## **RI-ARM QUARANTINE SERVICES, LLC**

A Licensed C.E.M Quarantine Facility for Mares

127c McCoy Road, Oakland, NJ 07436 Farm 175 Rock Road, Glen Rock, NJ 07452 Office Tel: 201.264.4339 / 201.873.4998 Fax: 201.337.0485

**This Agreement** for boarding and quarantine services for mares being tested for Contagious Equine Metritis ("CEM") is entered into between RI-ARM QUARANTINE SERVICES, LLC ("RQS") with offices located at 175 Rock Road, Glen Rock, New Jersey 07452 and

Owner/Agent:				("Owner").
Address:				
For the following	Horse:			
Name:				("Horse")
Breed:				
Color:	Sex:	Age:	Pregnant:	(Y/N)

**Basic Services:** Pursuant to this Agreement, Owner/Agent authorizes RQS to exercise control and custody of the Horse and requests RQS to provide basic quarantine services, which include board, feed, hay, water, handwalk or light lunge and daily grooming, arrange for all state-required C.E.M. cultures, procedures and washings to be performed by a state-approved veterinarian, present the Horse for inspection to required state agents, and represent the Owner's interest with the applicable state and federal Agencies.

CEM Basic Fee does not include Canadian Health Certificate endorsements or domestic health certificates. These are fees which will be billed directly to the mare owner from the veterinary clinic (B W Furlong and Associates) and are payable upon receipt prior to the mare's departure from RiArm.

The charge for basic quarantine services (the "Basic Fee") includes the above-listed services for the standard CEM period of up to 15 days. Should the Horse be required to stay additional days for any other reason, the Owner will pay an additional fee of \$100 per additional day or any part thereof.

Owner/Agent understands that sedation, at an additional cost, may be required for sample collection, diagnostic or treatment purposes and accepts all risks associated with this.

Owner/Agent understands that complications can occur in spite of the best management, safety and care procedures.

Owner/Agent shall review this Agreement and return the signed copy prior to Horse's arrival at the facility.

Pricing: Owner/Agent has the following options:

Option 1 : Basic Quarantine Services - \$3,300.00 plus NJ Sales Tax

Mare CEM period up to 15 days Wash and Pack CEM treatment begins immediately following the Day 7 culture sample collection. This will incur a courier fee of \$150.

**Option 2: Extended Quarantine Services** 

Mare CEM period up to 22 days Wash and Pack CEM treatment is not started until the Day 7 culture sample has been confirmed to be negative. This option incurs an additional cost of \$500.00.

Please indicate your preference below

Option 1:\_\_\_\_\_ Option 2:\_\_\_\_\_

To discuss which option best suits your needs, please call Jane Leone at 201.264.4339.

**Other Services:** Owner is responsible for payment of all other fees or charges for services required by the Horse not included in the Basic Services, including but not limited to fees for Emergency Veterinary Care, other veterinarian services, and farrier services ("Other Fees").

**Insurance, Indemnification & Hold Harmless:** Owner acknowledges and understands that it is Owner's sole responsibility to insure the Horse for injury or death, and Owner further acknowledges that RQS is not responsible for insuring the Horse in any capacity and that RQS's full liability in the event of injury or death of the Horse for any reason (including transportation) is limited to One Hundred Dollars (\$100).

Owner expressly assumes all liability for any injury, loss or damage to RQS staff, facilities or equipment caused by the Horse.

Owner shall indemnify and hold harmless RQS, its owners, agents, officers, directors and employees from any and all liability, lawsuits, demands, losses or damages of any nature caused by the Horse to any individual or property, including attorneys' fees incurred by RQS in connection with any claim, threatened claim or action.

**Quarantine Rules:** Owner has received and read a copy of the RQS quarantine rules and agrees to follow them at all times.

**Emergency Treatment:** Owner authorizes RQS to administer certain medications if in the sole discretion of RQS personnel such medication(s) are required for the safety of the Horse and personnel.

**Payment:** In exchange for the services provided by RQS under this Agreement, Owner/Agent agrees to pay the Basic Fee of \$3,300 plus applicable NJ Sales Tax at 6.625% and any additional fees for additional days and/or additional services provided to the Horse by RQS and any costs to repair damages caused by the Horse. All balances must be paid in full by Owner/Agent prior to the Horse's departure.

Payment may be made by check payable to Mark Leone LLC, credit card or the direct online payment link on the invoice. There will be a 3.5% convenience fee assessed for all credit card transactions.

Other Fees owed to veterinarian(s), farrier(s) and other providers of services to the horse must be paid by Owner prior to the Horse's departure or, alternatively, written confirmation of proof of payment for such services(s) same must be presented to RQS prior to the Horse's departure.

Owner/Agent agrees that any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the Americana Arbitration Association under its Commercial Arbitration Rules in the state of New Jersey in the Borough of Glen Rock under New Jersey law, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Owner/Agent shall be responsible for reimbursing RQS for all attorney fees, arbitration costs, related expenses and interest incurred by RQS as a result of having to enforce this Agreement in arbitration and court.

OWNER/AGENT ACKNOWLEDGES THAT BY AGREEING TO ARBITRATION, OWNER/AGENT IS GIVING UP THE RIGHT TO HAVE ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED IN COURT BY JUDGE AND JURY TO DECIDE.

OWNER/AGENT AGREES THAT BY SIGNING THIS DOCUMENT, HE/SHE HAS READ, UNDERSTOOD, ACCEPTED AND AGREED TO BE BOUND THE TERMS AS SET FORTH HEREIN.

Date: \_\_\_\_\_

By:		
(Owner/Agent)		

TOTAL