

STALL BOARDING CONTRACT

CHAPEL VIEW, LLC 14296 Chapel Lane Leesburg, VA 20176 703-994-0430

This is a legally binding agreement between Chapel View, LLC hereinafter referred to as "Owner" and _____ hereinafter referred to as "Boarder".

Now it is hereby agreed that:

1. Boarder agrees to pay Owner a monthly payment of \$675.00 per horse in advance, and in return Owner will provide "stall board" for Boarder's horse(s) hereafter referred to as "horse(s)" at Chapel View Farm (Boarding Facility). "Stall Board" will include: providing a stall, daily turnout, daily feeding of grain and hay, administering of supplements provided by owner, blanketing, and daily stall cleaning.
2. Horse (1) named: _____, (gender) _____, (breed) _____;
Horse (2) named: _____, (gender) _____, (breed) _____;
Boarder certifies that horse(s) is in good health and has no contagious disease that can be transferred to other horses at Owner's property. Boarder accepts liability for all medical and related costs incurred by Owner and other boarders if any contagious diseases are transferred to other horse(s) in care of Owner.
3. Horse(s) training, riding lessons, medical care, horse(s) shoeing, dental care, veterinarian fees and expenses (collectively), and "other expenses" incurred with respect to Boarders horse(s) are not included in the monthly stall board fee and shall be paid by Boarder. Owner shall bill boarder monthly on or around the 15th of each month for boarding fee and other expenses. Boarder must directly pay all expenses for horse(s) shoeing, dental care, and veterinarian fees.
4. Boarder agrees to follow the farm rules. If Boarder does not follow rules, Owner reserves the right to terminate this boarding contract and Boarder and horse(s) will be required to leave the property in accordance with the provisions of this boarding contract. If Boarder's horse(s) is not removed from Owners premises within the thirty-day period, Owner may take any action to recover losses incurred.
5. Owner may terminate this boarding contract without prior notice to Boarder and at Boarders sole expense to remove Boarders horse(s) from Owners premises. In the event that Owner determines that Boarder has caused injury or damage to the facility and/or its Owner or employees, this contract may be terminated without notice.
6. Payment for services provided in {1} above will be due the first day of every month. Payments made more than five (5) days beyond the due date will be subjected to a 3% late fee per month.
7. Returned checks will result in a \$35.00 charge to the Boarder, which will be due with the following months boarding fees.
8. Owner can implement price increase having given the boarder thirty (30) days notice.
9. Boarder agrees to maintain said horse(s) in excellent condition and to provide documentary evidence that all vaccinations (including but not limited to rabies, strangles, rhino, influenza, tetanus, Potomac horse fever, and West Nile) and worming are current and kept up to date. Boarder agrees to provide documentary evidence that the horse(s) has current negative Coggins test prior to horse(s) arriving at the facility.
10. Boarder has unlimited use of Owners land and riding rings for the purpose of horse(s) grooming and riding. In return, Boarder assumes all liability for injury to persons and animals as a result of Boarders activities on Owners property. Owner will not be held liable under any circumstances for any injuries, accidents, damages or sickness to Boarder, Boarder's horse(s) or Boarder's guests while on Owner's property.
11. Boarder hereby agrees to furnish telephone numbers where contact can be made in an emergency. Owner shall make all reasonable efforts to contact Boarder regarding any emergency medical treatment for Boarder's horse(s). In the event that Owner is unable to contact Boarder, Boarder hereby agrees that Owner can contact, and if necessary call out, a vet in order to remedy a medical or behavioral situation with Boarder horse(s). Boarder agrees that all fees associated with such action will be Boarders responsibility and that Owner will not be held liable whatsoever for all or any part of charges incurred, nor any negligence related to horse(s) shoeing or medical treatment.
12. Boarder releases from liability of Owner, their officers, managers, agents, employees, or anyone under Owner's direction and control from any and all injury, illness, disability, theft, or death of Boarders horse(s) arising out of any occurrence while Boarder's horse(s) is boarded with Owner or ridden at the facility. Boarder further releases, discharges and agrees to indemnify Owner and any foregoing persons, from all actions, cause of action, claims, liabilities, judgments, costs, expenses and other obligations, including without limitation, and of the foregoing arising out of injury, death, or damage to property suffered by Boarder or any third party, which the boarder may have now or in the future from any cause whatsoever, or which arise out of Owners first aid or emergency medical treatment furnished by Boarder or Owner.
13. Boarder agrees that owner will not be held liable whatsoever in the event of death of Boarder horse(s) on Owner's property.
14. Owner accepts no liability whatsoever in the event Boarders horse(s) or property is stolen from Owner's property.

15. Both parties agree to provide thirty (30) days written notice for their intention to terminate this boarding contract.
16. Boarder agrees to pay all amounts due to Owner prior to removal of Boarder horse(s) from the premises. Boarder understands that a lien will be created on Boarder's horse(s) in favor of Owner due to the boarding, feeding and caring for Boarder's horse(s) and further grants Owner a security interest in Boarder's horse(s) pursuant to the Uniform Commercial Code to secure payment of any amounts due to Owner under this Boarding Contract and authorizes Owner to sign on Boarder's behalf and file financing statements covering Boarder's horse(s).
17. Owner can refuse Boarder access to Owners property until such time as all payments have been made pursuant to this boarding contract.
18. Boarder agrees to execute Owner Release and Hold Harmless Agreement. Boarder acknowledges that failure or refusal to execute the Release and Hold Harmless Agreement shall effectuate a termination of this boarding contract.
19. Boarder agrees to defend, indemnify and hold harmless Owner, their officers, agents, managers, employees, and anyone under Owners direction or control from any and all claims of every kind and nature whatsoever, occurring as a result of acts or omissions of Boarder or Boarder's agents, guests, or employees or occasioned by use or misuse or Boarder's equipment or Boarder's horse(s), or resulting from injuries or property damage caused by Boarder's horse(s)
20. Boarder assumes the risk of keeping the tack and any other personal property with Owner. Boarder releases Owner from all liability for any loss, loss of use, damage or destruction of such tack or personal property. If tack and personal property items are not removed within two (2) weeks of date of termination, boarder forfeits ownership of remaining tack and personal property items to Owner.
21. Owner reserves the right to implement, modify and add additional rules and regulations at their sole discretion without warning or notice to Boarder and without seeking Boarder's prior approval.
22. For the duration of this Boarding Contract, Boarder is also permitted to park horse trailers at Owners property free of charge and Boarder assumes the risk of bringing vehicles onto the premises and parking them there. Boarder understands that Owner accepts no liability whatsoever for any damage caused to or theft of Boarder's vehicles and horse trailer by any means.
23. Boarder agrees that if Boarder fails to pay charges and boarding fee when due, Boarder shall pay all expenses, including attorney's fees and costs, incurred by Owner in collection or attempted collection on Boarder's account.
24. This boarding contract contains the entire agreement between parties, shall be governed by and construed in accordance with the laws of the Commonwealth or Virginia and shall be binding upon and inure to the benefit of successors and assigns of the respective parties hereto. The invalidity or unenforceability of any provision of this Boarding Contract shall not affect any other provision of the agreement that can be given effect without such invalid or unenforceable provision, and to this end the provisions of this contract shall be severable.
25. If Boarder is under the age of eighteen (18), signature of a parent or guardian of Boarder is required and hat parent or guardian agrees to be bound by all terms and conditions of this contract.

Agreed, in full:

Signature - Boarder _____ Date _____

Signature - Owner/Agent/Operator _____ Date _____

Home Phone _____ Work Phone _____ Cell Phone _____

Email Address _____

Address _____