

CEDAR GROVE STABLES

Boarding Agreement

This Agreement is made on the _____ day of _____, _____, between Cedar Grove Stables LLC located at 5900 Emmaus Church Road, Providence Forge, VA 23140 and _____, owner of the horse described in Section 2.1. Fees.(a) In consideration of _____ Dollars per horse per month paid by Owner in advance on the first day of each month, Cedar Grove Stables agrees to board said horse beginning the _____ day of _____, 2006. Board for a partial month will be paid at the rate of \$25.00 per day and \$_____ per month thereafter.(b) Additional services, such as holding for routine care or shoeing, blanketing, spraying may be arranged and paid separately with Cedar Grove Stables Management.

2. Description of the Horse(s).Name: _____ Age: _____ Color: _____
Breed: _____ Sex: _____ Size: _____ Registration/Tattoo No.: _____

3. Turn-Out.

The Owner will be expressly responsible for all exercise unless arrangements have been made with the trainer. It is further understood that the horse will be turned out in a field with other horses with field location determined by Cedar Grove Stables. Individual turn out is available, arrangements must be made in advance with management.

4. Standard of Care.

Farm agrees to provide normal and reasonable care to maintain the health and well-being of said horse. Care includes feeding grain and hay as needed, and bimonthly worming with paste wormers. Horse will be kept in a fenced field which will have access to a run-in shed whenever feasible. Owner may keep tack, supplies and horse trailer for said horse on premises.

5. Risk of Loss/Hold Harmless

Warning. Under Virginia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. CODE OF VIRGINIA TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD, CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT, Va. Code Ann. § 3.1-796.130 (1994)

6. Indemnity.

Owner agrees to hold Cedar Grove Stables and its employees harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by Cedar Grove Stables in defense of a claim resulting from damage by said horse(s).

Owner agrees to hold Cedar Grove Stables and its employees harmless of any claim related to prop-

erty damage or loss of any tack, supplies, trailers, etc. that Owner may store or leave on property. Owner will provide separate property insurance coverage for any trailer and present Cedar Grove Stables with evidence of its coverage.

7. Emergency Care.

If medical treatment is needed, Cedar Grove Stables will call Owner. In the event Owner is not reached by telephone, Cedar Grove Stables has the authority to secure emergency veterinary and/or blacksmith care. However, Cedar Grove Stables has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. Cedar Grove Stables is authorized to arrange billing to the Owner, but Owner must make such arrangements with veterinarian and clinic in advance and provide the name and telephone number of said veterinary and farrier to Cedar Grove Stables at the time the horse first comes on the property.

8. Insurance

If Owner has purchased mortality or surgical insurance for the horse, Owner agrees to provide Cedar Grove Stables with the information required by the insurance carrier for reporting a claim and the insurance carrier's telephone number for reporting claims. Cedar Grove Stables agrees that if the Owner cannot be contacted directly in the event of an emergency, then Cedar Grove Stables will notify the insurance carrier of the potential claim on behalf of the Owner. The Owner acknowledges responsibility for the accuracy of any information on the insurance coverage and insurance carrier contact information provided to Cedar Grove Stables.

9. Shoeing

The Owner is responsible for all shoeing expenses and hoof care services for the horse.

10. Ownership - Coggins Test

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test. Owner further warrants that a current proof of a negative Coggins will be furnished annually.

11. Termination:

Either party may terminate this agreement with thirty (30) days notice. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs, resulting from this failure of either party to meet a material term of this agreement.

12. Notice.

Owner agrees to give Cedar Grove Stables thirty (30) days notice to terminate this agreement. The Owner cannot assign this agreement unless the Cedar Grove Stables agrees in writing.

13. Right of Lien.

Cedar Grove Stables has the right of lien as set forth in the law of the State of Virginia for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

14. Governing Law

This Agreement is subject to the laws of the State of Virginia. Any legal action must be taken in New Kent County. The parties have executed this Agreement this _____ day _____, _____.

15. Entire Agreement.

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

CEDAR GROVE STABLES:

Signed by: _____

OWNER:

Signed by: _____