

# TUDANE FARM

## BOARDING AGREEMENT

WITNESS THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between TuDane Farm LLC, hereinafter referred to as "STABLE", providing services as an independent contractor, located at Rutledge Farm, 22962 Carters Farm Lane, Middleburg, Virginia 20117, 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 AND TERMS

In consideration of \$2500.00 per month board, per horse paid by OWNER on the 1st of each month, STABLE agrees to board the herein described horse on a month-to-month basis commencing \_\_\_\_\_, 20\_\_\_\_. Show fees and incidentals/reimbursable expenses are billed in addition, on the following month's bill and due by the 10<sup>th</sup> of the month. In addition, Rutledge Farm charges a quarterly maintenance fee of \$240, to be billed separately.

Late Fees: Boarding fees paid after the 10<sup>th</sup> of the current month due will be subject to a late fee of \$50.00, billed the following month.

OWNER is solely responsible for all bills for vet, farrier, chiropractic, dental, massage and other independent equine health contractors.

### 2. DESCRIPTION OF HORSE

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

Registration Number(s) (if applicable): \_\_\_\_\_

Insurance Carrier, Policy and phone number (all boarded horses are required to have at least the minimum allowed amount of mortality insurance, and it is highly recommended that OWNER carry major medical coverage as well): \_\_\_\_\_

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## 3. STANDARD OF CARE

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and wellbeing of the horse:

- Feed, salt block, hay, bedding, daily stall cleaning, turnout, daily grooming, mane pulling, blanketing, rehab treatment, medicinal administration as needed (extraordinary medicines billed to or paid for by OWNER)
- For horse shows – management of arrivals and departures, packing, bedding, setup, stall requests, cleaning, clipping, wrapping, show prep, food prep and administration of medicinal prep for horse to go to show.
- Professional riding of horse as needed.
- Lessons when requested.
- Assistance tacking and un-tacking for owner during the hours from 7:30AM to 4PM (Until 6 PM Tuesday through Thursday).
- Provision of all grooming supplies, supplies for horse and tack cleaning, schooling and non-slip pads, and laundering of saddle pads, boots, show sheets and wraps.
- All riders responsible for care and cleaning of their tack or that of the horse they ride.

## 4. DEWORMING AND VACCINATIONS

Upon arrival of horse to STABLE, proof of current Tetanus, Rabies, West Nile, Rhino, EE, WE, Strangles, Potomac and Influenza vaccinations is required. A negative current Coggins test is required for all horses. Deworming and vaccinations are mandatory at TuDane Farm and OWNER agrees to have their horse(s) wormed and vaccinated on a regular schedule and authorizes STABLE to arrange for such treatment. Vaccination expense shall be the obligation of OWNER and will be directly billed from the veterinarian.

## 5. RISK OF LOSS

During the time that the horse is 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 on STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of STABLE, *are to be borne by OWNER*. OWNER understands that training may result in injuries of horse, and OWNER agrees to hold STABLE harmless from any claims caused by training. STABLE recommends OWNER insure horse for value of horse and to carry Major Medical Insurance for said horse.

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### **6. HOLD HARMLESS**

OWNER agrees to hold (a) STABLE, (b) STABLE's licensor, ABG Equine LTD, (c) Rutledge Farm LLC, ABG Investors LLC, Aleco Bravo-Greenberg, Sandra Bravo-Greenberg, and Monica Greenberg, located at 22962 Carters Farm Lane, Middleburg, Virginia 20117, jointly and severally, harmless from any claim resulting from theft, damage, disease, injury or death caused by or to said horse, loss or theft of personal property, personal injury or death of OWNER or his guests and invitees, to anyone and anything, including but not limited to legal fees and/or expenses incurred by STABLE, by STABLE's licensor, and by Rutledge Farm LLC, ABG Investors LLC, Aleco Bravo-Greenberg, Sandra Bravo-Greenberg, and Monica Greenberg, in defense of such claims. In the event of one of these occurrences, OWNER shall be liable to (a) STABLE, (b) STABLE's licensor, ABG Equine LTD, (c) Rutledge Farm LLC, ABG Investors LLC, Aleco Bravo-Greenberg, Sandra Bravo-Greenberg, and Monica Greenberg for all expenses, legal fees incurred, and for defense of any 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, provided however, that in the event the STABLE is unable to 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. The cost of such care secured shall be due and payable by OWNER and 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 included, but not limited to:

- **No smoking.**
- **Drive slowly.**
- **All riders and guests must sign a liability release before handling or riding any horse. It is OWNER's responsibility to ensure that his/her guests have completely filled out and signed a release.**
- **Persons under 18 may not ride unsupervised without a trainer's or parent's supervision.**

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- **ASTM approved helmets with chin harness in place must be worn at all times while mounted.**
- **Each person is responsible for cleaning up after themselves including cleaning their own tack and putting used laundry in appropriate bins.**
- **If you bring your dog, you must keep him/her in your horse's stall or on a leash tied outside the barn while you are riding.**
- **If you should ride on trails in the area please be respectful of landowner's property and leave any gates exactly as found if you pass through them.**
- **Do not feed or provide hay to any horse without STABLE's permission.**
- **Barn staff grooms, bathes, tacks, untacks and treats injuries on all horses. If OWNER would like to do any of the work themselves, please just let staff know, they are happy to oblige.**
- **Barn hours are 7 am to 9 pm Tuesday through Sunday. Please be respectful of farm residents and alert STABLE if you need to arrive during closed hours so we are informed as to who is coming and going and do not alert authorities of unauthorized visitors.**

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 by 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.

### **9. TERMINATION**

This boarding agreement is on a month-to-month basis and either party may terminate this agreement by giving the other party written notice thereof. The OWNER agrees to give 30 days notice to STABLE should termination of the agreement be desired. Failure to give 30 days notice will result in forfeiture of balance of monthly payment and charge for 30 days of boarding from time of notice. The STABLE reserves the right to terminate this agreement with 24 hours notice. It is understood by the parties of this agreement that no horses boarded under this agreement shall be removed from the care of the STABLE unless all sums of money owed under the terms of this agreement have been paid in full. It is also understood that the STABLE has a lien on said horse to secure payment for services provided by the STABLE hereunder, and further agrees that TuDane Farm, LLC shall have the right, without process of law, to attach a lien to your horse after (3) three months of non-payment or partial payment and if OWNER should not pay same, STABLE may sell said horse at private sale as provided by Virginia law.

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## 10. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

## 11. ALTERNATIVE DISPUTE RESOLUTION.

In the event that any disputes arise between parties to this AGREEMENT, with respect to this agreement, these parties acknowledge and agree that prior to initiating any litigation regarding such dispute, they shall submit their dispute to a mutually agreeable mediator for purposes of conducting non-binding mediation in an effort to resolve the dispute without the necessity of litigation.

The costs of the mediation and fees of the mediator will be borne equally by the disputants. The disputants will cooperate with the mediator in coming to a reasonable agreement on the mediation arrangements which will include the time and place for conducting the mediation, who will attend or participate in the mediation and what information and written material will be exchanged before the mediation. The mediation will be conducted at a place, in Loudoun County, Virginia, mutually agreeable to disputants.

## 12. ENTIRE AGREEMENT.

This AGREEMENT and any rules and regulations of STABLE and STABLE's Licensor constitute the entire agreement between STABLE and OWNER.

## 13. GOVERNING LAW.

This AGREEMENT is entered into and shall be construed under the laws of the Commonwealth of Virginia. Any legal proceeding shall be in Loudoun County, Virginia.

Executed on the date first set forth above.

By (STABLE): \_\_\_\_\_ (signature)

By (OWNER): \_\_\_\_\_ (signature)

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_