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Board Contract

****Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms.**

This equine service contract dated the _____ day of _____, _____ is made and entered into between **Garlands** (hereafter, "Farm") and Client:

Name _____ **SSN** _____

Address _____ **City/State/Zip** _____

(____) _____ (____) _____ (____) _____
Home Phone **Work Phone** **Cell Phone**

(____) _____ _____
Fax **Email Address**

Emergency Contact Name & Phone Number

1. Horse: This contract pertains to the following horse(s) (hereafter, "horse(s)"): _____

Name of Horse _____ **Registration # (if applicable)** _____

DOB _____ **Color** _____ **Sex** _____ **Breed** _____

Name of Horse _____ **Registration # (if applicable)** _____

DOB _____ **Color** _____ **Sex** _____ **Breed** _____

2. Equine Insurance: Client will be responsible for providing Farm with Insurance carrier, telephone numbers and requirements for any situation arising that may require a claim. Farm will not be responsible if information is not provided and notification falls outside of required deadline.

Insurance Co.	Policy #
(____) _____	
Insurance Co. Phone Number	

3. Ownership if Horse: (choose one)

Has full title and registration (copy attached)	YES	NO
Leases the horse (copy attached)	YES	NO
Manages horse (copy of agreement)	YES	NO
Purchased horse on installment contract With full payment due ____ / ____ / ____	YES	NO

Title and registration currently held by:

Name	
<hr/>	
Address	City/State/Zip
(____) _____	_____
Phone	Email Address

Client represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner record to enter into this Agreement and to house Horse with Farm. If Client is not the owner of the record of Horse, Client nonetheless agrees to be fully bound by the terms of this Agreement, and therefore liable for all sums thereafter.

4. Care and Maintenance: The Farm will provide reasonable conditions and facilities, proper feed, sufficient water and adequate shelter as required; in a manner consistent with good horsemanship in the state of Virginia, during the term of this contract. If Client's horse has special requirements, they are to be full detailed in an attached sheet. Feed supplements must be provided by Client. Farm shall have the right to use reasonable and customary restraints and training aids to move Horse should they be necessary if, for example, Horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Farm and Client will come to a mutual agreement on how to handle said situation and documentation will be placed in Client file.

5. Vaccinations/Health: Client warrants that the horse is free from all communicable diseases upon delivery to the Farm. **On or prior to arrival at the Farm,** Client shall provide a record of current vaccinations for the following: Equine Influenza, Rhinopneumonitis, Tetanus, Eastern/Western Encephalitis, Rabies, **Potomac Horse Fever and West Nile Virus.** A current (within 12 months) negative coggins will also be provided upon arrival. If the horse arrives without record of such vaccinations, the Farm may, at its option, either not accept the horse or will provide vaccinations and any necessary tests at the Client's expense.

6. Veterinary Care: The Farm will not be responsible for maintaining and providing vaccinations, deworming or any other veterinary needs unless agreed upon in advance by Client and the Farm. Client is responsible for keeping all vaccinations/dewormings/coggins, etc. current and must provide Farm with this information as updated. The Farm must be notified of any veterinarian service that is scheduled by Client and Client or representative must be on site for said treatment unless agreed upon in advance with Farm. Additional charges may be incurred by Client if Farm representative must be or should need to be available for help with handling Client horse during any veterinary treatment. **(see #8 Handler Feed below)** The handling of emergency services will be dictated as noted in Client's copy of the Veterinary Treatment Authorization and release on file. If Horse is or appears sick or injured, Farm will make every effort to contact Client or representative. If Client or representative is unavailable, Client gives Farm permissions to contact Client veterinarian of choice as noted below. If Client veterinarian is unavailable, Client authorizes Farm to call its veterinarian (Virginia Equine Clinic), and Client will be fully responsible for all veterinarian charges incurred. Any veterinary expenses incurred on behalf of the Client will be billed directly to the client by the farm veterinarian (Virginia Equine Clinic) or the veterinarian providing the service.

Client Veterinarian _____

Clinic _____

Office Phone _____

Cell Phone _____

7. Farrier Care: The Client is responsible for maintaining and providing necessary farrier care, including shoeing, trimming, and any corrective work, at their discretion, and at Client's expense. Client is responsible for notifying Farm as to when Client farrier is expected on site and is asked to adhere to reasonable operating hours for farrier visits. Client or representative must be on site for any farrier scheduled visit other than that of the farm provided farrier. If Client or representative can not be available for Client farrier, please note handling fees will be charged as noted in **#8 Handler Fees below**. The Farm can provide farrier care by its designated farrier if agreed upon in advance by Client and the Farm. Client is responsible for notifying Farm when farrier work is required and the Client is responsible for leaving a check with the Farm to pay for farrier services. Farrier work will not be done unless a check is on hand to pay for said services. The farrier is a private contract individual and said services are not associated with the Farm in any way.

8. Handler Fees: A Farm representative can be available for handling Horse for any service other than those provided by the Farm on a daily basis. There will be a \$10 fee for a farm representative to handle your horse for up to 60 minutes. Any time in excess of the first 60 minutes will be billed at \$10/hour or any part thereof.

9. Use of Facilities: Farm facilities are available to the Client, including outdoor round pens, outdoor riding ring, indoor riding arena, grooming bays and wash racks. Client is not entitled to use any of the Farm's equipment with the exception of brooms, rakes and muck tubs as necessary to clean up work areas.

10. Helmets and Safety Gear: I understand that it is the recommendation of Farm to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on or around a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear.

Initials

11. Visitors: Visitors are always welcome at the Farm, but should be kept to a respectable minimum per visit. All visitors, including Client family members, guests and representatives are

required to sign a waiver to be kept on file at the farm. Waivers can be obtained from the office or from a farm representative. Forms must be turned in upon arrival at Farm and will be kept on file.

12. Boarder's Tack, Equipment and Supplies: Client assumes all risk for any personal tack, equipment and supplies kept on Farm premises. All reasonable efforts will be made to secure Client's property as per Farm's normal security procedures. Farm is not responsible for any damages, loss or theft.

13. Damages: Any damages incurred as a direct result of Client or Client's horse, representative or guest's actions shall be immediately reported to a Farm representative. Reimbursement by Client for any damages will be determined on a per occurrence basis. All reasonable efforts will be made to make repairs as affordable as possible in order to return damaged area to its previous condition.

14. Billings: The Farm will bill each client a month in advance for board fees. **Board is \$625/month payable by the first of the month billed. Returned payments will be assessed a \$35 fee. There will be \$50 assessed on invoices not paid by the fifth of the month billed. Any balance unpaid for more than 30 (thirty) days shall also be charged an interest rate of 1.5% (percent) monthly in addition to the \$50 penalty.** If Client fails to pay any amount due under this contract for more than 30 (thirty) days, the Farm may, at its discretion, immediately cease the service program and accelerate all amounts due under this contract option upon 10 (ten) day written notice to the Client. All service program fees are subject to change upon 30 (thirty) days prior written notice to Client.

15. Right of Lien: Client is put on notice that the Farm 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 the Horse(s), and also for any storage or other charges due hereunder, and further agrees Farm shall have the right, without process of law, to attach a lien to Client horse(s) after 2 (two) months of non-payment or partial payment and Farm can then sell horse(s) to recover its loss.

16. Release of Horse: Client agrees that all outstanding balances due for board, training, veterinarian care, farrier work and other fees, charges and expenses incurred pursuant to this contract shall be paid prior to Farm releasing the horse. **Client shall make arrangements with Farm for the horse's release at least 14 (fourteen) days in advance. If Client fails to do so, Client will be responsible for all fees (including training); a) for the balance of the current month if notification is made before the 20th of the current month or; b) the balance of the current month and the next full month if notification is made on or after the 20th of the current month.** Client is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates. Upon commencement of loading the horse for shipping and transport, Client agrees to assume full responsibility and liability for the horse's health, soundness, transportation and care.

17. Acceptance of Horse: This contract is not effective until approved and executed by the Farm, which reserves its right to reject any horse at its sole discretion, and to return any unruly horse at Client's expense.

18. Assignability: Client may not assign any rights or delegate any duties under this contract without prior consent of the Farm.

19. Termination of Service: The Farm may, without cause, terminate any service program provided or intended to be provided by the Farm under this agreement by notifying Client at least 15 (fifteen) days prior to the termination date.

20. Term of Contract: This contract shall continue in full force and effect until terminated by either party.

21 Termination of Contract:

A. Termination without cause: Each party is entitled to terminate this contract without cause by notifying the other party in writing at least 10 (ten) days prior to the desired termination date. Notwithstanding any such termination, all fees shall be due and payable with regard to services performed prior to the termination date.

B. Termination with cause: Each party is entitled to terminate this contract by written notice to the other party if the other party breaches or is default of any obligation under the contract, which breach or default is incapable of cure or in which, being capable of cure, has not been cured within 10 (ten) days after receipt of written notice of such breach or default.

22. Limitation of Liability/Indemnification: In the performance of it's services under this contract, the Farm shall be an independent contractor, acting in its own behalf, and shall have no authority to act in any other capacity and shall not be deemed an agent of Client, and shall not be responsible for the performance of any services, except as expressly set forth in this agreement. The Farm and its subsidiaries, owners, officers, independent contractors, guests, agents and employees shall not be liable for any sickness, disease, theft, death or injury that may be suffered by the horse while on the farm, not any loss, damages or injury arising out of or connected with boarding, conditioning, training, transporting or other services pursuant to this contract. Client fully understands and assumes the special risks inherent in conditioning, training, handling, riding, boarding and transporting horses. Client acknowledges the mortality and other insurance is available, and that it is Client's sole responsibility to obtain any desired coverage. The Farm shall not be liable for any personal injury or disability which the client or their agents, representatives or family may receive while on the Farm's property or due to the Farm's equipment. Client agrees to indemnify and hold harmless the Farm from any claim related to damages, illness or injury cause by the horse, and from any claim by a buyer of the horse. Client further agrees to reimburse the Farm for damages to any of the Farm's facilities or equipment which is caused by the horse. Client agrees to pay all expenses and attorney's fees incurred by the Farm in defending such claims.

23. Exclusivity: Nothing in this agreement limit's the right of the Farm to sell any of its services to any other person or entity, and it is anticipated that the Farm will continue to offer its services to such persons or entities even though these services are similar to the services provided to the Client.

24. Notices: All notices, requests and consents required or permitted by this contract shall be in writing and hand delivered personally or sent by registered or certified mail to the appropriate address specified, or such other addresses as the sender has been notified in writing.

25. Entire Agreement; Construction, Jurisdiction, Attorneys' Fees: This contract contains the entire understanding of the parties concerning the subject matter, and may be modified only in writing. Headings and titles are for convenience only and shall not influence and construction or interpretation of this contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be interpreted and construed by the laws of the remainder. This contract shall be interpreted and construed by the laws of Virginia. At the Farm's option, jurisdiction and venue for all disputes connected with this contract shall be Powhatan County ,Virginia. This contract shall be binding upon the heirs, assigns, executors and administrators of the respective parties. If a lawsuit is filed, or counsel is retained to enforce the provisions of this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

Garlands _____ / _____ / _____
Date

Client _____ / _____ / _____
Date