

Tammy Mattingly, Stable Owner 301-616-4681

BARN RULES AND PROCEDURES:

The Farm:

- 1. **Hours of operation:** You may visit your horse at any time, 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. If you are the last one here then please turn off the lights.
- 2. If a gate is open, leave it open...If a gate is closed, leave it closed after you pass through.
- 3. 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. Horse trailer parking is available however, Broken Spoke Stable is not liable for the security of the trailer or any tack stored in it. Our insurance does not cover your trailer.
- 9. Please report any unsafe conditions.
- 10. We reserve the right to refuse services to anyone.

The Horses:

- 1. You are responsible for the care of your horse(s) while you are with them on the premises.
- 2. All horses are required to maintain current vaccinations.
- 3. Spring/late fall worming is mandatory for all horses unless negative fecal egg count. Cost will be **(current price of product)** per horse and wormer will be purchased and administered by stable personnel. I you want to do this yourself then please provide an empty box for proof that your horse was done. Initial her if you want to take responsibility for your own deworming: ______
- 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 recommended but is not mandatory. 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 \$10.00 per horse for trim and \$15.00 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 \$20.00 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. If you feed your horse hay while grooming YOU are responsible for cleaning up any remaining hay not eaten. Please do not throw hay on the ground outside stable area, put in into the muck bucket. Do not waste hay!!
- 18. Any damage caused by your horse will be charged to you.
- 19. 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.

Blankets:

- Blankets are a personal choice depending on your preference and the tolerance of cold by your horse. It is the
 OWNERS responsibility to decide when they want their horse 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 with horses name somewhere clearly readable. 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. We will decide when to put on/take off blankets unless owner tells us otherwise.
- 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.
- Once winter is over I suggest your take your blankets home and wash and apply new water proofing.

Riding and the Arenas, Trails and Round Pen:

- 1. **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 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. Be mindful of neighbors property. They don't love horses as much as we do and don't want tracks on their property.
- 19. No passing horses in the aisle way!! Pop your horse in a stall and let others pass by.

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.

- 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 \$8.00 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.
- 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 \$25.00 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.
- 2. You are entitled to ONE saddle rack per boarded horse at no charge.
- 3. Please limit the amount of "stuff" you put in the tack room.
- 4. Boarders are responsible for the care and maintenance of their tack.
- 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. We strive to be a drama free facility. If you have questions or concerns about your horse then we ask that you come and speak with either the owner or the barn manager. We will not tolerate trouble makers or those who like to gossip. Please find another barn!!
- 8. During any "Acts of God" situations (draught, wind damage, rain, hail damage, etc.) where weather conditions directly impact our on farm hay crop, each horse could be billed a surcharge for additional hay needed to get through the winter months.
- 9. BSS has a "invitation only" show team. If that is something that interests you then please feel free to talk with us and let us know your goals.
- 10. We are happy to show you our grain barn so you can see for yourself how we handle and mix all the different grains that are used at our facility, however this building is locked and off limits to boarders due to prescription medications we are responsible for.

Broken Spoke Stable welcomes all riders regardless of ability and discipline. 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 ever

Boarding Options and Costs

PASTURE BOARDING: \$250.00 monthly \$275.00 to grain (cost of grain not included)

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 on any horse. Horses wormed twice yearly unless clear fecal egg count, cost of wormer will be included on monthly invoice. Farrier appointments as described in barn rules and procedures, provided at your expense or you may schedule your own appointments.

• FULL BOARD: \$400.00 monthly

INCLUDES: 1 personal stall in either barn with availability. Morning/evening feeding of hay and daily graining (Up to 2 pounds of sweet feed if using stable grain) and fresh water. Nightly check and water topped off. Daily stall cleaning and turn out as weather permits. Worming twice a year and charged on your monthly invoice unless clear fecal egg count. 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 and 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 hereinafter referred to as "BSS" and, hereinafter referred to as "Owner." This agreement applies to all equestrian animals at BSS and hereinafter referred to as "Horse"
applies to all equestrian animals at BSS and hereinafter referred to as "Horse"
AUTHORIZATION OF RIDERS: Owner agrees that <u>no one</u> will be allowed to ride any horse without completing the "BSS Liability Waiver".
RULES AND REGULATIONS: The Owner acknowledges receipt of "BSS Rules and Procedures" and agrees to abide by all. BSS reserves the right, at its sole discretion, to terminate this agreement for failure of Owner, Owners handler, or Owner's guests, to obey these rules.
BOARDING FEE AND TERMS: Owner acknowledges and accepts those terms set forth in the Boarding Options and Costs description. The boarding fee is due upon receipt of monthly billing statement. In the event said payment is overdue by 30 days, BSS shall be entitled to exert a lien against said horse. Failure to pay your monthly board could result in monthly late fee of \$25.00. Legal actions will be filed against any boarder in arrears. No horse behind in board will be allowed to leave the facility until payment is made in full!! The monthly boarding option you are choosing is:
Pasture Boarding \$250.00/mo Pasture board w/grain \$285.00/mo Full Board \$400.00/mo
Check here if hard keeper or over 1,200 pounds (\$25.00 extra per month for additional hay/bedding)
SPECIALITY GRAIN: We recommend that you consider grain that best suits your horse's needs (Senior.

balancer, hay stretcher, rice bran, low carb, etc) not all grain is created equal. We will purchase your grain, pick it up and deliver and bill you on your invoice for no extra cost. Our stable grain does not fill the dietary gaps of most horses. Horses grained once daily only unless aged horse who needs fed more often to survive.

OWNERSHIP-COGGINS TEST: Owner warrants that he owns/leases the horse and will provide proof satisfactory to BSS of the negative Coggins test 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 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.

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 shall be paid by Owner within fifteen (15) days from the date Owner receives invoice.

***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. Negative fecal egg counts are good for 3 months. No deworming product will be given to horses who test negative.

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 BOARDIN	NG CONTRACT:
SIGNATURE OF BOARDER/OWNER	DATE

OWNER INFORMATION

Owner name:			Phone #:
Address:			Cell #:
City:		State:	_ Zip:
Work #:	E-Mail ad	ddress:	
Emergency Contact N	ame:		Relationship:
Emergency Contact nu	imbers: Home:	Work: _	Cell:
HORSE INFORM	IATION		
Horse name:			Breed:
Age: Col	or: Sex:	Brand/	Tattoos:
Supplements: Y - N (S	upplied by Owner with h	orse name & instruc	tions plainly written on container)
Medicines: Y - N D	osage: G	rain: Barn grain	Specialty grain
Instrctions for Specialty gr	ain:		
Does the horse have an	ny stable habits, manne	risms or temperam	ent: Y - N
Explain:			
Does this horse have a	ny previous medical his	story: Y - N	
Explain:			
Preferred Veterinarian	Name:		
Office #:	Cell #: _		
My horse: IS - IS NOT	a candidate for emerg	ency surgery in the	e event I am unable to be reached.
Last worming date:		Worming Product	used:
Please attach a copy	of all recent inoculatio	ns and coggins te	st.
Any other information	we should know about	•	

Broken Spoke Stable, LLC

Tammy Mattingly, Stable Owner 301-616-4681

LIABILITY RELEASE WAIVER (Read and Sign)

- 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		
Print Name Of The Minor I	Participant For Whom Signing, If Any	

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!!!