

## BOARDING AND TRAINING AGREEMENT

Date:

The following document is the sole agreement between Boarder and Stable/Trainer, regarding the Horse described within:

Horse:

Color:

Age:

Height:

Breed:

Registry:

Date of last vaccinations/vaccinations given:

Boarder:

Address:

Phone:

Email:

Stable/Trainer: Shenandoah Sporthorses/Alice Bruno

Address: 105 Beech Hill Road

Lexington, VA 24450

Phone: 540-319-9810

Email: shenandoahsporthorses@gmail.com

- 1. Purpose of boarding/training:** Boarder and Trainer agree that the Horse will be boarded at the Stable described in this agreement and ridden 3-6X weekly by the Trainer or a Stable employee of Trainer's choosing to prepare the Horse to be sold.
- 2. Ownership of/Authority over Horse:** Boarder represents and warrants that they are the owner of record of Horse(s), or that they have express authority of the owner of record to enter into this Agreement and to house Horse(s) with Stable. If Boarder is not the owner of record of Horse(s), Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.
- 3. Boarding/Training Fees:** Cost for the services herein above shall be \$\_\_\_\_\_/month, due on the first day of each month. Payment received after the fifth of the month will be subject to a \$20 late fee, plus \$5 in late fees for reach additional day thereafter on which Board plus accrued late fees remain unpaid. LATE PAYMENT FEES ARE ENFORCED. There will be a \$40 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges. Stable's failure to enforce this or any terms of the Agreement is not a waiver of Stable's rights under this Agreement and will not prevent Stable from enforcing such terms at a later time. This agreement will automatically renew monthly unless a new agreement is reached, put in writing and signed by both parties.

#### 4. Insurance:

#### 5. Stable's Services:

- a. a. Stable agrees to provide one stall for the each Horse which will be mucked out 7 days/week.
- b. b. Horse will be provided with turnout time at owner's Boarder's request. Stable will follow Boarder's wishes regarding turnout as closely as possible, but cannot guarantee a given schedule for turnout. Horse will be turned out with other geldings.
- c. c. Horse will be fed as much hay as he will eat, or as owner requests, at no additional charge. Grain will be paid for by Boarder and will be fed 2x/daily.
- d. d. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, Horse refuses to move or becomes a danger to itself or others. Furthermore, if Horse becomes a danger to itself or others, Stable need not muck Horse's stall or provide turn-out time. Stable will immediately notify Boarder in this situation. if Horse becomes a danger to itself or others.
- e. Stable will take Horse's blankets off and put them on as necessary at Stable's discretion at no additional cost.
- f. Stable will send monthly training videos of the Horse.
- g. Stable will apply thrush medication to the Horse's feet one time per week (medication to be provided by owner.).

**6. Veterinary Care:** Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's Horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder hereby gives Stable permission to call Stable's veterinarian, either Dr. Tracy Bell, Blue Ridge Equine, or Dr. Martha Moses, and that Boarder will agree to be fully responsible for all veterinarian charges so incurred. Boarder also agrees that Boarder will keep Horse current on all customary deworming and vaccinations.

**7. Farrier Care:** Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. The Stable uses and recommends Brandon White, phone 540-292-9064. If Boarder's horse is in need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will agree to be fully responsible for all farrier charges so incurred.

**8. Safety and Release From Liability: BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF YOU, YOUR CHILD'S, OR YOUR GUEST'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.**

**\*\*\*\*\*READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.\*\*\*\*\***

- a. **Helmets and Safety Gear.** I understand that it is the recommendation of Stable 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, my family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial: \_\_\_\_\_

b. **Horses are Inherently Dangerous.** I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable can not control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.  Initial: \_\_\_\_\_

c. **I am Responsible for my own Conduct and tThat of my Horse.** I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.  Initial: \_\_\_\_\_

d. **RELEASE AND WAIVER OF LIAIBLITY;, AND ASSUMPTION OF RISK.** I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.  Initial: \_\_\_\_\_

e. **Death or Injury to Horse.** Although the Stable will care for all horses as though they were their own, and every effort will be made to ensure the health and safety of Boarder's horses, Stable, its owners, trainers, agents or employees will not be held responsible for the injury or death of Horse.  Initial: \_\_\_\_\_

f. **HOLD HARMLESS, DEFEND AND INDEMNIFY.** Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.  Initial: \_\_\_\_\_

g. **Costs, Attorneys' Fees, and Expenses.** In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial: \_\_\_\_\_

**9. Stable's Remedies:** If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

**10. Assignment, Transfer, Entirety, Amendments:** No party may assign or transfer this Agreement without the prior written consent of the other parties. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties. The parties may amend this Agreement only by a written agreement executed by all parties.

**15. Comprehension:** Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

**16. Governing Law and Venue:** This agreement shall be governed by the laws of Virginia. Venue for resolution of disputes shall be proper in Rockbridge County, Virginia.

**17. Any Additional Clauses or Stipulations (both parties must initial):**

**BOARDER:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_(printed)

**STABLE:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_(printed)