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**HORSE BOARDING, REHABILITATION, AND CONDITIONING AGREEMENT AND WAIVER OF LIABILITY**

**THIS AGREEMENT LIMITS THE LIABILITY OF  
MORRISVILLE STATE COLLEGE EQUINE REHABILITATION CENTER  
MORRISVILLE, NEW YORK 13408**

**PLEASE READ CAREFULLY**

**THIS AGREEMENT** between **MORRISVILLE STATE COLLEGE EQUINE REHABILITATION CENTER** hereinafter referred to as "**MSCERC**", and:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Business: \_\_\_\_\_

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

**WHEREAS**, Owner requires boarding facilities and/or rehabilitation and/or conditioning for a certain horse; and

**WHEREAS**, the MSCERC has facilities for boarding, rehabilitation, and conditioning for 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 MSCERC. Animal shall be delivered with current vaccination and worming, with no contagious diseases, and in good health except as specifically noted on the "Special Instructions" or "Known Health Problems" section of the MSCERC Client Intake Form. The MSCERC reserves the right to reject any horse.
- 3. TERM** The animal shall be boarded and/or receive services for rehabilitation and conditioning at the MSCERC 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 payment to MSCERC. Payment shall be made in full, prior to release of the animal. Services will be billed on a weekly or monthly basis based on services rendered. 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 MSCERC to add to said Owner's account an interest charge of 2% per month.

5. **SERVICES** The MSCERC 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 MSCERC business hours, Monday through Friday, 9 am to 4 pm, and at other reasonable times that may need to be scheduled with MSCERC management.
7. **OWNER WILL BE RESPONSIBLE FOR ALL VETERINARY FEES AND RELATED EXPENSES** Veterinary fees and the cost of any medicines, drugs or related items shall be paid by Owner, and the Owner shall indemnify and hold the MSCERC harmless from any liability for any such expenses. In the event of illness or injury to the animal, the MSCERC will promptly notify Owner. If Owner cannot be reached the MSCERC 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 cost and expenses, as set forth.
8. **REHABILITATION PLANS.** A rehabilitation plan shall be developed by a veterinarian licensed in the State of New York for each horse to be treated at the MSCERC. Rehabilitation plans will include specific rehabilitation modalities and necessary medications.
  - a. The rehabilitation plan shall be provided in writing prior to the horse's arrival at the MSCERC.
  - b. If a rehabilitation plan is not provided by the Owner's referring veterinarian, the Owner will be required to retain the services of a veterinarian licensed in the State of New York to develop a rehabilitation plan.
  - c. The rehabilitation plan will be implemented by the MSCERC staff and, when required, a veterinarian shall be retained by the Owner to implement specific treatments including, but not limited to, procedures, administration of medications, sedatives, tranquilizers, and anesthesia, and rehabilitation modalities. All costs associated with the veterinarian retained by the Owner shall be paid by the Owner.
  - d. All medications prescribed by the Owner's Veterinarian shall be provided by the Owner or the Owner's Veterinarian in a timely manner and refilled as necessary.
9. **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 current vaccinations against equine rhinopneumonitis, rabies, tetanus, influenza, and Eastern and Western encephalomyelitis. Vaccinations will be brought up to date at Owner's expense. Any horse traveling from outside of New York State within last 30 days is required to have a health certificate completed by a licensed veterinarian. The certificate shall be presented upon arrival to the MSCERC.
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 Morrisville State 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, care and other uses in connection with the equine courses.
11. **OWNER HAS ALL RISK FOR THE ANIMAL** All risk of loss, death, injury or sickness will be upon the Owner. MSCERC 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). Owner is expected to maintain insurance on animal. The insurance should cover the horse while at MSCERC and/or in transit. The decision to use any treatment techniques is a decision made

by the Owner's Veterinarian and the Owner. The MSCERC is not responsible if the horse has an adverse reaction to any treatments.

**INSURED HORSES** If horse is insured:

Name of Insurer: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

12. **OWNER RESPONSIBLE FOR INJURY OR DAMAGE CAUSED BY THE ANIMAL** The Owner shall hold the MSCERC harmless from any liability for injury or damage to others caused by said animal.
13. **LIEN FOR ALL CHARGES** The MSCERC 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 MSCERC 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.
14. **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 MSCERC may be entitled to under this Agreement or the Laws of the State of New York.
15. **ATTORNEY FEES AND EXPENSES** If the MSCERC incurs attorney fees and/or expenses in enforcing its rights under this Agreement, then the Owner shall be responsible for and pay for said fees and/or expenses.
16. **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 Director of MSCERC.
17. **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.
18. **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 MSCERC.
19. **JOINT AND SEVERAL LIABILITY** In the event the horse is owned by two or more individuals or entities, each individual or entity shall be jointly and severally obligated under this Agreement.
20. **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.
21. **RELEASE AND WAIVER** Owner (on behalf of himself/herself and his or her agents, assigns, heirs, executors, administrators, invitees, and children, if any) hereby acknowledges that:

- a. Horse activities are by their nature dangerous activities for which Owner explicitly assumes the risk and hereby released and holds harmless MSCERC and its owners, agents, assigns, servants, and employees from any liability, present and future, known and unknown, on account of bodily injury, loss or damage to any animals, equipment, or other personal property arising from horsemanship or MSCERC activities, or usage of, or presence on, the facilities of MSCERC.
- b. Horses are prone to accidents, injuries, illness, lameness, and other conditions and events for which Owner assumes the risk and Owner hereby releases and holds MSCERC harmless from any liability which may accrue as a result of fire, theft, running away, state of health, injury to person, horse or property, or from any other cause arising out of MSCERC's care, custody, or control of Owner's horse.
- c. Owner specifically agrees that this release and waiver shall be construed as broadly and inclusively as permitted by the present laws of the State of New York, and that if any portion hereof shall be held invalid or unenforceable, it is specifically agreed that the remaining portions of this agreement shall continue in full force and effect.
- d. MSCERC shall not be liable for any loss or damage to any of the Owner's personal property, tack, or other equipment arising from the storage on or use of the facilities of the MSCERC. Owners are encouraged to carry appropriate insurance on their horse and personal property.

22. **SEDATION** I decline the use of sedation on my horse for the rehabilitation/conditioning treatments performed at the Morrisville State College Equine Rehabilitation Center. I understand the risks of not using sedation for these procedures and Morrisville State College Equine Rehabilitation Center will not be held liable for any problems that may occur as a result.

Accept

Decline

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

Owners Signature \_\_\_\_\_

Dated: \_\_\_\_\_