



OFFICE: 610-444-6163
FAX: 610-444-5459

LOUISE SERIO: 610-636-0678
CHRISTINA SERIO: 484-432-0647

EMAIL:
ride@derbydown.com

DERBYDOWN RATE SCHEDULE

Effective May 1, 2023

Rules of the Barn:

- Each individual is responsible for their own tack and equipment, Derbydown and staff are not held responsible.
- Hard hats are required when mounted, all riders must wear ASTM approved helmets with harnesses at all times, no exceptions. Safety vests are recommended.
- NO JUMPING unless you are schooled by a Derbydown staff member.
- No riding on Mondays. Emergency phone calls and texts only.
- The barn will be closed on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter.
- **Please, no phone calls or texting before 8am or after 6 pm, unless it is an emergency.**
- During summer and/or no school days, the barn will close at 4 pm.
- During the fall/winter the barn will close at 6 pm.
- Lunch hour is daily from 12noon –1pm. Please respect these hours.
- A 1.5% interest charge per month plus a \$25.00 late fee will be added to any unpaid balance over 30 days. Payment **must be received in the office** by the 30th day after the date of billing or finance and late charges will accrue. Any returned checks will be charged a \$50.00 service fee. No horse or pony will be allowed to show if their balance due ages more than 30 days. All clients are required to have a credit card on file and any unpaid balances over 45 days will automatically be charged to your credit card. There is a 5% convenience fee when a credit card is used. No horse can be removed from Derbydown without paying all outstanding bills, this includes all vendors associated with Derbydown, including, but not limited to, farrier, veterinarian, chiropractor, dentist, and shippers that have provided services for your horse. Derbydown shall be entitled to a lien against the boarded horse should boarder fail to make all payments. Without process of law, Derbydown may retain horse until the indebtedness is paid in full.
- Deposits will be required for all horse shows. A deposit fee will be billed on your monthly invoice for any shows that month. If you are **not** going to a show you must call the office in advance, we order show stalls six to eight weeks in advance. Otherwise your horse will have a stall reserved and will be entered in the show. If Derbydown pays your entry fees the deposit is an additional \$500.00 per show. Board charges always continue at home unless announced otherwise. A discounted board rate applies to keep your stall during Florida.
- A 15% commission will be charged when buying, leasing or selling a horse or pony. When Derbydown staff act as agents for **both** parties to a transaction, then each party will be responsible for a commission fee of 8%.
- All sales, purchases, and leases are on a full disclosure basis.
- Please keep your dogs at home.
- **Please remember to tip at each show.** An appropriate tip for assistant trainer, barn manager and your groom is a minimum of \$75.00 each per horse show. During Devon and Indoors you should tip them a minimum \$100.00 each as they are up taking care of your horse for many hours day and night. During Florida you can tip weekly or monthly.

PENNSYLVANIA:
340 East Hillendale Road
Kennett Square, PA 19348

FLORIDA:
13265 11th Lane North
Loxahatchee, FL 33470

DERRBYDOWN
RATE SCHEDULE

BOARD:

Board includes stall rental, daily turn out, use of walker, blanketing, bandaging and wrapping when necessary, general therapy and individual care.

Full Board: \$2,800.00 per month, includes all training and exercise rides, grooming and tacking up

Miscellaneous Board Expenses:

- Hay, Straw and Supplies: at cost, varies per month, billed monthly in addition to board
- Treadmill: \$200.00 per month if needed
- Theraplate: \$100.00 per month if needed
- Beamer Blanket: \$100.00 per month if needed
- Body Clipping: \$175.00 per horse

Lesson Rates:

Billed at end of month: Boarders: \$95.00
Non-Boarders: \$120.00

Show Care: \$130.00 per day

Training at Shows:

- Boarders: \$100.00 per day
- Non-Boarders: \$145.00 per day
- Special Events: \$200.00 per day

Rides at Shows: \$75.00 per class

Rides at special events: \$75.00 per class, plus 15% of total prize money

Miscellaneous Show Expenses:

- Processing Entries: \$20.00 per show, per horse
- Entry Fees Paid: \$50.00 per show, per horse
- Shipping: \$3.00 per mile plus fuel
- Shared expense: varies
(Shared expense: Trainers' and grooms' quarters, tack stalls/rooms, supplies, laundry, horsewatch, gas, day money, plus any other common expenses are added together and divided by the number of horses)



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Derbydown, Inc., Hillendale, LLC, DDS & Hillendale, LLC,

Hold Harmless

Boarding/Lesson/Clinic Contract

Release, Assumption of Risk and Indemnification Agreement

340 E. Hillendale Road, Kennett Square, PA 19348

Owner's/Lessee Name: _____
Billing Address: _____

Phone Number: Home: () - - Work: () - - Cell: () - -

Social Security #: / /

Birthdate: / /

Owner's USEF #: ASPCA #: USET #: WIHS#

Horse's Names Stable: Show:

Date of Arrival: / /

Board Rate: \$ per month

Year of Birth: _____

Horse's USEF # _____

Is this horse insured? YES NO

If YES, list insuring company's name, address, phone number, and effective dates of policy: _____

List/Describe equipment left on premises: _____

List/Describe any preexisting conditions: _____

Additional comments: _____

I (we) the undersigned have contracted with Derbydown, Inc./Louise Serio, Hillendale, LLC, DDS & Hillendale, LLC for boarding and training purposes, instructional riding purposes and/or clinics. In the following when Derbydown, Inc. is written that shall also include Derbydown, Inc. Hillendale, LLC, DDS & Hillendale, LLC. It is understood and agreed that in no way are Derbydown, Inc., the Management of Derbydown, Inc. or the employees of Derbydown, Inc. responsible or liable for any accident or injury, including negligence, which may result while the undersigned are at Derbydown, Inc., or for my horse, dog, cat or any other pet or livestock of any kind, equipment or tack left at Derbydown, Inc.

It is also agreed that upon arrival of my horse, I (we) will pay for one full month's board. After that, I (we) will be billed on the first of each month with payment due by the 16th day of that same month. A 1.5% interest charge per month plus a \$25.00 late fee will be added to any unpaid balance over 30 days. Derbydown requires that a credit card is on file for all clients and any unpaid balance over 45 days will automatically be charged to your credit card. There is a 3% convenience fee for any credit card payments. Prior to removing my horse my bill must be paid in full. Any horse boarded at Derbydown, Inc. on the first of the month shall be responsible for that full month's board regardless if they depart during that month. Derbydown, Inc. shall be entitled to a lien against the boarded horse should boarder fail to make payment in strict adherence to the terms set forth in this agreement. All vendors, including, but not limited to, farrier, veterinarian, chiropractor, dentist, shipper, associated with Derbydown, Inc. that have provided services for my (our) horse shall be paid by me and are not the responsibility of Derbydown, Inc. Prior to removing my horse all vendor bills shall be paid in full by me (us).

In consideration of the use of Derbydown's boarding and riding facilities, I (we) hereby voluntarily and knowingly release and discharge Derbydown, Inc., its owners, management and employees, farriers and veterinarians from all claims, demands, actions, suits or causes (including all claims for personal injury or property damage) which may or do arise from the use of, or exposure to, any or all of the equipment, tools, horses and other livestock, including but not limited to chickens, ducks, cows, goats as well as pets, including but not limited to dogs and cats, and facilities located at or about the premises at 340 E. Hillendale Road, Kennett Square, Pennsylvania, regardless of such claim, injury or damage that may arise. It is agreed that the rider will wear an ASTM approved riding helmet and riding boots at all times while mounted.

PENNSYLVANIA:
340 East Hillendale Road
Kennett Square, PA 19348

FLORIDA:
13265 11th Lane North
Loxahatchee, FL 33470

I (we) agree to hold Derbydown, Inc., its owners, management and employees harmless for injury or loss of my (our) horse, dog, cat or any other pet or livestock while in their possession an/or on the property located at 340 E. Hillendale Road, Kennett Square, PA, or while off the premises, at a horse show or while in transit. Owner agrees to hold Derbydown, Inc., its owners, management and employees harmless from any claim caused by my (our) horse and agrees to pay legal fees incurred by Derbydown, Inc. in defense of any claim resulting from damage caused by my (our) horse while located at Derbydown, Inc., or while off premises, or while in transit. I (we) also agree, that should an emergency present itself that I (we) give Derbydown, Inc., its owners, management and employees full authority to make a decision concerning our horses well being and health and that I (we) (not Derbydown, Inc.) will be responsible for all medical bills involved should this situation prevail. I give Louise Serio or a Derbydown, Inc. staff member, at the request and direction of Louise Serio, permission to administer medications to my horse orally, injected intra-muscularly or intravenously. I understand that there is always a risk of adverse reactions with any medications administered. My (our) horse is in good health and condition and has received the EHV-1 and EHV-4 vaccinations within the last 120 days. My horse has a current coggins.

I (we) acknowledge that I (we) have requested the use of Derbydown, Inc. tools, equipment and facilities for my (our) own personal use and benefit. I am (we are) aware of and familiar with the risks associated with the use and misuse (by myself or others) of, and exposure to, horses, tools, machinery, equipment and stable/barn conditions. In consideration of the unrestricted use and enjoyment of the horses, tools, equipment and facilities I (we) hereby voluntarily assume all of the risks associated and included but not limited to, using and exposing myself (ourselves) and my (our) horse, tack and equipment to those items and conditions, hereby agreeing to indemnify and hold harmless Derbydown, Inc., its owners, management and employees, their heirs, executors, administrators and assigns, from and against any and all suits, claims, demands, actions or causes, arising out of the use or misuse of, or exposure to, said items.

In the event I (we) permit other individuals to use my (our) horse, tack or equipment, I (we) acknowledge that I am (we are) aware of and familiar with the risks associated with the use and misuse (by such persons or others) of, and exposure to, horses, tools, machinery, equipment and stable/barn conditions. In consideration of the unrestricted use and enjoyment of the tools, equipment and facilities I (we) hereby voluntarily assume all of the risks associated with allowing others to use and be exposed to those items and conditions, hereby agreeing to indemnify and hold harmless Derbydown, Inc., its owners, management and employees, administrators and assigns, from and against any and all suits, claims, demands, actions or causes, arising out of the use or misuse of, or exposure to, said items by such other persons.

The undersigned acknowledges that in consideration of being able to board and ride at Derbydown, Inc., and aware of the risk of horse related activities he/she assumes the risk of injury and/or exposure to COVID from employees or other boarders/riders and agree that he/she will be responsible for and do hereby release Derbydown, Inc., its owners, management and employees from all liabilities including negligence by reason of injury to themselves or their property.

I (we) agree that should my (our) horse cause undue damage or destruction to Derbydown property, (ie: water bowl and/or feed tub destruction, excessive cribbing or kicking in the stall, barn or trailer) beyond the normal wear and tear that is expected, then I (we) shall be billed and responsible for the charges to repair or replace such property.

Derbydown, Inc. has the right of lien as set forth in the law of the Commonwealth of Pennsylvania for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain my (our) horse until the indebtedness is satisfactorily paid in full.

By signing this document, I (we) indicate that I (we) have complete and full insurance coverage against injury to, or loss of, persons, horses (full mortality and major medical), tack and equipment. I (we) acknowledge that I (we) have read and understood this entire contract and agree with all terms.

In the event of a breach of this agreement, Derbydown, Inc. has the right to recover its attorneys' fees and court costs incurred in asserting the claim of breach. Any legal action must be brought in the Courts of Chester County, Pennsylvania.

This document constitutes the entire agreement between Boarder and Derbydown, Inc. written or verbal agreements exist to supersede it as evidenced by signatures below. Intending to be legally bound, the parties hereto executed this agreement this ____ day of _____, 20 ____ . Facsimile or emailed signatures shall be accepted as an original signature.

WARNING

YOU ASSUME THE RISK OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW

Derbydown, Inc. By: _____ Date: ___/___/___

Owner/Boarder/Lessee/User: _____ Date: ___/___/___
Credit card type & # _____ Exp: _____ Code _____



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**Derbydown, Inc., Hillendale LLC, DDS & Hillendale LLC Hold Harmless,
Board/Lesson/Clinic Contract
Release, Assumption of Risk and Indemnification Agreement**

Rider's/Owner's Name: _____
Parents' names, if a Minor: _____
Billing Address: _____

Phone Number: Home: () - - Work: () - -

Horse's Name: Stable: _____ Show: _____
Is this horse insured: YES NO, If yes list insurance company name, phone and policy number:

Date of arrival: _____
Previous Riding Experience: _____
List/Describe any preexisting health conditions: _____

Name and phone # of emergency contact person: _____

I (we) the undersigned have contracted with Derbydown, Inc./Louise Serio, Hillendale LLC, DDS & Hillendale LLC for board, a clinic and/or instructional riding purposes. It is understood and agreed that in no way are Derbydown, Inc., Hillendale LLC, DDS & Hillendale LLC, the Management of Derbydown, Inc., Hillendale LLC, DDS & Hillendale LLC or the employees of Derbydown, Inc., Hillendale LLC, DDS & Hillendale LLC responsible or liable for any accident or injury or illness, including negligence, and exposure to COVID, which may result while the undersigned are at Derbydown, Inc., Hillendale LLC, DDS & Hillendale LLC. My (our) horse is in good health and condition and has received the EHV-1 and EHV-4 vaccination within the last 120 days. My horse has a current negative coggins.

In consideration of the use of Derbydown, Inc.'s, Hillendale LLC's, DDS & Hillendale LLC's, boarding and riding facilities, I (we) hereby voluntarily and knowingly release and discharge Derbydown, Inc., Hillendale LLC, DDS & Hillendale LLC, its owners, management and employees from all claims, demands, actions, suits or causes (including all claims for personal injury or property damage) which may or do arise from the use of, or exposure to, any or all of the equipment, tools, horses, dogs, cats, pets and any other livestock and facilities located at or about the premises at 340 E. Hillendale Road, Kennett Square, Pennsylvania, regardless of such claim, injury or damage that may arise.

I (we) acknowledge that I (we) have requested the use of Derbydown, Inc.'s, Hillendale LLC, DDS & Hillendale LLC, horses, tools, equipment and facilities for my (our) own personal use and benefit. I am (we are) aware of and familiar with the risks associated with the use and misuse (by myself or others) of, and exposure to, horses, dogs, cats, or any other pet or livestock, tools, machinery, equipment and stable/barn conditions. In consideration of the unrestricted use and enjoyment of the horses, tools, equipment and facilities I (we) hereby voluntarily assume all of the risks associated and included but not limited to, using and exposing myself (ourselves) and my (our) horse, tack and equipment to those items and conditions, hereby agreeing to indemnify and hold harmless Derbydown, Inc., Hillendale LLC, DDS & Hillendale LLC, its owners, management and employees, their heirs, executors, administrators and assigns, from and against any and all suits, claims, demands, actions or causes, arising out of the use or misuse of, or exposure to, said items.

I (we) agree that should my (our) horse cause undue damage or destruction to the property, beyond the normal wear and tear that is expected, then I (we) shall be billed and responsible for the charges to repair or replace such property (ie: water bowl and/or feed tub destruction, excessive cribbing or kicking in the stall, barn or trailer).

It is also agreed that the rider will wear an ASTM approved riding helmet and riding boots at all times while mounted.

By signing this document I (we) indicate that I (we) have satisfactory insurance coverage against injury to, or loss of, persons, horses, tack and equipment. I (we) acknowledge that I (we) have read and understood this entire contract and are in agreement with all of its terms.

WARNING
YOU ASSUME THE RISK OF EQUINE ACTIVITES PURSUANT TO PENNSYLVANIA/FLORIDA LAW.

Derbydown Stables By: _____ Date: __/__/__

Owner/Rider/User: _____ Date: __/__/__
Parent or Guardian signature if rider is a minor

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