

WALNUT GLEN FARM
Gail Phillips Rousseau
7352 Moffett Dr.
Warrenton, VA 20187

BOARDING CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between Gail Phillips Rousseau, Walnut Glen Farm (hereinafter referred to as "Owner") and _____ (hereafter referred to as "Boarder").

WITNESSETH:

WHEREAS, the Boarder is the sole owner of (or owns an interest in and is the duly authorized agent of all of the other co-owners) of the horse described below, hereinafter referred to as "the horse"; and WHEREAS, the Boarder wished to board the horse on the property of the Owner. Said horse is described as:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Care of Horse. The Owner shall allow the horse to be present upon the Owner's premises and shall supervise the care of the horse. Boarder shall see to the removal of horseshoes, trimming and current shots prior to the date of arrival. No dental, veterinary or farrier services shall be performed on the horse unless the Boarder makes arrangements for these services with Owner. All veterinary, dental and farrier care shall be the expense of the Boarder.
2. Liability for Costs. The Boarder shall be liable for all board, veterinary, dental, farrier, supplements, medications and feed/grain. The Boarder shall also be liable for any other fees or charges incurred for the care of the horse. Such other charges shall include, but are not limited to, charges for any damage to facilities, stalls, fences, etc. of the facility beyond ordinary wear and tear, which may be caused by the horse or the Boarder.

3. Release of Liability. Neither the Owner, its employees or agents, shall be liable for any disease, accident, injury or death of the horse from any cause whatsoever including, but not limited to, fire, theft, lightning or Act of God; neither shall the Owner, his employees or agents, be liable for any injury or any injury or damage to any person, animal or property caused by the horse, the Boarder, his or her agents, employees or subcontractors, or from any cause whatsoever. The Boarder agrees to indemnify the Owner against any claim for any damage to any person, animal, or property caused by the animal, the Boarder, his or her agents, employees or subcontractors. As further consideration for use of the Owner's property, the Boarder agrees to execute the attached WAIVER OF RIGHTS TO SUE AND ASSUMPTION OF RISKS.
4. Access to Facility. The Owner shall have absolute control over the facility including, but not limited to, the presence at the facility of persons, animals and property. The Boarder may visit the horse but must have written permission in advance to come upon the property where the horse is boarded for the protection of the Boarder, the Owner and its staff and the other horses.
5. Board Rates. The basic board for the horse shall be as follows: Seven Hundred Dollars (\$700.00) per month, or any portion of a month, for each horse kept on the premises of the Owner. Horses with special dietary or medicinal needs may pay more. Veterinary, farrier and dental services shall be at the sole expense of the Boarder.
6. Additional/Optional Services: The Boarder may request any additional services listed below, to be paid for in addition to monthly board.
 - a. Catching the horse and bringing it in for the veterinarian, farrier, chiropractor, acupuncturist or other support practitioners
 - b. Holding the horse for the vet, farrier or other support practitioners
 - c. Extra bedding
 - d. Extra hay
 - e. Feeding extra supplements beyond what the barn usually provides, such as daily dewormer, psyllium, SmartPaks, vegetable oil, beet pulp, etc.
 - f. Health care services such as paste deworming, administration of medication or immunizations, wound care cleaning or bandaging
 - g. Insect control, such as fly spray application
 - h. Grooming
 - i. Clean up of aisle and wash stall when owner doesn't perform this task
 - j. Trailer parking
7. Payment of Board. The Boarder shall pay the Boarding fee to the Owner commencing on the first day the animal is placed at the property and continuing upon the same day each month thereafter as long as the horse remains upon the property. Boarder agrees to pay all costs of collection, including reasonable

attorney's fees, in case any payment due under this agreement is not made in accordance with the provisions herein.

8. Removal of Horses and Reasonable Care. The Boarder hereby agrees to be responsible for all costs and charges incurred in the transportation, and for any and all board, farrier and veterinary charges incurred for the care of such horse left upon the property, even if such charges are incurred at the request of the Owner, provided such charges are reasonably necessary under the circumstances presented to the Owner and that the Owner provides Boarder with notice of the delivery of such services within a reasonable time after their delivery.
9. Binding upon Heirs, etc. All terms and conditions of the Agreement shall be binding on the Boarder and their successors in interest including, but not limited to, their heirs, administrators, personal representatives and assigns.
10. Waiver. No term, provision or condition of this Agreement, nor their strict performance, nor any remedy provided for their breach shall be waived or lost by any prior acquiescence or forbearance on the part of the Owner.

Date

WALNUT GLEN FARM
Gail Phillips Rousseau
7352 Moffett Dr.
Warrenton, VA 20187

Date

Owner of Horse

Printed Name