



11506 Parkgate Dr., Nokesville, VA 20181

HORSE BOARDING AGREEMENT

WITNESS THIS AGREEMENT this ____ day of _____, in the year _____, by and between SILVER EAGLE STABLE, hereinafter referred to as "Stable," and _____, hereinafter referred to as "Owner."

1. FEES, TERM, AND LOCATION. Owner acknowledges and accepts a monthly boarding fee of \$ _____ on the date above as issued by Silver Eagle Stable. All rates will be subject to change, per formal notification issued by the Stable. Board is due on the first (1st) day of the month. If board is not paid by the fifth (5th) of the month the Owner shall be subject to a \$25 late fee. An additional late fee penalty of \$25 shall be assessed to the Owner every week thereafter, until such time as the balance owed is paid in full.

This agreement will remain in effect for as long as the Owner's horse is in the care and custody of the Stable. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return.

Silver Eagle Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion, is deemed to be dangerous or undesirable for the stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees. Stable also reserves the right to serve a seven (7) Day Eviction Notice if either the horse or the boarder causes undue issues at any time. Stable will then waive the 30-Day notice that is usually required and will pro-rate board for the remainder of the month.

The initial board payment will be pro-rated if boarding begins after the first day of the month. Any horse requiring stall rest exceeding three (3) consecutive days in any given month, a supplemental fee of \$5.00 per day while on stall rest will be invoiced to the boarder and due with the next month's board. The supplemental fee will not be imposed on inclement weather days when regular turn out is not possible.

2. EARLY BOARD TERMINATION PENALTY. The Owner recognizes this agreement is entered into a month to month basis but Stable must be given a minimum of thirty (30) Days written notice to avoid a one (1) month board penalty fee.

3. DESCRIPTION OF HORSE(S) TO BE BOARDED. Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.



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4. FEED, FACILITIES, AND SERVICES. Stable agrees to provide hay, standard grain, a box stall, daily turnout and worming for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges and has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of Silver Eagle Stable and are subject to change at Stable's discretion.

5. RISK OF LOSS AND STANDARD OF CARE. During the time that the horse(s) is/are in the custody of SILVER EAGLE STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of STABLE, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse owner, or owners guest, may receive on STABLE'S premises.

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

6. HOLD HARMLESS. Owner agrees to hold Silver Eagle Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

7 EMERGENCY CARE. Silver Eagle Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES. **Opt Out of Emergency Surgery _____ (Initialed by Owner)**

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

8. LIMITATION OF ACTIONS. Any action or claim brought by Owner against Silver Eagle Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.



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9. FARRIER CARE. Owner agrees to provide the necessary farrier care of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, 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 Owner.

10. OWNERSHIP-COGGINS TEST. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon arrival and every re-test thereafter.

11. CHANGES OR TERMINATION OF THIS AGREEMENT. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. Should an early termination penalty apply, it will be assessed with the final board payment. The posting of updated rate schedules in a conspicuous or open place in Silver Eagle Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by management of Stable.

12. RULES AND REGULATIONS. The Owner agrees to abide by all the rules and regulations of Silver Eagle Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

13. RIGHT OF LIEN. If you are delinquent on your board for three (3) months, your horse & any remaining property will become property of the Stable. The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Virginia, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged.

14. PROPERTY IN STORAGE ON SILVER EAGLE STABLE'S PREMISES. Owner may store tack on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles and horse trailers stored upon the premises will be subject to a \$25.00 per month storage cost payable on the 5th of each month.

15. INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.



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16. 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 State of Virginia, and shall be enforced and interpreted in accordance with the laws of said State.

17. 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.

Signature of Owner (or Authorized Agent) _____

Signature of Owner's Parent or Guardian _____ (if owner is a minor)

Address: _____

City/State/Zip: _____

Telephone: _____ (Day) Telephone: _____ (Evening)

Email: _____

Stable Owner: _____

Authorized Agent Signature of Silver Eagle Stable Owner:

_____ (Printed Name)

Enclosures:

Owner Information Sheet

Hold Harmless Agreement

By-Laws



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Emergency Contact Sheet

Horse

Rider Permissions

Owner

Address

Email

Phone Numbers

Home: _____ Cell: _____

Work: _____

Other: _____

Veterinarian

Name: _____ Phone: _____

Address: _____

Farrier

Name: _____ Phone: _____



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I am aware that horseback riding, hunting, riding to hounds and other equine activities are athletic events, which pose potentially serious risks of injury or death to their participants. I understand that my horse or I may be injured or die as a result of my negligence, the negligence of others, or even without apparent human fault, because of the nature of the activity in which I am going to be engaged. I also understand that even trained horses are often unpredictable and are more often difficult to control.

With this waiver, I accept notice of the provisions of the Equine Activity Liability Act (Code of Virginia, 1950, 3.1-796.130 through 3.1-796.133 as amended) which states in part " (I) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (II) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and (III) the hazards of the surface or subsurface conditions". This waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with acknowledged by Silver Eagle Stables, Inc.

Furthermore, with this waiver, I expressly assume the risk of injury or death due to negligence by Silver Eagle Stables, Inc., its agents, employees, members, officers, directors, and staff, for my own safety of my minor child.

With the knowledge of the, foregoing, and as an inducement for Silver Eagle Stables, Inc., I hereby agree to waive or release any and all rights that I or my heirs have to make claim against Silver Eagle Stables, Inc. or any members of its Board of Directors, employees, and participants or any landowners over those whose land I ride, arising from any damages, injury or death which I might sustain or which might occur to any horse that I am riding as a result of my horseback riding. I further agree to indemnify and hold harmless all of the foregoing from any claims which might be made on my behalf by others, families, employees, or tenants, for any injury, death, loss, or damage to any personal property which might occur during an equine activity as defined by 3.1-796.130 of the Code of Virginia, 1950, as amended, or social functions sponsored by Silver Eagle Stables, Inc. or held in its behalf or for its benefit, when such injury, death, loss, or damage occurs on the property of a landowner.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT I HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR ACCUR AGAINST SILVER EAGLE STABLES, INC.'S MEMBERS AND PARTICIPANTS, OR ITS BOARD OF DIRECTORS, OR ANY LANDOWNERS, THEIR FAMILIES, EMPLOYEES, OR TENANTS, OVER WHOSE LAND I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, SILVER EAGLE STABLES, INC., ITS BOARD OF DIRECTORS, MEMBERS AND EMPLOYEES, TENANTS, OVER WHOSE LAND I RIDE, FOR INJURING ANYONE ELSE OR ANY HORSE RIDE-EN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Rider First Name: _____ Rider Last Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Participant: _____ Date: _____

Signature (If 18 or over)

PARENT OR GUARDIAN RELEASE OR WAIVER

I am the parent or guardian of a minor, and the minor's behalf and on my behalf and on the behalf of all other parents or guardians of the minor, authorize said minor to ride with SILVER EAGLE STABLE. I further authorize any emergency medical care, which may be necessary. I represent and warrant that I have the authority to give this release.

Guardian: _____ Signature: _____ Date: _____



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Silver Eagle Stable By-Laws

1. Established "Barn Hours" are Monday through Sunday from 8:00 am to 9:00 pm.
2. Monthly Board is due by the 7th day of every month. Management reserves the right to impose appropriate late fees, levy liens, seek title, and dispose of abandoned property when necessary.
3. Boarders will provide accurate address & phone numbers so that they may be reached in an emergency.
4. If you are delinquent on your board for three (3) months, your horse & any remaining property will become property of Silver Eagle Stable.
5. All accounts, including Board, Farrier, and Vet. Services etc., must be "Paid in Full" prior to final removal of your horse.
6. All horses stabled at Silver Eagle Stable will have all mandated shots, paid for by the Boarder, twice a year (Spring & Fall) to ensure a healthy environment. Proof of compliance will be required by all Boarders.
7. All guests and Boarders must sign a "Hold Harmless" agreement, regardless whether they ride or not.
8. No outside instructors are permitted to instruct on Silver Eagle property without permission of management. A \$15.00 ring fee is mandatory for outside instructors.
9. Any Boarder that "leases-out" their horse must inform management. The lessee must prove to Silver Eagle Management that they are able to safely ride and handle the horse.
10. Silver Eagle Stable horses are for lessons and other organized barn activities only and are not for loan.
11. Anyone that needs to borrow a Silver Eagle saddle, bridle, or any other tack must get Management's permission first.
12. No one may trail ride alone.
13. Only one rider on a horse. No double riding.
14. All grooming will be done on the cross ties in the main hallway, or at the wash rack. Do not leave your tethered horse unattended.
15. You may not use "treats" to field catch your horse.
16. No children under 15 may be left at Silver Eagle Stable unattended. All children must be accompanied by a parent or guardian unless approved by Management.



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17. Clean up after your horse. Properly dispose of clippings, droppings, etc.
18. Clean up after yourself. Dispose of all trash & unwanted items in the trash receptacles provided.
19. If you damage or break something, you are expected to promptly repair or replace it.
20. A fee will be assessed by Silver Eagle when Silver Eagle Stable trailers any horse.
21. Tack rooms are provided for each Boarder to store their equipment. Any items left outside the stall must be neatly organized & not obstruct the hallway. Any unmarked items left laying around grounds will be held for 1 week and then disposed of as Stable deems necessary.
22. All medications, fly sprays, ointments etc. will be supplied by the Boarder. Please mark & store them properly. Silver Eagle Stable supplies are for Silver Eagle horses only.
23. No one will operate any of Silver Eagles vehicles/machinery without Management's permission.
24. Operation of any vehicles/machinery will be conducted in a safe manner.
25. No running, yelling, or any activity that may spook the horses and cause injury.
26. Borders and visitors must report all injuries immediately to management.
27. By signing this agreement, Boarders agree to allow Silver Eagle Stables to act in "Good Faith" in an emergency on the horse's behalf, in the event that the Boarder is unable to be contacted. Any costs incurred are the responsibility of the Boarder.
28. Management reserves the right to add, delete, or amend regulations with notice to the Boarder.
29. Anyone not adhering to the above rules are subject to expulsion from Silver Eagle Stables.

Acknowledgement Date: ____ / ____ / _____

Signature of Boarder / Owner _____

Print Name : _____



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Silver Eagle Stable Rules

- Barn Hours: 8am to 9pm daily. Prior coordination with management outside of these hours is required.
- All guests, students, and boarders must sign a Hold Harmless agreement, regardless whether they ride or not.
- All riders will clean up after themselves and their horse, including farrier clippings, hair trimmings, the arenas, and the wash rack. Leave the barn looking better than when you arrived.
- If you notice anything missing, broken, or injured, notify barn staff immediately.
- If you would like to borrow something, ask before you use it, and then return it when you are finished.
- If you damage or break something, you are expected to promptly repair or replace it.
- Do not feed any horses without permission from the horse's owner or barn staff.
- No minor (under 18) is allowed to ride without an adult on premises. Children under 15 years old must have parental supervision unless prior arrangements are made with barn management.
- No cell phone use while mounted (unless personal emergency).
- 24 hour cancellation notice is required for all lessons. Without providing a 24 hr. notice, you will be charged the full price for the lesson. The only exception is family emergency or illness; please contact your instructor as soon as possible if these occur. Your instructor will notify you if lessons are canceled due to weather conditions. Payment for lessons is due at the time of the lesson.
- Only one rider on a horse at a time. No double riding.
- No one may trail ride alone.
- Tack rooms are provided for each boarder to store their equipment. Any items left outside the stall must be neatly organized and not obstruct the hallway.
- Tack room locks are the responsibility of the boarder. The Stable is not responsible for any boarder personal items that become missing.
- Silver Eagle Stable supplies (medications, flysprays, ointments etc.) are for Silver Eagle horses only.
- No one will operate any of Silver Eagle Stable's vehicles/machinery without management permission.
- No one may use, feed, or move Silver Eagle Stable's hay or sawdust without management permission.
- If you are the last person to leave the property, please turn off all lights and secure the main gate.
- Anyone not adhering to the above rules are subject to expulsion from Silver Eagle Stables.
- Signature: _____ Date: _____
- Print name: _____