

**LOCOCHEE FARM, LLC BOARDING AGREEMENT**

This Boarding Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between Locochee Farm, LLC (hereinafter "LF") and \_\_\_\_\_ who resides at \_\_\_\_\_ (hereinafter "Boarder").

In consideration of the mutual obligations expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**FACILITIES, CHARGES and PAYMENTS.**

1. LF shall permit Boarder to stable at LF's facilities known as Locochee Farm in Middleburg, Virginia, the horse or pony known as \_\_\_\_\_, with a declared value of \$\_\_\_\_\_ more particularly described as (OPTIONAL): \_\_\_\_\_

\_\_\_\_\_, (hereinafter "the Horse"), and shall permit Boarder to have access to LF's exercise areas, tack rooms, and wash stalls in any manner which is consistent with LF's rules and regulations (as stated herein or as may be posted or distributed from time to time) and in a manner which is not disturbing to the enjoyment of such facilities by LF's other boarders. The stabling facilities to be provided for the Horse shall consist of (check any which apply):

Stall Board: \_\_\_\_ (Rate/Month: \_\_\_\_\_)      Field Board: \_\_\_\_ (Rate/Month: \_\_\_\_\_)

2. LF also agrees to provide, and/or Boarder agrees to participate in, the following additional services: (OPTIONAL)

a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

b. \_\_\_\_\_ TRAINING (Rate/Month: \_\_\_\_\_) Boarder requests, and LF agrees to provide, training for the Horse in a manner consistent with industry practice for the development of the Horse to perform in the following discipline(s): \_\_\_\_\_.

Training Disclaimer: LF makes no representations or warranties as to the potential of the Horse to achieve success in the above-described discipline. To the extent LF has evaluated the Horse, it has done so solely for its own benefit and Boarder shall not under any circumstances rely on the opinions or evaluation of LF in determining the Horse's worth, potential, suitability as a competition prospect, or any other matter whatsoever. LF further makes no representations or warranties as to the level of training the Horse may be able to achieve. Boarder hereby recognizes and acknowledges that the Horse's success or failure may be the result of conditions outside of the control of LF, such as physical limitations and conditions, injuries and illnesses, the Horse's disposition, and the like. In the event that Boarder is not satisfied with LF's training of the Horse or the level of its achievement, the Boarder's sole remedy shall be to terminate this Agreement in accordance with the terms hereof.

3. In addition to the charges set forth above, Boarder agrees to pay all charges which are reasonably necessary for the boarding, maintenance, and health care of the Horse including, without limitation, charges for farriers, clipping, veterinary care, and medications. Boarder agrees that such charges may be added to the monthly board bill or may be billed separately, at LF's discretion, and that any separate bill will be paid upon receipt.

4. All board payments shall be payable to LF in advance of the fifth day of each and every month during the term of this Agreement, and shall be received by LF at its facility in Middleburg, VA. LF will render bills to Boarder for outstanding charges, if any, and Boarder agrees to pay all such bills upon receipt. Boarder acknowledges that LF has informed Boarder of its rates in effect as of the date of this Agreement and Boarder agrees that such rates are fair and reasonable charges for the boarding and other services, if any, to be provided. LF agrees that it will not change its rates without thirty days notice given by posting at LF's barn, which notice shall be deemed sufficient to bind the parties. Boarder agrees to pay LF interest at the rate of 18% per annum (1.5% per month) on any amount owed to LF which is not paid within thirty days of the date of LF' bill, in addition to costs of collection and attorneys' fees..

#### TERM AND TERMINATION; NOTICE AND LIENS

5. This Agreement shall be for a term of one month from the date stated above, and shall renew automatically for additional periods of one month each until terminated by one of the parties. This Agreement will terminate upon written notice hand-delivered or mailed to the other party (Notice by LF to Boarder by mail to the address provided below, or to a subsequent address provided to LF by Boarder; Notice by Boarder to LF at the address provided for payments, above), or upon Boarder's abandonment of the Horse.

- a. Boarder's Termination shall not entitle Boarder to any refund of sums paid pursuant to this Agreement. Boarder's dissatisfaction with services rendered or facilities provided shall not entitle Boarder to any credit or refund. After the first term of this Agreement, Boarder must give LF at least thirty (30) days notice in advance of the date on which Boarder intends to remove the Horse from the premises. If the Horse remains at LF for a portion of any month, Boarder shall pay all board charges and expenses for the entire month, without credit or offset.
- b. Removal of Horse: Subject to the lien remedies set forth herein, Boarder agrees to remove the Horse from LF's premises promptly upon termination of this Agreement. In the event the Horse is not removed promptly, LF shall have the following remedies in addition to any and all other remedies provided herein: (a) LF may collect board from Boarder at a daily rate computed based on LF's currently prevailing monthly rate of board, together with interest, costs and attorneys' fees; and/or (b) LF may deem the Horse abandoned pursuant to the provisions described below.
- c. Abandonment: Boarder agrees that for the purposes of this Agreement, "abandonment" of the Horse shall occur upon any of the following events: (a) Boarder's failure to pay LF any sums due it pursuant to this Agreement within 90 (ninety) days of the date of an LF bill demanding payment for same, or; (b) Boarder's failure to notify LF of any change of address or emergency contact information, and LF' subsequent inability to contact Boarder for a period of more than 90 (ninety) days for any reason whatsoever, or; (3) Boarder's failure to remove the Horse from LF's premises within 60 (sixty) days after the termination of this Agreement by written notice. It is the intent of the parties that in the event of Boarder's abandonment of the Horse, the Horse, and any other personal property owned by Boarder and located on LF's premises, shall become the exclusive property of LF, and LF may take possession and title of the Horse and any such personal property of Boarder without resort to legal action, other authorization or further notice to Boarder. Boarder understands and agrees that if LF takes possession and title of the Horse it may dispose of the Horse in any manner which it deems appropriate, with all expenses of such disposal, including costs and attorneys' fees to be borne by Boarder.

6. In addition to the provisions described above and any lien provided by law, Boarder hereby grants LF a security interest in the Horse and in any other personal property owned by Boarder which is located on LF' premises, to secure the payment of any and all sums owed to LF pursuant to this Agreement. Boarder authorizes and appoints LF as Boarder's attorney-in-fact for the purposes of executing any financing statements and sales and consignment agreements which may be necessary to perfect the security interest and to sell the collateral. Boarder grants to LF all remedies to secured parties under Article 9 of the Uniform Commercial Code (Virginia Code Ann. §§8.9-101 *et seq.*) including the right to sell the collateral at private or public sale and to deduct from the proceeds all board, transportation, and other expenses included in the keeping and sale of the collateral, and any other sums due hereunder.

#### VETERINARY MATTERS

7. VETERINARY POWER OF ATTORNEY: LF agrees to make reasonable efforts to contact Boarder in the event veterinary services for the Horse may be required. If LF cannot reach Boarder or a designated representative,

then Boarder agrees that LF shall have the absolute discretion to order any routine veterinary or farrier care for the Horse unless LF receives prior written notice to the contrary from Boarder. In addition, Boarder agrees that LF shall have the absolute discretion to order any veterinary or other care, (\_\_\_\_including euthanasia if recommended by a veterinarian, and owner or a designated representative cannot be reached within 60 minutes of such recommendation/\_\_\_\_not including euthanasia) that is rendered necessary, in the opinion of LF, by an emergency. Notwithstanding the foregoing, LF shall not be liable to Boarder for any failure to obtain such care. Boarder shall be solely responsible for providing the Horse's insurer with any notice of illness or injury that may be required by any policy of insurance covering the Horse. Preauthorized spending limit for emergency and/or critical care: \$ \_\_\_\_\_. Emergency contact #: \_\_\_\_\_.

8. Boarder will provide LF with a veterinary statement, including a copy of a negative Coggins and recent vaccinations for the following: Rhino, influenza, Potomac Horse Fever and Encephalomyelitis (Eastern and Western), rabies, tetanus, and West Nile Virus, before moving the Horse to LF. In the event that these documents prove fraudulent, Boarder will indemnify LF for any costs of defending any claims, including attorneys' fees, arising from such misrepresentation. Boarder further agrees to indemnify and hold harmless LF for any damages arising from misrepresentation of the Horse's good health.

#### RISK OF LOSS; INDEMNITY

9. RISK OF LOSS; INDEMNITY: Boarder acknowledges and agrees that LF has no responsibility to acquire or provide insurance for liability, mortality, loss or use, medical or surgical care, or any other insurance coverage for the Horse, for Boarder, for Boarder's personal property, or for any other person or person's property, and that Boarder must obtain such insurance at Boarder's own expense if it is desired. Boarder assumes any and all risk of loss or injury to the Horse and other personal property Boarder chooses to store on the premises and agrees to release and hold harmless LF therefrom. Boarder agrees to indemnify and hold LF harmless from any and all claims, suits, or judgments arising out of any subrogation interest of any insurer of Boarder or of the Horse, and Boarder further agrees to defend LF against any and all such subrogation claims and to indemnify LF for any costs of defending such claims, including attorney's fees.

**10. IN CONSIDERATION OF BEING PERMITTED TO BOARD THE HORSE AT LOCOCHEE FARM, BEING PERMITTED TO USE SAID FACILITIES, AND/OR RECEIVING TRAINING, INSTRUCTION, OR OTHER ASSISTANCE FROM AGENTS OR EMPLOYEES OF LF IN ANY LOCATION WHATSOEVER, BOARDER KNOWINGLY AND EXPRESSLY WAIVES BOARDER'S RIGHTS TO SUE LF, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO BOARDER OR TO BOARDER'S PROPERTY (INCLUDING, WITHOUT LIMITATION, THE HORSE), AND BOARDER AGREES TO ASSUME ALL RISKS INHERENT IN AND INSTRINSIC DANGERS OF BOARDING, RIDING, OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO BOARDER OR TO BOARDER'S PROPERTY. BOARDER ACKNOWLEDGES THAT BOARDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INSTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND BOARDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO BOARDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF BOARDER, IN ACCORDANCE WITH THE TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS THEREOF, VA. CODE §§3.2-6200 *et seq.* BOARDER FURTHER EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS CEF, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FROM ANY LOSS, CLAIM, SUIT OR JUDGMENT RESULTING FROM ANY INJURY OR CLAIM OF INJURY SUSTAINED BY ANY OTHER PERSON INVITED TO CEF'S FACILITIES BY BOARDER OR USING THE HORSE OR ANY OF BOARDER'S OTHER PROPERTY WITH BOARDER'S KNOWLEDGE AND/OR CONSENT.**

11. IF BOARDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY BOARDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES: (i) TO GUARANTEE THE PAYMENT AND PERFORMANCE OF ALL OF BOARDER'S OBLIGATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF ALL SUMS OWED FOR BOARD OR OTHER SERVICES, INTERESTS, COSTS, AND ATTORNEYS' FEES; (ii) TO WAIVE THE PARENT'S, GUARDIAN'S, AND MINOR'S RIGHTS TO SUE THE PARTIES NAMED IN PARAGRAPH 10, ABOVE; (iii) TO ASSUME THE RISKS SET FORTH IN PARAGRAPH 10, IN ADDITION TO ALL OTHER RISKS OR RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; (iv) TO INDEMNIFY AND HOLD HARMLESS LF, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS IN ACCORDANCE WITH THE TERMS OF PARAGRAPH 10; AND (v) TO INDEMNIFY AND HOLD HARMLESS LF, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS, OR DAMAGE SUSTAINED OR CLAIMED BY THE BOARDER OR THE BOARDER'S PERSONAL REPRESENTATIVE(S), AND FURTHER TO INDEMNIFY LF, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEY'S FEES.

12. The parties agree that the waiver and indemnity provisions of this Agreement shall apply to injury, death, loss or damage sustained by Boarder and/or Boarder's parent or guardian, regardless of whether such injury, death, loss or damage occurs on LF's premises or elsewhere.

13. Boarder has been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

MISCELLANEOUS

14. CONTACT INFORMATION: Boarder agrees to notify LF of any change of address or emergency contact information relevant to Boarder within fifteen (15) days of any change.

15. OWNER OF HORSE: Boarder also warrants that s/he is the owner of the Horse. In the event that Boarder is not the owner of the Horse, Boarder must obtain the owner's signature to this Agreement within a reasonable time. If such signature is not obtained within a reasonable time, LF shall have the right to: (a) terminate this Agreement, following notice to Boarder as provided herein; and/or (b) hold Boarder personally liable for all sums due hereunder, including, without limitation, any and all costs incurred in returning the Horse to its owner, if the owner should so demand. Specifically, Boarder agrees to indemnify and hold LF harmless from any and all claims, suits, or judgments brought by the owner of the Horse against LF, and Boarder further agrees to defend LF against any and all such claims and/or to indemnify LF for any costs of defending such claims, including attorney's fees.

16. JURISDICTION; VENUE; ATTORNEYS FEES. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall be construed and governed in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any action between the parties hereto shall be in a state court of competent jurisdiction in Albemarle County, Virginia. In the event of any litigation between the parties to this Agreement, it is expressly agreed that the non-prevailing party shall be liable to the prevailing party for the latter's reasonable attorneys' fees.

17. SEVERABILITY AND HEADINGS. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of the Agreement, which shall survive intact. The headings used herein are for convenience only and are not intended to be substantive terms hereof.

Witness our hands and seals on the date and year first set out above.

LOCOCHEE FARM, LLC

BOARDER:

By: \_\_\_\_\_  
Its Authorized Agent

\_\_\_\_\_  
Signature

Boarder's Printed Name, Address, and Phone:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARDER'S PARENT OR LEGAL GUARDIAN:

\_\_\_\_\_  
Signature

Printed Name and Address, and Phone of Boarder's Parent or Guardian:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER OF HORSE:

\_\_\_\_\_  
Signature

Printed Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LF TO KEEP DOCUMENT WITH ORIGINAL SIGNATURES  
COPY TO BOARDER AND OWNER OF HORSE