BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20___ made by and between ***Harmony Ranch LLC***, hereinafter referred to as "STABLE", providing services as an independent contractor, located at *Woodson Farm Ln. Ashland, Va 23005* 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

A) **Lesson Stall Board $_____+ owner provides feed**

B) **Lesson Pasture Board $_____+owner provides feed**

In consideration of $ _____ per horse per month paid by OWNER on the First day of each month, STABLE agrees to board the herein described horse (s) from (1 year term) _____**to** _____ commencing _____. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Fees received after the **5th** will be subject to a **late fee of $15.00.**

2. DESCRIPTION OF HORSE(S)

Name:_____

Age:_____

Color:_____

Registration/Tattoo:_____

Sex:_____

Breed:_____

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

_____

3. HAY, FEEDING 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 horse (s). Blanketing, Turnout, Use of Arena

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current Vaccinations are ***mandatory***. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly. A negative current Coggins test is required for all horses arriving to stable.

5. 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.

6. 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.

7. 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 from the date OWNER receives notice thereof, provided however, that *STABLE is authorized to arrange direct billing by said care provider to the OWNER.*

8. 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***

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.

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9. DEFAULT
Any payment due STABLE under this AGREEMENT shall be due and payable by the **fifth** 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.

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

13. 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 ***one (1) month of non-payment or partial payment*** **and STABLE can then sell horse (s) to recover its loss.**

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

Owner's Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Home Phone : _____
Cell Phone : _____

Owner/Boarder Signature: Date:

X_____ X_____