



BOARDING AGREEMENT

This Agreement is made _____ (date), between Sprouse’s Corner Ranch, LLC (referred to as “Stable”) located at 16680 West James Anderson Highway in Buckingham, Virginia and _____ (referred to as “Owner”) residing at _____ (address), owner of horse described in Section 2.

1. Fees.

(a) In consideration of \$_____ dollars per horse per month paid by Owner in advance on the first day of each month, the Stable agrees to board said horse beginning _____ (date).

(b) Boarding type: **Circle one:** retiree board, full care/stall board, pasture board, training

(c) Late board payment is subject to a late fee. Board 30 days past due will be charged a late fee. Automatic payments need to be set up for the retiree board option. Payments 90 days in default will be pursued legally.

(d) Options to the basic fee paid in the same timely fashion are available as listed below. Each additional requested service must be circled and initialed by Owner. All fees are subject to change given 30 days notice by Stable.

- (1) Extra feed _____
- (2) Exercising horse \$25/session _____
- (3) Lay-up Care _____

2. Description of the Horse(s).

Name: _____

Age: _____

Color: _____

Sex: _____

Breed: _____

Height: _____

Registration #: _____

Value: _____

3. Turn-Out.

If the board is “Full Care” and no options are chosen, the Owner will be expressly responsible for all exercise, and it is understood that the horse **will (will not)** be turned out.

4. Standard of Care.

This horse is in good health to the best of Owner’s knowledge and has not been exposed to any infectious or contagious disease for at least two weeks prior to boarding at Sprouse’s Corner Ranch, LLC. Owner agrees to pay for annual vaccinations, any optional supplements, annual floating, routine or emergency vet care, and any other service your horse needs as seen or recommended by Sprouse’s Corner Ranch, LLC, or other care for the well being of horse recommended by Sprouse’s Corner Ranch, LLC during terms of this agreement.

Stable agrees to provide normal and reasonable care to maintain the health and well-being of said horse. Stable is to provide rotational paste dewormer, and regular farrier trimming, blanketing in

the winter (depending on the weather), daily fly mask application in the summer (if a fly mask is provided by the owner.)

Optional Special Instructions:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

5. Risk of Loss/Hold Harmless.

The Virginia Equine Activity Liability Act 3.1-796.130 *et seq.* provides that an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.1-796.133, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

No participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

6. Indemnity.

Owner agrees to hold Stable harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse(s). Owner agrees to notify Sprouse's Corner Ranch, LLC of any stable vices, or other vices, the horse may exhibit (cribbing, weaving, etc.) Sprouse's Corner Ranch, LLC shall not be held responsible for accident, illness, fire, natural disaster, environmental hazards, or theft that may happen to the horse. The Owner hereby acknowledges that it shall be the Owner's sole responsibility to insure the Horse fully and completely for mortality and major medical expenses and hereby certifies to the Stable that the Horse is so insured.

Release for Personal Injury of Client. The Stable shall not, under any circumstances, be liable for any injury to or death of the Owner, including but not limited to that resulting from the inherent risks of equine activities, as described herein Virginia Code Ann. Sec. 3.1-796.130 (1994). The Owner hereby remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge the Stable of and from all manner of actions, cause or causes of actions, suits, reckoning, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Owner resulting from the transactions contemplated hereby.

Release for Injury to or Death of Horse. The Stable shall not, under any circumstances, be liable for any injury to or death of the Horse, whether the same is the result of any negligence or wrong doing on the part of the Stable or otherwise, so long as the Stable is acting in good faith and without malicious intent. The Owner hereby recognizes that there are certain risks related to daily care, maintenance, and general living conditions of horses. The Owner hereby remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge Owner of and from all manner of actions, cause or causes of actions, suits, reckoning, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Horse.

Damage caused by the Client or the Horse. The Owner hereby agrees that he or she shall at all time while working with, on or around the Horse exercise the utmost care. The Owner agrees that he or she shall be

liable for any damage done to any animal, any person or property and any of the Stable's equipment, truck and trailer by the Horse and/or the Owner. The Owner shall promptly pay on demand to the Stable the cost of repairing any damage done by the Horse to any of the Stable's property. The Owner further indemnifies, agrees to defend with counsel acceptable to the Stable and holds the Stable harmless for any injury or damage caused by the Owner or the Horse to any person or property of any person or the Stable, which injury or damage is caused by the Owner's willful misconduct or negligence or by any act of the Horse, including but not limited to damage or injury to any person, any other horse which may be in the Stable's care from time to time and any personal or real property.

Owner understands there are inherent risks in and around equine activities. These are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or death of persons and other equines around the equine including: bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medication, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects.

7. Emergency Care.

In the event of any injury to or illness of the Horse at any time while under the care of Sprouse's Corner Ranch, LLC, the Owner hereby authorizes Sprouse's Corner Ranch, LLC to undertake any veterinary care the Stable may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Horse, contacting a veterinarian, transporting the Horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by Sprouse's Corner Ranch, LLC under the circumstances. The Stable agrees to use reasonable efforts to contact the Owner as soon as practicable after the Stable has learned of the injury to or illness of the Horse provided that the same does not interfere with or delay in obtaining care for the Horse. The Owner hereby acknowledges that he or she shall be solely responsible for the costs of any such care, medication, services, advice and the like related to veterinary care for the Horse and agrees to indemnify and hold the Stable harmless from and against any costs incurred by it for the benefit of the Horse. The Owner acknowledges that the Stable may not carry or have available any first-aid or other veterinary supplies and that the Owner shall be solely responsible for providing the Stable with any veterinary materials he or she wishes the Stable to have available. The Owner hereby releases Sprouse's Corner Ranch, LLC from and against any and all liability for any injury to or death of the Horse caused by Stable's failure to take any action or election to pursue any course of action which the Stable deemed reasonable under the circumstances given the facts known to her at the time such decision was made, or, caused directly or indirectly by the Stable's failure to have adequate or necessary first-aid or veterinary supplies readily available to the care of the Horse.

Veterinary Preference for Emergency Care: _____

Veterinary Preference for Routine Care: _____

EMERGENCY DIRECTIVE: _____

Colic Surgery Authorized: (YES/NO)

8. Shoeing and Worming.

Stable agrees to implement a shoeing and worming program, consistent with recognized standards. Owner is obligated to pay the expenses of such services, including a reasonable stable charge. Such bill shall be paid within fifteen days from the date the bill is submitted to Owner.

Farrier/Blacksmith Preference _____

9. Ownership – Coggins Test.

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test.

10. Termination.

Either party may terminate this Agreement. In the event of a default, the wronged party has the right to recover attorney's fees and court costs, resulting from this failure of either party to meet a material term of this Agreement.

11. Notice.

Owner agrees to give Stable thirty (30) days notice to terminate this Agreement. The Owner cannot assign this Agreement unless the Stable agrees in writing.

12.

Stable has the right of lien as set forth in the law of the State of Virginia for the amount due for board and additional agreed upon services and shall have the right, without process of the law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

13. (a) Governing Law.

This Agreement is subject to the laws in the State of Virginia. Any legal action must be taken in Buckingham County. The parties have executed this Agreement this _____ day of _____, (year).

OR

(e) Arbitration

The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with the rules. Said arbitration shall take place in Buckingham, Virginia.

14. Entire Agreement.

This constitutes the entire Agreement between parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

STABLE

Signed by: _____

Address

City State

(_____) _____

Telephone

OWNER:

Signed by: _____

Address

City State

(_____) _____

EMERGENCY CONTACT NUMBER (_____) _____