



4 Mclean Drive South Berwick, ME 03908

triplecstable@gmail.com

www.triplecstable.com

HORSE BOARDING LICENSE AGREEMENT -TRIPLE C STABLE LLC

Horse Owner Name(s): _____

Home Address(es): _____

Business Address(es): _____

Home Telephone #: (____) _____ Work Telephone #: (____) _____

Email: _____

Auto Description/ License #: _____

EMERGENCY Contact/ Telephone #: _____

_____ initials

HORSE INFO #1

Name: _____

Color: _____ Breed: _____ Sex: M or F

Insurer: _____

Coggins: _____

Date last wormed: _____

Shots: _____

HORSE INFO #2

Name: _____

Color: _____ Breed: _____ Sex: M or F

Insurer: _____

Coggins: _____

Date last wormed: _____

Shots: _____

____initials

TERMS/ CONDITIONS

Licensor, Catherine Murphy of Triple C Stables LLC and Freedom Rings, grants Horse Owner a License to use and occupy a stall together with stable facilities in common with others, all subject to the following terms and conditions:

1. License: This Agreement shall create a License for the Horse Owner to use and occupy an assigned stall, and other stable facilities in common with others, and shall not be considered either a Tenancy or a Bailment.
2. Term: The Term of this Agreement shall be indefinite.
3. License Fee: Horse Owner shall pay Licensor a license fee of \$ _____ per month payable in advance on the first day of each month commencing _____. The Horse Owner shall pay Licensor, on signing of this License Agreement, the sum of \$ _____ per month in payment of License Fees. The Horse Owner shall also pay Licensor, a late fee of \$10 per day for every day after the fifth of the month that any monthly license fee remains unpaid. All fees charged by Licensor are subject to change on thirty (30) day advanced notice in writing to Horse Owner.
4. Security Deposit: The Horse Owner shall also pay Licensor on the signing of the License Agreement the sum of \$ _____ to be held by Licensor, without interest as security for the Horse Owner's performance of his obligations under this Agreement. In the event the Horse Owner defaults in respect to any such obligations, whether as to the payment of License Fees or otherwise, Licensor may apply the whole or part of the security so deposited for the caring of such default or in reduction of Licensor, damages arising from such default.
5. Limited Stable Liability: Licensor shall not be liable or responsible for the care or protection of the Horse Owners' Horse, Tack, Equipment, Automobile, Horse Trailer or any other property of this or any description, and shall not be responsible for any loss or damage to the same of any nature. Licensor assumes no responsibilities to the Horse Owner of any nature whatsoever.

Initials _____

6. Horse Owner Liability: The Horse Owner shall be responsible for and agrees to reimburse Licensor for all damages, injuries, losses, costs and expenses, including attorneys' fees which may be suffered or incurred by the Licensor, to the extent that any damage results from the actions or omissions of the Horse Owner, his horse, his employees, guests, invitees, agents or contractors in the use of his assigned horse stall and/ or stable facilities. The Horse Owner shall indemnify, defend and hold Licensor harmless from and against all claims, actions, proceedings, damages and liabilities including attorneys' fees, arising from or connected with the Horse Owner's use and occupancy of his horse stall and/or the stable facilities.
7. Risk of Loss: Horse Owner agrees that during the time his horse is boarded with Licensor, neither the corporation or any of its help, officers, agents, servants or employees, shall be liable for any sickness, disease, thefts, death or injury which may be suffered by the Horse Owner's horse or any other cause of action, whatsoever arising out of or being connected in any way to with the boarding fo said horse. This includes, but is not limited to, any personal injury or disability the Horse Owner's horse may receive while on the premises, including loss arising from the negligence of Licensor and/or its employees. The horse owner acknowledges that Licensor does not carry insurance on horses not owned by it for boarding for any other purposes, for which horses are covered under public liability, accidental injury, theft or equine mortality insurance and further acknowledges and accepts all risks connected with boarding his horse on the premises of Licensor, which risks shall be borne solely by the Horse Owner.
8. Horse Stall/Barn: The Horse Owner covenants to exercise due care in his use and his horse's occupation of the assigned horse stall and to vacate it at the termination of this License in good condition, reasonable wear and tear occasioned by normal use excepted.
9. Use: The Horse Owner shall use his horse stall/barn and the stable facilities for equine pleasure and recreation only, and shall not use it for any commercial venture of any kind at or from the Licensor premises unless the Licensor shall expressly authorize the same in writing. The Horse Owner shall not engage in any activity or conduct himself in any fashion that the Licensor deems in any way offensive or disruptive to its endeavors to other Horse Owner Licensees, or to anyone else the Licensor may permit on the property, nor shall Horse Owner allow his guests to do so. Minors must be supervised by an adult at all times

Initials ____

10. Storage: The Horse Owner shall keep the aisle adjacent to his stall clean and litter free and shall store nothing there on or anywhere else on Licensor premises, without the prior written permission of the Licensor.
11. Prohibited Activities: The Horse Owner shall not do anything that is disruptive to any other Horse Owner Licensee or to anyone else Licensor may permit on the property and shall not allow his guests to do so as here in above set forth in paragraph 8 entitled **USE**. No maltreatment of horses, no use of foul language and no actions contrary no actions contrary to written Rules and Policies of Licensor will be tolerated. Any such prohibited conduct shall be a cause for Licensor terminating this license agreement on giving the Horse Owner seven (7) days advanced notice of the date he is to remove his horse and vacate the premises.
12. Authorizations: The Horse Owner hereby authorizes Licensor to secure emergency veterinary and/or blacksmith care it determines reasonably required for the sound health and wellbeing of their horse. Although Licensor will attempt to contact the horse owner should it feel that any emergency care of the horse is needed, nevertheless, this authorization is in no way limited by Licensor's inability to contact the Horse Owner. The Horse Owner further agrees to de-worm his horse approximately every eight (8) weeks, failing which, Licensor is authorized to have the same done at Horse Owners' expense. Horse Owner still further agrees to pay Licensor and its representatives harmless from any liability or damages arising out of any emergency care and/or de-worming and understands and agrees that there may be additional charges over and above the monthly license fee if Licensor is required to provide extra attention or service and care for the horse following any emergency veterinary and/or blacksmith care.
13. Coggins Test: The Horse Owner shall not deliver his horse to the Licensor premises until he has provided the stable with a Negative Coggins Test for his horse that is acceptable to Licensor.
14. Assignment: This Horse Boarding License Agreement is not assignable by the Horse Owner without the expressed written consent of the Licensor.
15. Rules and Regulation: The Horse Owner agrees to abide and be bound by rules, policies, and regulations established at any time and from time to time by Licensors. The Horse Owner acknowledges that Licensor reserves the right to amend such Rules and Regulations by written notice mailed by regular mail to the Horse Owner's home address listed herein, or by prominently posting said changes at the Licensor's facility. Or attached to the designated locker of Lessee. All such amendments to the Terms and Conditions of this License Agreement and/or to Licensor's Rules and Regulations shall be effective immediately upon any such mailing or posting. Horse Owners may visit the property daily between the hours of 6 am till 10 pm or in case of emergency when warranted.

— Initials _____

16. Termination: Unless otherwise provided for herein, this Agreement can be terminated by either party by giving the other party thirty (30) days advanced notice in writing. The Licensor has the right to terminate the lease agreement at any time if Lessee violates Rules and Regulations 15. Use -9. with a 24 hour notice. The Licensor has the right to withhold the above referenced security deposit to satisfy the 30 day notice.
17. Breach: In the event the Horse Owner breaches any of the terms or provisions of this agreement, or any Rule or Regulation promulgated by Licensor, this Agreement shall immediately terminate all of the Horse Owner's rights contained herein, and all fees paid by the Horse Owner shall be forfeited and Horse Owner shall be liable to the Licensor, for all of its costs incurred as a result thereof, including its attorneys' fees.
18. Vacating Premises: In the event the Horse Owner stays over beyond the date for vacating the premises and irrespective of whether or not staying over is authorized by any court of competent jurisdiction, nevertheless, the Horse Owner's License Fee shall convert to a daily rate of twenty (\$20) dollars per day effective the date the Horse Owner was to vacate the premise in accordance with Licensor's Notice of Termination.
19. Notices: All Notices required here under if to Licensor, shall be delivered in hand to Catherine Murphy at 3 McLean Drive, South Berwick, Maine. All notices required to be given to the Horse Owner shall be by posting said notice on the Horse Owner's assigned stall/barn.
20. Notice of Lien: The Horse Owner acknowledges that under the Laws of the State of Maine Licensor will have a lien on the Horse Owner's Horse, Tack and Equipment, for all unpaid fees and costs incurred by him under this Licensing Agreement for the boarding and care of his horse and specifically that Licensor will have the right, without process of law, to retain said horse and equipment until all indebtedness owed by the Horse Owner to Licensor has been discharged. The Horse Owner further acknowledges that such liens that are no discharged by the Horse Owner within the time frame specified under said laws carry with it the further right of the Licensor, to sell the Horse Owner's Horse, Tack and Equipment and apply the proceeds derived therefrom to the payment of whatever sums are due from the Horse Owner to the Licensor.

Initials_____

21. Representation: All representations, statements and agreements heretofore made between the parties hereto or on their behalf are merged in this agreement which alone fully and completely expresses their respective rights and obligations. This agreement is entered into by each party after opportunity of investigation, neither party relying on any statement or representation not embodied in this agreement made by the other or on his behalf.

22. Binding Effect: This agreement shall be binding upon the heirs, executives, administrators, and successors and assigns of both parties.

Horse Owner **Dated**

Horse Owner **Dated**

Licensor **Dated**

