



## BOARDING AGREEMENT

*This Agreement replaces any and all prior board agreements. Stable reserves the right to revise contract yearly and all fees are subject to change upon thirty days written notice. If horse(s) remain(s) on premises more than 1 week after Owner receives contract it is agreed that all terms and conditions of contract apply even if contract has not been signed.*

**THIS AGREEMENT**, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010, made by and between **Fox Trot Farm, LLC (Deana Travis, proprietor)**, hereinafter referred to as "**STABLE**", providing services as an independent contractor, located at 7453 Opal Road, Warrenton, Virginia 20186 and (Owner's name) \_\_\_\_\_ residing at (Owner's address) \_\_\_\_\_, hereinafter referred to as "**OWNER**." These parties warrant that they have the right to enter into this **AGREEMENT**.

### 1. FEES, TERMS AND LOCATION

In consideration of \$ \_\_\_\_\_ per horse per month paid by **OWNER** in advance on the First day of each month, **STABLE** agrees to board the herein described horse(s) on a month to month basis commencing \_\_\_\_\_, 2010. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. **A Security Deposit of \$300 is required for each horse boarded at this facility.**

**Late Fees:** Boarding fees paid after the third (3<sup>rd</sup>) day of the current month due will be subject to a late fee of \$25.00. Fees received after the fifth (5<sup>th</sup>) day will be subject to a late fee of \$50.00.

**Blanketing: Blanketing is not included in Standard Board. It is however included in Full Care and Training Board.**

### 2. DESCRIPTION OF HORSE(S)

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Registration/Tattoo: \_\_\_\_\_

Sex: Mare \_\_\_\_\_ Gelding \_\_\_\_\_.

Breed: \_\_\_\_\_

Number (if applicable): \_\_\_\_\_



Insurance Carrier, Policy and phone number (if applicable):

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### **Behavioral History:**

Please note if the horse cribs, weaves, rears, bites, bolts in or out of stalls, etc. Please disclose any negative behavior, so that we can make handling your horse safer for the animals and humans around it. Include herd behavior if known.

**Failure to disclose known behavioral vices will void this agreement.**

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(In the event that this **AGREEMENT** provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this Section 2, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.)

### **3. FEED AND FACILITIES**

**STABLE** agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animal (s).

Stall: 12x12 minimum size stall

Turn-Out: \_\_\_\_\_ maximum number of horses pastures or paddock (turn-out) on a daily basis (weather permitting).

Grain: \_\_\_\_\_ pounds of grain per day fed \_\_\_\_\_ times per day

Feed Type: \_\_\_\_\_ specify feed type if applicable

Hay: \_\_\_\_\_ flakes of hay per day fed \_\_\_\_\_ times per day

Hay Type: \_\_\_\_\_ specify type if applicable

**Arena Use** –Both indoor and outdoor arenas and outside round pen are for everyone’s use. The outdoor round pen is for exercise of horse(s) only. There is to be no turn out in the round pen. Lessons have the right of way at all times. Borders are always welcome to share the arenas, but please ask the instructor's permission to enter and exercise caution when sharing with beginning riders. You may not lunge, gallop, crack whips or jump during lessons. (Please use best judgment when riding in arenas with beginners) Arena will be leased out on a limited hourly basis for scheduled times throughout the month to non-borders. Periodic seminars may cause the arena to be closed for the entire day. There will be a discount for Fox Trot Farm borders who wish to attend any seminar. Those days will be posted on the schedule board in advance. Please be considerate of others working their horse(s) at all times.

**Rider Waivers** - All persons riding horses *must* sign rider waivers. You *must* sign an outside rider waiver if you would like a friend or relative to



ride your horse for any reason. Outside trainers must have a signed agreement with Fox Trot Farm before training in our facility.

#### **4. SHOING AND WORMING**

**STABLE** \_\_\_\_\_ will or \_\_\_\_\_ will not agree to provide the necessary shoeing and worming of the horse as is reasonably necessary.

Provided however, such expense for same shall be the obligation of **OWNER** hereunder. Upon presentation by **STABLE** of the bill for said services rendered, including service charges, if any, **OWNER** shall pay said bill within ten days that the bill is submitted to **OWNER**.

#### **5. GROOMING**

**STABLE** \_\_\_\_\_ shall or \_\_\_\_\_ shall not provide reasonable grooming for said horse (s) fees for which \_\_\_\_\_ shall or \_\_\_\_\_ shall not become part of and be included within the aforesaid fees.

#### **6. VACCINATIONS AND COGGINS**

**Upon arrival of horse to STABLE proof of current vaccinations is required. A negative current Coggins test is required for all horses. Horses must have a current Coggins on file at all times.**

#### **7. RISK OF LOSS**

During the time that the horse (s) is/are in the custody of **STABLE**, **STABLE** shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of **STABLE's** premises. **OWNER** fully understands and hereby acknowledges that **STABLE** does not carry any insurance on any horse (s) not owned by **STABLE**, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of **STABLE**, are to be borne by **OWNER**.

#### **8. HOLD HARMLESS**

**OWNER** agrees to hold **STABLE** harmless from any claim resulting from damage or injury caused by said horse, **OWNER** or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by **STABLE** in defense of such claims.



## **9. LIABILITY INSURANCE**

**OWNER** warrants that he/she presently carries in full force and effect, and throughout the period of this **AGREEMENT** shall continue to carry and maintain in full force and effect, liability insurance protecting **OWNER** and **STABLE** from any and all claim (s) arising out of or relating to this **AGREEMENT**.

## **10. EMERGENCY CARE**

**STABLE** agrees to attempt to contact **OWNER**, at the following emergency telephone number (\_\_\_\_\_), should **STABLE** feel that medical treatment is needed for said horse (s), provided however, that in the event the **STABLE** is unable to so contact **OWNER** within a reasonable time, which time shall be judged and determined solely by **STABLE**, **STABLE** is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by **STABLE**, as **STABLE** determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by **OWNER** within ten days from the date **OWNER** receives notice thereof, provided however, that **STABLE** is authorized to arrange direct billing by said care provider to the **OWNER**.

### **List all emergency phone numbers:**

Vet \_\_\_\_\_

Farrier \_\_\_\_\_

If your veterinarian cannot be contacted we will contact ours, Dr. Jana Froeling.

## **11. STABLE RULES**

Owner hereby acknowledges receipt and understanding of the current **STABLE** Rules, which are incorporated by reference in full, as if fully set forth herein. **OWNER** agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. **OWNER** acknowledges the Rules include but are not limited to: (see attached rules) \_\_\_\_\_. **STABLE** may revise these Rules from time to time and **OWNER** agrees any revision shall have the same force and effect as current Rules. Failure, as determined in **STABLE's** sole discretion, of **OWNER** or **OWNER's** guests and invitees to abide by **STABLE** Rules may result in **STABLE** declaring **OWNER** in default hereunder and result in termination of this **AGREEMENT**.



## **12. DEFAULT**

**STABLE** may terminate this **AGREEMENT** for failure of **OWNER** to meet any material terms of this **AGREEMENT**. In the case of a default by **OWNER**, the **STABLE** shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due **STABLE** under this **AGREEMENT** shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place **OWNER** in default hereunder. Acceptance by **STABLE** of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

## **13. PROPERTY DAMAGE**

Owner agrees that Owner will pay for any property damage caused by Owner's, Horse or Owner's guests, except for damage that is normal wear and tear.

### **13.1 Risk of Loss or Damage to Client's Property.**

Owner understands that keeping personal property, such as tack, equipment, feed, automobiles or horse trailers, at any equine facility is inherently risky. For example, property may be damaged or stolen by other clients, rodents and other wild animals, horses, weather conditions, earthquakes or fire. Owner understands and expressly assumes all risks of keeping personal property in Stable's possession or otherwise at the equine facility, including the risk that the Stable Parties may be negligent. Accordingly, Owner agrees to hold the Stable Parties harmless for loss of or damage to Owner's property.

Owner understands and agrees that Owner is solely responsible for safeguarding and insuring Owner's own property.

## **14. ASSIGNMENT**

This **AGREEMENT** may not be assigned by **OWNER** without the express written consent of **STABLE**.

## **15. NOTICE OF TERMINATION**

**OWNER** agrees that thirty (30) days notice shall be given to **STABLE** as to the termination of this **AGREEMENT**.

## **16. RIGHT OF LIEN**

**OWNER** is put on notice that **STABLE** has and may assert and exercise a right of lien, as provided for by the laws of the State of Virginia for any amount due for the board and keep of horse (s), and also for any storage or other charges due



hereunder, and further agrees **STABLE** shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and **STABLE** can then sell horse (s) to recover its loss.

**17. Special Instructions to STABLE**

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**I have read and understood the above terms of this agreement.**

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Virginia.

IN WHITNESS WHEREOF, the parties have executed this Agreement on the day and the year first above written.

**By:** \_\_\_\_\_

**Deana M. Travis (Proprietor, Fox Trot Farm, LLC)**

**By:** \_\_\_\_\_

**Print Owner's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_

**Evening Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**(FTF does not share or distribute personal information)**