

STONE BRIDGE EQUESTRIAN CENTER

100 Equus Loop
Natural Bridge, VA 24578
(540) 291-1000

Monthly Boarding Agreement

This Boarding Agreement contract is made and entered into this _____ day of _____, 2017, by and between Stone Bridge Equestrian Center, LLC, hereinafter designated "Farm" or "SBEC" and Boarder _____, hereinafter designated "Owner."

Owner's contact information is as follows:

Address _____

Mobile phone _____ **Other phone** _____

Email _____

Farm agrees to accept Owner's horse(s) listed below for boarding; and it is the plan and intention of the Owner to board this horse. Owner and Farm mutually agree as follows:

1. Board Services. This agreement shall be for the boarding of the horse(s) as described:

Name	Breed	Sex	Color	Height	Markings

SBEC agrees to provide the services which have been circled below at the charge set opposite each service (charges are per horse). All fixed charges will be non-refundable and payable monthly in advance. The charges will be due the first day of each month. SBEC may adjust monthly prices by providing 30 days' written notice to Owner.

1a. Service Option (CIRCLE ONE) **2017 Monthly Cost**

Full Board: **\$700 per month**

Full Board includes twice daily feedings of a reasonable amount of the highest quality hay and Southern States feed (**up to 6 pounds daily total.**) Stalls are cleaned and re-bedded daily. Horses are turned out daily, weather permitting. Full Board includes blanketing, application of boots, Owner-provided fly spray and fly masks, basic first aid for minor scrapes or scratches, and administration of Owner-provided supplements in feed. The scheduling of farrier and preventive care veterinary appointments is included.

Custom Board:

\$800 per month

Custom Board includes Full Board, an unlimited amount of the highest quality hay and Southern States feed (**up to 9 pounds daily total.**) Custom Board includes the scheduling of all veterinary, farrier, masseuse, chiropractic and other appointments. SBEC staff will hold client horse(s) for appointments, and consult with professionals of behalf of Owner. Initial 2 hours per month of veterinary directed medical care and medication administration is included. Once daily feet picking is included. Personal laundry service, excluding blankets, as well as consolidated, comprehensive end of month billing comprising charges for farrier, masseuse, SBEC and IEA shows is provided.

Training Board:

\$1200 per month

Training Board includes Full Board, 3 training rides per week, 1 lesson per week, tacking and untacking of horse 6 days per week, and grooming 6 days per week.

The term "Board," as used in this Agreement, shall include normal and reasonable care including feed, stall cleaning, turnout (at discretion of Farm), blanketing and handling. It does not include daily grooming. **Any special feeds, supplements, grass forage, etc., must be purchased by the Owner; or, if purchased by the Farm, will be billed by the Farm to the Owner separately.**

The Farm shall keep the horses in the stalls, pastures and paddocks as it, from time to time, determines. Owner shall be responsible for the cost of any special services provided for the horse(s) and for all veterinary services, medical costs, farrier services, transportation and other miscellaneous costs that may be incurred with respect to the horse(s). **Owner shall be responsible for any fence boards broken by Owner's horse, to be billed at \$12 per replacement board.** Owner may utilize the riding arenas, trails, private and public tack rooms and wash stalls adjacent to and in the barn subject to reasonable rules of time and use availability as periodically established by the Farm.

2. Lessons. All lessons purchased under this Agreement will be billed in advance. It is the Owner's responsibility to schedule such lessons with the instructors. Lesson cancellations must be made 24 hours in advance by phone call to the instructor, or the Owner will be charged for the lesson. Make-up lessons, if any, must be scheduled within one month.

3. Private Trainer Privilege Fee. Boarders will be charged by SBEC a \$50 per month (per rider and/or per horse) Private Trainer Privilege Fee for unlimited, as available, use of the Farm's facilities for lessons with trainers (independent contractors) not employed by SBEC. This fee is separate from any monies paid for individual lessons to compensate instructors. **Initial** _____

4. Term. The term of this Agreement shall begin on the date noted in Paragraph 1, above, and continue on a month to month basis until terminated in accordance with the provision of this Agreement.

5. Fees. Owner shall pay SBEC a fee of \$ _____ per month for the services selected above, subject to change as provided herein, per horse on the first day of each month in advance, provided that the fee for any initial partial month shall be paid upon execution of this Agreement and be prorated at \$35 per day for the partial month. Owner shall pay as billed any expenses not covered by the boarding fee for goods and services provided by Farm other than those set forth in Paragraph 1. Owner shall pay a non-refundable fee of \$100 per month to bridge gaps in the boarding term in order to reserve stall, should horse be temporarily boarded elsewhere in excess of 30 days. Payment is due upon receipt of bill subject to a finance charge of 15% per annum on all balances over 5 days old. **Initial** _____

6. Horses. Horse shall be free from infectious, contagious or transmittable disease. Required: current negative Coggins Test, Veterinarian's health certificate (if arriving from out of the Commonwealth of Virginia), a health, deworming and immunization record. Farm reserves the right to refuse horse if not in proper health upon arrival. Farm also reserves the right to notify Owner at any time if it determines that the horse is dangerous, sick or undesirable for a boarding stable. In such case, owner is responsible for removing horse within seven (7) days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.

7. Owner's Authorization. Owner will provide horse's requirements for veterinary and farrier services at Owner's expense. If such services are needed by Owner's horse(s) and if Farm cannot obtain instructions from Owner in sufficient time to allow such services to be rendered to such horse within the time Farm deems advisable, Farm may contract for services and will be reimbursed for them by Owner.

8. Assumption of Risk. Owner is fully aware that the ownership, care, riding, jumping, and general association with horses is an inherently dangerous activity, both to the rider and to the horse. Owner realizes there is a constant risk of injuries in these and related activities to both the rider and the horse. By attending shows and participating in other activities and utilizing the services contemplated by this Agreement, including without limitation boarding, training, riding, showing, trailering, transport or any other services related in any way to horse care and maintenance, Owner and Owner's designees assume all risks associated with such activities. The fact that Farm makes available facilities for the boarding, training, showing, transport or other services indicated in this Agreement does not mean that Farm is assuming any of this risk, but rather all risks remain with Owner and are expressly assumed by Owner and Owner's designees.

9. Limited Insurance and Assumption of Risk. Farm maintains no limited liability insurance. No insurance is carried covering horses or equipment owned by the Owner. Farm shall not be liable for any loss, sickness, disease, stray, theft, injury or death which may be suffered by any horse(s) covered by this Agreement while such horse(s) is in Farm's care, custody, and control or being shipped to or from the care, custody and control of Farm, or for any other cause or causes of action whatsoever arising out of or in any way connected with the boarding of the horse(s). It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Owner's horse and all personal property (i.e., Tack, etc.) ***Farm will keep a record in Farm's files of Owner's horse's insurance and if Owner does not have insurance on Owner's horse, please indicate so by **initialing here** _____.*** Owner agrees to abide by all of Farm's rules and

regulations and wear proper safety equipment (ASTM/SEI approved safety helmet, shoe with a heel, body protector when jumping cross country.)

10. Release. Further, all persons designated as Owner in this Agreement on behalf of themselves and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue Stone Bridge Equestrian Center, LLC, Select Equine Properties, LLC, its partners, members, employees, agents, contractors, and their successors and assigns with respect to any loss or damages, injuries or death to Owner and the horse(s) utilized by them, or to any other property of theirs, whether caused by the acts of any such persons or otherwise.

This release specifically covers but is not limited to the following, and the “Owner” understands the intrinsic dangers of equine activities, meaning those dangers or conditions that are an integral part of equine activities, which include but are not limited to, any of the following:

10.1 *The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;*

10.2 *The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;*

10.3 *Hazards, including, but not limited to, surface or subsurface conditions; a collision with another equine, another animal, a person, or an object;*

10.4 *The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.*

The term “equine activity” is defined to include, among other things, the activities you engage in at Stone Bridge Equestrian Center, LLC/Select Equine Properties, LLC, One Hundred Equus Loop, Natural Bridge, Virginia, with respect to the riding and boarding of horses and the term “equine activity participant” includes you identified as “Owner” and other riders and/or boarders in that regard.

Owner, on behalf of himself and his designees, and their respective representatives, heirs and assigns, hereby releases, waives, discharges and agrees not to sue Farm, Select Equine Properties, LLC, its partners, members, employees, agents and contractors and their successors and assigns with respect to any liability or claim made by any person with respect to the loss, sickness, disease, stray, theft, injury or death of the horse, whether caused by the negligence of Farm or otherwise.

Owner also similarly and to the same extent, releases such persons named above from any claims or demands with respect to any first aid, treatment or other services rendered to Owner or Owner’s designee or the horse(s) utilized by Owner or Owner’s designee in connection with the services outlined in this Agreement.

11. Indemnification. Owner shall indemnify Farm, Select Equine Properties, LLC, and its representatives, partners, members, employees, agents and contractors, and their successors and assigns against any claims, damages, causes of action or other liabilities for injuries to persons or property caused by their horse(s), Owner or persons designated to ride horses by Owner during the term of this Agreement.

12. Center Rules. Farm may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of Owner or Owner's designees shall constitute a default under this Agreement.

13. Lien. If payment is overdue by 30 days, the Farm is entitled to a lien against horse(s) for amount due and shall enforce lien rights and in connection therewith dispose of the horse(s) for any and all unpaid charges at public or private sale after five days written notice to Owner according to the appropriate laws of the state.

14. Default. Owner shall be deemed to be in default of this Agreement upon any failure to pay fees provided for herein when due or if Owner defaults in the performance or observance of any of the covenants or performance of any conditions of this Agreement and such default shall continue for ten days after written notice thereof in any of which cases Farm may declare this Agreement in default, terminate the Agreement or bring suit for collection of monies due Farm, or foreclose upon Farm's security lien interest in the horse(s) or seek such other remedies as are available to it by law or take any or all such actions.

15. Termination. Owner may terminate this Agreement only by giving thirty (30) days prior written notice, and Owner shall continue to be responsible for the payment of all boarding and other charges during the notice period. The Farm may terminate this Agreement on five days written notice to the Owner. Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney's fees related to such breach.

16. If a horse is temporarily removed from the premises for any reason (e.g., horse show or vacation) for an interim period during the term of this Agreement, there will no abatement of board for that period.

17. Owner understands that no riding on property adjacent to that of Stone Bridge Equestrian Center is permitted. Minor children are not permitted on the premises without adult supervision. Pets are not permitted on the premises under any circumstances.

18. No Assignment. Neither party may assign all or any portion of this Agreement.

19. "Designee." As used herein, the term "designee" of an Owner includes Owner's minor children and such other persons who may be authorized by Owner to use Owner's horse(s).

Date Signed _____

By _____
Stone Bridge Equestrian Center, LLC

Date Signed _____

Owner _____

Owner Address _____

Owner Phone _____

This contract is made and entered into the Commonwealth of Virginia and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, that individual clause is null and void. I have read, understand and agree to be bound by this agreement.

Owner _____

Stone Bridge
Equestrian Center

