

PAINTED OAKS BOARDING STABLE AGREEMENT

WITNESS THIS AGREEMENT this ____ day of _____, 20____, by and between Painted Oaks Retired Horse Boarding LLC, herein after referred to as "Stable," and _____ address to be recorded at _____

(Telephone (_____) _____ - _____(Home), hereinafter referred to as "Owner."

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the fee schedule, attached hereto, applicable on the date above as issued by Stable, whether said fees be daily, weekly, or monthly. Payment shall be issued in accordance with that fee schedule on a timely basis. Any charges not paid in a timely manner shall be subject to charges set forth in the fee schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at fees applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee of \$_____ is due upon the first day of the month. **A late fee of \$5.00 per day** shall be charged and become due by owner if monthly boarding fee is not received as outlined above. In the event said payment is overdue by thirty (30) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Virginia.

2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. Owner agrees to submit copies of any and all registration papers on horse/s that establishes proper ownership of horse/s. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. Feed, Facilities, and Services. Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. If applicable, Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are indicated in the attached Fee Schedule and are subject to change at Stable's discretion.

4. 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, estray, 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 on Stables's premises. The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

5. 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.

6. Emergency Care. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING

ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. Limitation of Actions. Any action or claim brought by Owner against Stable for breach of this Contract must be brought within one (1) year of the date such claim or loss occurs.

8. Shoeing, Worming and Vaccinations. Stable agrees to pay for routine trims as required. Stable agrees to have the horse(s) wormed and vaccinated on a regular schedule at Stable's expense. Owner agrees to provide the necessary shoeing and other non-routine services for the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s).

9. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon signing of this agreement.

10. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon Sixty (60) days notice, regardless of the boarding period. All notices must be issued in writing unless otherwise agreed upon by the parties.

11. Right of Lien. The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$2,500.00 will be assessed.

12. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of VA, and shall be enforced and interpreted in accordance with the laws of said State.

13. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

By : _____
(Owner)

(Stable)
Painted Oaks Retired Horse Boarding LLC