

ADVANTAGE RANCH
4190 DORI DEL HILLS, BLACKSBURG, VA 24060

UPGRADE FULL CARE BOARDING CONTRACT

DATE: _____, 20_____

The FARM maintains a high quality staff dedicated to providing the best possible care for each horse. It is our belief that offering a modern, clean, all-weather facility is part of the equation, and the more important part is our people. Deb Dyer, ADVANTAGE RANCH Executive Director, heads the staff and has over 30 years of professional horse experience. She is a nationally recognized trainer/coach, lecturer, author and consultant. Ms. Dyer sets a high standard for the services offered and the personal attention available to each client and their horse. The FARM is happy to tailor your horse's services to your expectations. Please refer to the options offered in the contract to help us provide the services you desire.

ADVANTAGE RANCH, Inc., (hereinafter, the FARM) does hereby agree to board the horse _____ **(name), a** _____ **year old** _____ **hand** _____ **(color)** _____ **(gender) owned by** _____ **residing** at _____, **phone #** _____, **at the rate indicated for Upgrade Stall Board, pursuant to the conditions and stipulations of this contract:**

1. Definitions and terms Upgrade Stall Board:

- A. Upgrade level provides horses with a box stall furnished with rubber mats; cleaned twice daily; fed twice daily crimped oats and grass hay, with water available in the stall.
- B. Group turnout day and/or night (at owner's discretion, and with leave in privileges), in pasture (supplied seasonally with round bale hay), weather conditions permitting.
- C. Use of the Indoor Arena is available on the "RED" Schedule (minimum of 25 hours per week of availability). Space allocated in the Tack Room for one Saddle, one bridle, assignment to locker box for equipment storage, no tack trunks.
- D. A La Carte options available: Custom Feed Package (offering alfalfa cubes, Purina Ultium fat finishing sweet feed and/or Rice Bran, at cost), Blanketing Services, Individual Turnout, Grooming and Exercise Packages.

2. Boarders have the use of following facilities during regular business hours: (A) Indoor and Outdoor Riding Areas, subject to the availability on the posted schedule; (B) Designated Tack Room; (C) Wash Rack, weather permitting; (D) Cross tie area for grooming and tacking up. The regular business hours are 8:30 a.m. to 9 p.m. There are a wide variety of activities at the FARM, therefore all users share the arenas. Notice of any special events that limit boarder access to facilities will be posted in advance. The FARM is closed on Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, and Easter.

3. The FARM provides scheduling services for veterinary and farrier care: all such care **MUST** be scheduled through the office. **All medical care, whether provided by the management or the veterinarian, and shoeing is at the owner's expense. PRIVATE VENDORS FOR ANY PROFESSIONAL SERVICES ARE NOT ALLOWED UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE FARM MANAGEMENT.** In case of injury or illness the management reserves the right to call a veterinarian if in its sole opinion such action is in said horse's best interest, and to authorize such emergency care as the veterinarian advises. The management further reserves the right to define an emergency situation.

4. The FARM will reserve stall space when a \$100.00 deposit is made. Deposit is non-refundable in the event of a voided contract. This deposit will be held by the FARM and applied to final month's board

provided all debts to the FARM have been resolved including damage to the facility. Individual horse owners are responsible for any damage to the physical plant caused by their horse, themselves, and their guests (above and beyond normal wear and tear) and will be billed accordingly. Deposits are retained by the FARM to insure this responsibility.

5. Board, including options, is due and payable on the first of the month, 30 days in advance: that is, February board is due January 1. Accounts not paid in full by the first of the month are delinquent; a late fee of \$25 will be assessed on the tenth of the month. All changes in board rate will be preceded by thirty days written notice.

6. Board for horses arriving in the middle of the month will be pro-rated for that partial month, and together with the next (full) month's board, is due upon arrival. Board for horses leaving the farm mid-month will be pro-rated for the partial month.

7. The permanent moving of the horse from the FARM by the owner must be: (A) preceded by thirty (30) days written notice to the management; (B) Arrangements for all debts to the FARM to be paid in full, must be made with management before the horse will be released. The farm exercises all rights available under VA Code 43-32.

8. The FARM will provide each owner with a copy of the FARM policies and procedures and with notification of any changes as they occur. The owner is responsible for understanding and abiding by these policies, and for instructing all riders or guests of the owner in same.

9. The FARM reserves the right to order from the premises at any time and without notice any owner, agent, or visitor, together with his or her property, who in the opinion of the management willfully creates or allows to be created any situation deemed to be illegal, unhealthy, or detrimental to any horse, rider, business or organization that is a client of this facility, or willfully endeavors to disrupt the tranquility or well-being of this establishment. Boarders asked to leave for cause have voided their contract.

10. The FARM, its owners, agents, affiliates, and employees shall not be responsible for any accident or injury to a horse or rider whether that accident be on the premises or off. It is understood that horse related activities can be hazardous and that participants can be injured in the normal pursuit of these activities. Pursuant to VA Code Ch. 27.5 S 3.1-796.130, equine activity sponsors and equine professionals are protected from liability involved in the inherent risks associated with participation in equine activities.

11. This agreement is made in Montgomery County, Virginia and the District Justice or Common Pleas Court of the said county shall have the sole and exclusive jurisdiction to hear any litigation arising from or pertaining to this transaction. In the event that legal proceedings are necessary to enforce the rights of either party under the contract, the prevailing party shall have the right to recover in addition to all costs and expenses a reasonable attorney's fee.

SIGNATURE OF OWNER OR AGENT, OR PARENT OF MINOR OWNER _____ DATE _____
SIGNATURE OF RIDER _____ DATE _____
ACCEPTED FOR ADVANTAGE RANCH _____ DATE _____