



**MONTANOVA  
STABLES  
FOUNDATION**

5170 Stony Point Pass (PO Box 704)  
Keswick, VA 22947

# EQUINE BOARDING AGREEMENT

Start of Board Date \_\_\_\_\_

## Registered Owner or Representative of Horse

Owners Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Ph. Day \_\_\_\_\_ Evening \_\_\_\_\_

E-mail \_\_\_\_\_

Emergency Name & phone # \_\_\_\_\_

**1. Board term** of this agreement shall be for **one year** commencing on the date set forth above, and shall renew automatically for successive periods, thereafter, unless canceled with **at least 30 days written notice** by either party.

**2. Boarder's horse(s)** to be housed by MSF: Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement

2a. _____	_____
registered name of horse	sex of horse
_____	_____
barn name	age of horse
2b. _____	_____
registered name of horse	sex of horse
_____	_____
barn name	age of horse
2c. _____	_____
registered name of horse	sex of horse
_____	_____
barn name	age of horse

## 4. Boarding Fees:

Boarding Fee: Basic stall board each month	\$650.00
Field Board Fee: Basic field board each month	\$300.00
June, July, August fee for fans	\$10 each 3 months

- a. MSF agrees to provide a stall for Horse which will be mucked once daily.
- b. Horse will be provided with turnout time daily. However, MSF cannot guarantee a given schedule for turnout.
- c. Horse will be fed grain, hay & water. **All other supplements, feeds or medications are responsibility of Boarder.**
- d. Partial months (first and last month when applicable) will be prorated by the week (\$150 and \$70) not by the day

## 5. Additional services based on need (MSF reserves sole discretion to add these services when conditions warrant):

Supplements and/or special feed per month	\$25.00
Blanketing/fly protection (sheet, mask)	\$30/mo.
Stall rest	\$10/day

<b>October – February round bales</b>	<b>\$50/mo.</b>
<b>Medical care labor provided by MSF staff is billed at</b>	<b>\$10/hr.</b>
<b>Medical care supplies cost provided by MSF is billed at</b>	<b>\$cost plus 15%</b>

**6. Veterinary Care.** Boarder understands that if Boarder’s horse is or appears sick or injured, MSF will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives MSF permission to call the stable’s veterinarian, Keswick Equine Clinic, and that Boarder will be fully responsible for all veterinarian charges incurred.

**7. Farrier Care.** Boarder agrees and understands that it is Boarder’s responsibility to provide horse with proper hoof care and farrier services if they choose not to use MSF’s farrier, Chris Beaulieu.

**8. Account Payment and Fees.** Accounts are due no later than the 1st of each month. Accounts paid after midnight the 5th of the month will be charged an **\$85.00 late fee**. There is a **\$35.00 charge** for each return on each check. MSF reserves the right to ask that an account be paid in cash going forward if a Boarder’s check is returned by the bank. Partial payments will be credited to account fees first, then to additional services, and lastly to Board charges. If it becomes necessary for MSF to take a Boarder to court, the Boarder will be responsible to pay MSF any and all related fees incurred by MSF including but not limited to filing charges, legal fees, mileage to and from court, accounting fees, etc. no matter the outcome of the case.

**9. Safety and Release from Liability.**

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

9a. Helmets and Safety Gear. I understand that it is the requirement of Stable to wear a riding helmet at all times while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests. **Initial that you understand and agree:** \_\_\_\_\_

9b. Horses are Inherently Dangerous. I understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. I agree and understand that MSF cannot control the horses it boards, and that I shall release and hold harmless MSF from any injury arising out of or related to equine activities at this facility. **Initial that you understand and agree:** \_\_\_\_\_

9c. I am Responsible for my own conduct and that of my Horse. I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on MSF’s property. **Initial that you understand and agree:** \_\_\_\_\_

9d. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold MSF, its owners, agents, or employees responsible for accident or injury to myself or guests. **Initial that you understand and agree:** \_\_\_\_\_

9e. Death or Injury to Horse. Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part. **Initial that you understand and agree:** \_\_\_\_\_

9f. HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys’ fees, or costs that they may incur arising out of or in any way connected with Boarder’s use of Stable, presence at Stable’s facilities, Horse’s conduct, Boarder’s use or access to Horse, or Boarder’s or their agents’ actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. **Initial that you understand and agree:** \_\_\_\_\_

**10. Governing Law and Venue.** This agreement shall be governed by the laws of the Commonwealth of Virginia.

\_\_\_\_\_ Date \_\_\_\_\_  
 Boarders Printed Name Signature

Montanova Stable Foundation’s Representative \_\_\_\_\_ Date \_\_\_\_\_