. BSS will not be held responsible for the fit of your blanket if there are parts missing or blanket is in need or repair.
- 4. It will be the OWNERS decision as to when you want the blanket removed from your horse.
- 5. Please note that it is the OWNERS responsibility to remove the blanket **no less then once a month** for grooming and to access body condition.
- 6. Once winter is over I suggest your take your blankets home and hang them where they can air out and not mold. I will not be providing blanket racks for year round storage.

# Riding and the Arenas, Trails and Round Pen:

- NO ONE may ride or handle horses on the premises without signing our liability waiver.
- 2. It is STRONGLY suggested that all riders wear approved, safety headgear.
- 3. All riders under 18 MUST wear approved, safety headgear when mounted.
- 4. No riding double.
- 5. No riders under the age of six without the supervision of instructor or parent.
- 6. **No lunging** in an arena when other riders are present without rider permission.
- 7. Call "inside" or "outside" when passing other riders in the arena.
- 8. Please be advised there may be groundhog holes on or along the trails. Please report holes you encounter immediately.
- 9. You are welcome to use any of our arena equipment; however we ask that you put it back where you found it.
- 10. ALL RIDERS MUST STAY ON TRAILS ONLY or you will lose trail riding privilege.
- 11. No trail riding when the ground is saturated and soggy.
- 12. Keep in mind that you may encounter dogs, 4-wheelers, snowmobiles, wildlife, cows, etc. while trail riding.
- 13. The in-door arena is for **RIDING AND TRAINING** only. It is not the place to turn your horse loose to simply run and buck at will.
- 14. Lunge your horse either in the round pen or on a lunge line. No free lunging (unless your horse is trained to do so) in the open arena. Again NO LUNGING if there are people riding.
- 15. Sliding arena doors MUST be locked in place when both open and closed.
- 16. Do not walk your horse in through any "human" entry door.
- 17. Do not lunge your horse so aggressively that they end up crashing into the gates of the round pen. This causes damage to both the gates and your horse.
- 18. The only time you can cross the bridge off Norris Welch Road onto my parent's farm is when I am riding with you. NO EXCEPTIONS!!

#### **Special needs:**

- 1. Any pasture boarded horse that is in need of daily medication, supplements, or special grain will be charged an additional cost of \$25.00 monthly for us to take the extra time needed each day to ensure that these horses are getting the chance to eat all their grain themselves.
- 2. There will be **no charge** for minor care of injury if owner supplies medication and instruction. However, more complicated procedures will incur charges subject to the amount of time needed to properly care for horse.

- 3. Pasture boarded horses needing to be stalled for injury will be charged an additional \$5.00 per day. You may opt to change over to full boarding at the current full board rate if injury will be long term but must do so for one full month to avoid the daily cost.
- 4. If you pasture board and wish for your horse to be stalled over night due to inclement weather, the daily cost will be \$10.00 per day (24 hour period). This service will only be available if we have empty stalls at the time of your request.
- 5. Any horse that requires more then the normal amount of daily hay/grain that we provide in order to maintain desired body weight will be charged an additional \$25.00 per month.
- 6. Boarders will be charged a restocking fee for any medicine & medical supplies used for your horse.
- 7. If you take your horse away from the stable for any reason you will still be responsible for your monthly board. There will be no reduced rate for the time you are gone.
- 8. Horses returning to the stable after being at training in a different barn will be treated as any new horse coming onto the property. This is a precautionary measure to ensure the health of all horses.

#### **Miscellaneous:**

- 1. Outside trainers/instructors are welcome as long as they do not interfere with other lessons/riders. They must pay a ring fee of \$20.00 per each lesson/instruction given. They also need to provide a copy of their liability insurance and sign a BSS liability waiver. It is your responsibility to make sure your trainer/instructor is aware of this rule.
- Full Boarders entitled to ONE saddle rack per boarded horse at no charge. Pasture boarders are permitted one saddle rack only regardless of the amount of horses boarded.
- 3. A grooming tote is allowed in tack room, all other "stuff" is prohibited. Our tack room is not a storage area.
- 4. Boarders are responsible for the care and maintenance of their tack.
- 5. You are free to bring your own drinks/food and store it in the refrigerator but mark your drinks clearly so others don't mistake them for drinks to purchase.
- 6. No boarder is allowed to put more shaving in their stall without approval. Please, if you want to supply extra bedding for your horse it MUST be the same brand we are using or there will be an extra charge for cleaning.
- 7. No kids are allowed to climb or sit on our farm machinery.
- 8. Boarding statements are mailed out at the beginning of each month. A complete break down of all charges and any events or important information is on the bottom to keep you informed of all that is going on.

Broken Spoke Stable welcomes all riders regardless of ability and discipline. But our specialty caters to those horse enthusiasts who love spending time in the saddle out on the trail. We believe that horses thrive better when allowed to be out doors as much as possible and as weather permits. We have nearly 120 acres plus surrounding land we can ride on. We are continually improving our barns, pastures, and property. We believe that there is always something new to learn when dealing with horses but unless you are asked, please keep your advice to yourself. We want the time you spend at our stable with your horse to be relaxing and enjoyable. I have been a boarder myself and have tried to take all my past experiences and learn from them. That is why at Broken Spoke Stable all horses will be treated the same way I would treat my own horses. The best way to solve any problem that may arise is to come directly to me so we can find a suitable resolve. Respect for our horses and respect toward each other is expected from everyone.

Tammy &. Mattingly, Owner

## **Boarding Options and Costs**

#### PASTURE BOARDING: \$225.00 monthly

**INCLUDES:** Fresh water daily, run in shed, hay during winter/drought, fly masks put on/taken off if provided by owner. Use of all trails and arenas. No hind shoes permitted. Horses wormed spring and fall with Quest Plus mandatory at a cost of \$20.00 unless on Veterinary Wellness Plan. Farrier appointments as described in barn rules and procedures, provided at your expense or you may schedule your own appointments.

#### FULL BOARD: \$350.00 monthly

INCLUDES: 1 personal stall in any of our barns with availability. Morning/evening feeding of hay/grain (Up to 2 pounds of sweet feed once daily if using stable grain) and fresh water. Nightly check and water topped off. Daily stall cleaning and turn out as weather permits. Worming spring and fall with Quest Plus is mandatory at a cost of \$20.00 unless on Veterinary Wellness Plan. Farrier appointments as described in barn rules and procedures (Cost of all farrier work is the full responsibility of boarder and will be billed with your monthly invoice). No hind shoes on any horses turned out with others. Any fly masks/blankets will be put on and taken off by us if provided by boarder. Use of all trails and arenas. Any horse over 1,200 pounds or hard keepers requiring extra hay will be charged \$25.00 more a month.

# BROKEN SPOKE STABLE, LLC BOARDING CONTRACT

| WITNESS THIS AGREEMENT this                                                                                                                   | day of                 | in the year                 | , by and between          |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------|---------------------------|
| Broken Spoke Stable, LLC, Oakland, MD he                                                                                                      |                        |                             |                           |
| <del></del> _                                                                                                                                 |                        | , hereinafter referred to a | s "Owner." This agreement |
| applies to all equestrian animals at BSS and                                                                                                  | hereinafter referred   | d to as "Horse"             |                           |
| <b>AUTHORIZATION OF RIDERS:</b> Owner the "BSS Liability Waiver".                                                                             | agrees that no one     | will be allowed to ride any | horse without completing  |
| RULES AND REGULATIONS: The Ownabide by all. BSS reserves the right, at its so handler, or Owner's guests, to obey these rules.                | ole discretion, to ter |                             |                           |
| <b>BOARDING FEE AND TERMS:</b> Owner a and Costs description. The boarding fee is d is overdue by 30 days, BSS shall be entitled choosing is: | lue upon receipt of    | monthly billing statement.  | In the event said payment |
| Pasture Boarding                                                                                                                              | @ \$225.00/mo          | Full Board @ \$35           | 0.00/mo                   |
| Check here if hard keeper or over                                                                                                             | 1,200 pounds (\$2      | 5.00 extra per month for    | additional hay/bedding)   |
|                                                                                                                                               |                        |                             |                           |

**OWNERSHIP-COGGINS TEST/Vaccines:** Owner warrants that he owns/leases the horse and will provide proof satisfactory to BSS of the negative Coggins test and mandatory vaccines upon arrival at stable.

**UNSAFE CONDITIONS:** BBS reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in BBS's opinion, is deemed to be dangerous or undesirable for BBS establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This contract shall be deemed terminated and concluded upon the payment of all fees.

**FEED, FACILITIES, AND SERVICES:** BSS agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. ADDITIONAL CHARGES WILL BE APPLIED TO ANY HORSE WHO REQUIRES MORE THEN THE NORMAL AMOUNT OF HAY/GRAIN RATION TO SATISFY OWNERS CONCERNS ABOUT BODY CONDITION. Owner acknowledges they have inspected the facilities and finds same in safe and proper order. Any supplements/daily medications you desire for your horse to receive need to be provided to us with full instruction on how you want them given. Your horses name needs to be clearly written on container.

**REMOVAL OF HORSE(S) FROM BSS:** Owner agrees to notify BSS prior to removal of horses from premises. In the event someone other than the Owner shall call for the horse(s), Owner must notify BSS prior to removal of said horse(s). During the period a horse is not on the premises, this agreement shall be deemed in force at rates applicable unless an agreement of lease termination has been completed.

**SERVICES:** Farrier and veterinarian services will be regularly scheduled and completed as described in the **Board Options and Costs** description above. All fees shall be the obligation of Owner and will be added to the Owner's monthly invoice. Mountainview Veterinarian offers a Wellness plan that is very beneficial but is not mandatory. You have every right to decide what vaccines your horses receive beyond the mandatory ones we require.

**EMERGENCY CARE:** BSS agrees to attempt to contact Owner should we feel that medical treatment is needed for said horse(s), but, if we are unable to contact Owner, BSS is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of your horse. All costs of such care incurred is the full responsibility of horse owner. We will never permit any horse to suffer from any injury or health concern that could save your horses life.

\*\*\*BSS SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS BSS IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE IS NOT A SURGICAL CANDIDATE.

**DEWORMING AND VACCINATIONS:** Worming and vaccinations are mandatory. Owner agrees to have their horse(s) wormed and vaccinated on a regular schedule and authorizes BSS to arrange for such treatments. These expenses are the obligation of Owner and will be directly billed on your monthly invoice. Twice year deworming with Quest Plus is mandatory even if your horse has a negative fecal egg count.

**MEDICATIONS:** BSS does not profess to be medical professionals and any concerns you may have should be directed to a veterinarian.

**PROPERTY IN STORAGE ON PREMISES:** Owner may store certain tack and equipment on the premises however, we take no responsibility for the theft, loss, damage or disappearance of any tack or equipment.

**BOARDING CONTRACT:** Boarding is on a month per month basis. A 15 day written notice is necessary in the event you desire to break the contract and want reimbursed for any unused time.

**RISK OF LOSS AND STANDARD OF CARE:** During the time that the horse is in the custody of BSS, we shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse, except in the event of negligence on the part of BSS, or it's employees. This includes, but is not limited to, any personal injury or disability the horse owner, or owners' guest, may receive on BSS premises.

**HOLD HARMLESS:** Owner agrees to hold BSS harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend BSS from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with BSS.

| I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS BOARDING CONTRACT |      |  |  |
|---------------------------------------------------------------------------|------|--|--|
|                                                                           |      |  |  |
| SIGNATURE OF BOARDER/OWNER                                                | DATE |  |  |

# **OWNER INFORMATION**

| Owner name:                            |                               | Phone #:                           |
|----------------------------------------|-------------------------------|------------------------------------|
| Address:                               |                               | _ Cell #:                          |
| City:                                  | State:                        | _ Zip:                             |
| Work #: E                              | -Mail address:                |                                    |
| Emergency Contact Name:                |                               | Relationship:                      |
| Emergency Contact numbers: Home:       | Work:                         | Cell:                              |
| HORSE INFORMATION                      |                               |                                    |
| Horse name:                            |                               | _ Breed:                           |
| Age: Color:                            | _ Sex: Brand/T                | Cattoos:                           |
| Supplements: Y - N (Supplied by Owne   | er with horse name & instruct | ions plainly written on container) |
| Medicines: Y - N Dosage:               | Grain: Y - N (full boa        | arders Amount:                     |
| Does the horse have any stable habits, | , mannerisms or temperame     | ent: Y - N                         |
| Explain:                               |                               |                                    |
| Does this horse have any previous me   | dical history: Y - N          |                                    |
| Explain:                               |                               |                                    |
| Preferred Veterinarian Name:           |                               |                                    |
| Office #: (                            | Cell #:                       |                                    |
| My horse: IS - IS NOT a candidate for  | r emergency surgery in the    | event I am unable to be reached.   |
| Last worming date:                     | Worming Product               | used:                              |
| Please attach a copy of all recent ind | oculations and coggins tes    | t.                                 |
| Any other information we should kno    | w about:                      |                                    |

# **Broken Spoke Stable, LLC**

Tammy Mattingly, Stable Manager 301-616-4681

#### LIABILITY RELEASE WAIVER

- 1. The undersigned hereby acknowledges that he has full and complete notice and understanding of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "Risks"), including, but not limited to: (I) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (II) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reactions; (III) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface, both latent and patent; (IV) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, and other debris and obstacles, and any equine activity in connection therewith, may foreseeable or unforeseeable present; (V) the dangers and risks of tack or harness slipping or breaking for whatever reason; (VI) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity, (VII) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason and (VIII) any negligent act or omission by BSS which could result in the death or personal injury of the participant or damage to the participant's property.
- 2. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against BSS for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or to bring any action against BSS in connection therewith; he agrees to INDEMNIFY and DEFEND BSS and each owner from and to HOLD them HARMLESS against any such suit or action, and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks enumerated above.
- 3. The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.
- 4. The Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to BSS.
- 5. To the extend possible, this Agreement shall be construed in such manner as will render it and each provision of it, fully enforceable, but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
- 6. If this Agreement is executed by the undersigned participant for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he is in fact

the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor, participant, his heirs, personal representatives, successor and assigns; and the undersigned participant further agrees that this Agreement shall also be as fully binding on the undersigned participant as if it were entered into solely on his own behalf.

- 7. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participants.
- 8. I HAVE FULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THS FOREGOING EQUINE LIABILITY RELEASE WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE BSS MANAGER, OWNER, EMPLOYEES ADVISE OR EXPLANATION IN CONNECTION THEREWITH.

| Date      | Print Name |  |
|-----------|------------|--|
| Signature |            |  |
|           |            |  |

# **Broken Spoke Stable, LLC**

# PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

I, FOR MYSELF, HAVE BEEN FULLY WARNED AND ADVISED BY:

Tammy Mattingly, Stable Owner/MANAGER: THAT I SHOULD WEAR A PROPERLY FITTED "ASTM/SEI" (EQUESTRIAN STANDARD) HELMET WHILE RIDING HORSES IN ORDER TO REDUCE SOME OR ALL HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. I REALIZE THAT I AM SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH I'M EXPOSING MYSELF PURELY VOLUNTARILY.

AGAINST THIS ADVICE, I AM REFUSING THIS CRITICAL SAFETY PRECAUTION.

| Signature of Adult Rider | Name of Adult Rider (Please Print) | Date |
|--------------------------|------------------------------------|------|

FOR PARTICIPANTS OF MINORITY AGE:
ALL CHILDREN UNDER THE AGE OF 18 MUST WEAR A HELMET OR
THEY CAN NOT RIDE AT ALL.
NO EXCEPTIONS!!!