

**SASSY DOG STABLE, LLC**

**BOARDING AGREEMENT**

This agreement, dated the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, made by and between Sassy Dog Stable, LLC, hereinafter referred to as “Stable” providing services as an Limited Liability Company, located at 2840 Mill Wood Lane, Blacksburg Virginia 24060, and (Boarder’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at (Boarder’s address) \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Boarder.” These parties warrant that they have the right to enter into this agreement.

1. FEES, TERMS, AND LOCATION

The primary and preferred means of boarding at Sassy Dog Stable, LLC is through traditional pasture board, with 24/7 open stall access.

In consideration of $200 per month by the Boarder to the Stable on the first day of each month, the Stable agrees to pasture board the herein described horse at Sassy Dog Stable, LLC, 2840 Mill Wood Lane, Blacksburg Virginia 24060, on a month-to-month basis commencing \_\_\_\_\_\_\_\_\_\_day (day of week), \_\_\_\_\_\_\_\_\_\_ (Month)/\_\_\_\_ (Day)/\_\_\_\_\_(Year) and ending \_\_\_\_\_\_\_\_\_\_ (M)/\_\_\_\_ (D)/\_\_\_\_\_(Y).

PARTIAL MONTH BOARDING shall be paid on a pro-rata basis based on the number of days boarded in a standard 30-day month. The boarder is responsible for a full month’s board should there be no notification prior to the horse leaving Stable premises.

LATE FEES: Boarding fees received between seven (7) and fourteen (14) days past the due date of the current month will be subject to a late fee of $15.00. Fees received after the fourteenth day will be subject to a late fee of $25.00.

Furthermore, it is expressly recognized and understood that the boarding of said horse is not a personal services contract and accordingly, any services provided may be performed by the Stable, its employees, organizers, and/or agents.

2. BOARDING:

Provisions of the pasture board include:

1. The Stable shall provide access to pasture for grazing and exercise around the clock, 7 days a week, unless conditions in the pasture are not desirable to do so. In those cases, the horses will have access to an exercise paddock and stalls in the stable.
2. Pastures are managed using a rotational grazing schedule with portable electric fencing and posts. This provides the horses with the highest quality forage possible and routinely extends the grazing season during droughts and colder weather.
3. The Stable provides access to hay throughout the year in a weather-protected “hay house” located in the pasture.
4. The Stable will ensure fresh water is available to the horses in the pasture paddocks through a frost-free waterer and via a spigot in the stable area. Water buckets, including heated buckets for cold-weather use, are provided for the stalls.
5. The boarder can store supplemental feed in the tack room and feed their horse(s) as often as they wish. If present, the Stable can feed in emergency situations, such as when severe weather prevents the boarder’s travel to the stable.
6. Boarders are responsible for the use of fly masks and/or blankets/sheets on boarded horses. If present, the Stable can assist with masking and blanketing in emergency situations, such as when severe weather prevents the boarder’s travel to the stable.
7. Boarders will assist the Stable in removing manure from the stalls, as necessary.
8. The Stable will maintain the fencing, gates, and stalls in safe condition.

In unusual circumstances, such as cases of illness, injury, and recuperation, pregnancy/birthing, or other agreed upon needs the Stable agrees to stall board the herein described horse. If said stall board lasts for less than 7 days, there will be no additional charge. Stall boarding of 7 days or longer will result in an additional charge of $25/week, payable at the end of the month.

Provisions for stall boarding include:

1. The Boarder will supply bedding for the stall if desired. Bagged bedding can be stored in the stable in the open storage area adjacent to the stalls.
2. The Boarder will maintain the level of bedding in the stall to the desired amount.
3. The Boarder can feed grain and/or hay in the stall as often as they wish.
4. If the Boarder uses hay while their horse occupies the stall, the hay can be stored in the stable in the open storage area adjacent to the stalls.
5. The Boarder will remove manure/bedding from the stall, as necessary. It will be disposed of as directed by the Stable.
6. The Boarder is responsible for providing water to their horse during stalling.
7. If present, the Stable can feed and water in emergency situations, such as when severe weather prevents the boarder’s travel to the stable.
8. The Stable has limited rehabilitation facilities; if rehab requires special accommodations or takes more than one month, the Boarder may be asked to move the horse temporarily to a stable with more suitable facilities.

3. FEED AND FACILITIES

The Stable agrees to provide the following to maintain the health and well-being of the Boarder’s horse.

1. Pasture Boarding: The horse will be provided with full access to the pasture according to sound pasture management practices. This includes maintenance of safe fencing.
2. Hay: Round-bale hay is provided free choice in a “Hay House” located in the pasture.
3. Water: Quality well water is made available from a pasture-based, freeze-proof waterer and/or via spigot in the stable.
4. Stalls: The stalls are used for feeding grain, access to salt/mineral and water via buckets in the stall. Stalls are also available for temporary, round-the-clock housing the horse for emergency needs.
5. Tack Room and other stable premises: Boarders may store certain tack and equipment in the tack room at no additional charge to the Boarder. A horse trailer can be parked on the premises as well. However, the Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, equipment, trailer, or other property stored at the stable.
6. Riding: Boarders can ride and train in any of the pasture areas, including the open field adjacent to the Stable owner’s house. In addition, boarders can use the trails found adjacent to Indian Run. However, when using the trails, boarders must remain on the trails and are not allowed to trespass on any other property. Consult with the Stable to be clear on the trails available for boarder’s use.
7. Other Equipment: The Stable will provide tools as needed to clean and maintain stalls, tack/feed room and other stable areas. These include rakes, shovels, wheelbarrow, manure forks, etc.

4. DAMAGES:

The Stable reserves the right to ask Boarder for reimbursement for any repair or replacement resulting from damages caused by Boarder's horse at any time. This includes damage to stalls, feed bins, buckets, fences, and any other barn paraphernalia or equipment.

5. FARRIER:

The Stable does not provide for the necessary hoof care of the horse. However, a farrier that handles the Boarder’s horse can be contacted about working on your horse. The Boarder is also free to contract with a Farrier of their choice and is responsible for setting appointments for services. Farrier name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Farrier phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. DEWORMING:

Boarder agrees to have the horse(s) wormed on the same day as the other horses at the Stable approximately every eight weeks during spring through the fall to provide an effective "pasture" worming program. This day will be set and posted in advance by the Stable. In the event the Boarder does not arrange for worming to be accomplished at the set date, the Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Boarder, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Boarder.

7. VACCINATIONS, COGGINS TEST & OTHER MEDICAL TREATMENTS: Boarder will provide, prior to time of delivery of said horse to Stable, proof satisfactory of a negative Coggins test and standard vaccinations current within the twelve-month period immediately preceding delivery of the horse to Stable. Additionally, proof of tetanus, sleeping sickness, and influenza vaccines is required once yearly. A negative Coggins test is also required once yearly, unless the horse has not left the premises since the last Coggins test.

Administration of all medications, ointments, fly spray, etc. is the direct responsibility of each horse Boarder and not that of the Stable.

If your horse is injured or becomes ill; the Boarder must arrange for proper care of the horse and see that it receives proper medical attention. If your horse dies, the Boarder is responsible for arranging for proper and prompt disposal.

8. GROOMING

The Stable does not provide grooming for the horse.

9. EXERCISE

The Boarder shall be solely responsible for the exercise of the horse.

10. EMERGENCY CARE: Stable agrees to attempt to contact the Boarder at the telephone number(s) and email address listed below should Stable feel that medical treatment is needed for said horse, provided however, that in the event Stable is unable to so contact Boarder within a reasonable time, which shall be judged and determined solely by Stable, Stable is then hereby authorized to secure emergency veterinary and/or blacksmith/farrier 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. Boarder agrees to pay for care administered by a veterinarian and/or blacksmith/farrier.

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

11. STABLE RULES

Boarder hereby acknowledges receipt and understanding of the current Stable Rules. Boarder 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. The Stable may revise these Rules from time to time and Boarder agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Stable’s sole discretion, of Boarder or Boarder’s guests and invitees to abide by Stable Rules may result in Stable declaring Boarder in default and result in termination of this Agreement.

12. DESCRIPTION OF HORSE

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration / Tattoo Number (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Carrier, Policy and phone number *(if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

13. BOARDERSHIP AND USE:

Boarder warrants that it owns said horse, that there are no liens against said horse express or implied by law.

In the event that someone other than the Boarder or his/her family member calls for the horse, such person must have written permission signed by the Boarder to remove or ride the Boarder’s horse.

14. LIABILITY INSURANCE: Boarder warrants that he/she presently carries in full force and effect, and throughout the period of this Agreement shall continue to carry and maintain in full force and effect, liability insurance protecting Boarder and the Stable from any and all claims arising out of or relating to this Agreement.

15. HOLD HARMLESS: Boarder agrees to hold The Stable harmless from any claim resulting from damage or injury caused by said horse, Boarder, or his/her guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by the Stable in defense of such claims.

BOARDER EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS INVOLVED IN OR ARISING FROM THE USE BY BOARDER OR BOARDER’S HORSE, OR THEIR PRESENCE UPON THE STABLE PROPERTY AND FACILITIES, including without limitation: Equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.

16. RISK OF LOSS:

During the time that the horse is in the custody of the Stable, the 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 the Stable's premises. Boarder fully understands and hereby acknowledges that the Stable does not carry any insurance on any horse not owned by the 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 the Stable, are to be borne by Boarder.

17. RIGHT OF LIEN: Boarder is put on notice that the Stable has and may assert and exercise a right of lien, provided for by the laws of the Commonwealth of Virginia, for any amount due for the board and keep of horse, and further agrees the Stable shall have the right, without process of law, to attach a lien to horse after two (2) months of non-payment or partial payment and the Stable can then sell horse to recover its loss.

18. DEFAULT: Either party may terminate this Agreement for failure of the other party to meet any terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due the Stable under this Agreement shall be due and payable by the seventh day of the month and immediately in the event of termination. Failure to make any payment by the said due date shall place Boarder in default hereunder. Acceptance by the Stable of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

19. ASSIGNMENT: This Agreement may not be assigned by Boarder without the express written consent of the Stable.

20. NOTICE OF TERMINATION: Boarder agrees that thirty (30) days notice shall be given to the Stable as to the termination of this Agreement. The Stable may terminate this agreement to board any horse(s) for any reasons which may include but not be limited to: animal's poor health or unsoundness; dangerous propensities, habits and / or vices which the Stable is not equipped to handle; Boarder’s refusal to obey the Stable rules or to cooperate with the Stable on reasonable requests relative to the management, welfare and safety of animals and people on premises; and in event of the discontinuation of the business of boarding of horses. Normally 30 days notice will be given, except where the health or safety of others is at risk. After all fees have been paid in full this Agreement is concluded. Failure to pay fees or other charges as due shall

entitle the Stable to immediately terminate this Agreement and to keep the animal in the Stable possession until all fees and charges are paid in full. The Stable reserves the right to immediately terminate this Agreement in the event that a horse or a horse/rider combination is dangerous. If the boarder refuses to remove the horse, the Stable management will do so at the boarder’s expense.

21. 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 Commonwealth of Virginia and shall be enforced and interpreted in accordance with the laws of said State.

22. 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.

23. SPECIAL INSTRUCTIONS TO THE STABLE FROM THE BOARDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is subject to the laws of the Commonwealth of Virginia, executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the date first set forth above.

By (Boarder): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (Stable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boarder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: (\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Phone: (\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

***It is the Boarder’s responsibility to make sure that the above information is updated as needed.***



**SASSY DOG STABLE, LLC**

**Stable’s Contact Information:**

Sassy Dog Stable, LLC

2840 Mill Wood Lane

Blacksburg, VA, 24060

Sassy Dog Stable, LLC Organizers Contact Information: Joe’s cell phone: 540-808-3872

Joe’s email: hunnings@vt.edu

Kay’s cell phone: (540) 558-8345

Kay’s email: kay.hunnings@vt.edu

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