

ADVANTAGE RANCH
4190 DORI DEL HILLS, BLACKSBURG, VA 24060

FELLOWSHIP OF THE FIELD PROGRAM: PASTURE 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 40 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 pasture board selected, pursuant to the conditions and stipulations of this contract:

1. FELLOWSHIP OF THE FIELD is a community learning and social activities program for horse owners and their beloved equine partners. The horses live in the pasture community and the owner/riders enjoy a vast array of professional services, support, social events and access to the full range of Advantage Ranch Facilities including the indoor arena (minimum of 20 hours weekly on the posted schedule, and by permission of the riding instructors).

Once a month the Fellowship leader from our staff will designate a 2 hour block of time that they will be available in the indoor arena for consultation, training advice, riding instruction as you wish. You can drop in during these sessions, or alert the Fellowship leader before the event on what special needs you have. After each Fellowship session you are invited to participate in a shared social time!

2. Your Horse care starts here: Definitions and terms of Pasture Board:

PASTURE – Group Pasture living with shelters in all fields, water sources, free choice pasture or, seasonally, free choice grass (round baled) hay.

Arrangements can be made for pasture boarded horses to use stall space on a temporary basis if requested by owner, or as needed to treat medical issues. Under these arrangements stalls will be assigned by the management. Pasture horses are not to use stalls unless these arrangements have been made with the management.

3. Boarders have the use of following facilities during regular business hours: (A) Indoor and Outdoor Riding Areas, subject to the availability on the posted Fellowship of the Field schedule; (B) Designated Tack Room; (C) Wash Rack, weather permitting; (D) Outdoor hitching posts or 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 Years Eve and New Years Day, and Easter.

4. 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.

5. The FARM will reserve pasture space when a \$250.00 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.

6. **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 \$50 will be assessed on the tenth of the month. All changes in board rate will be preceded by thirty days written notice.

7. Fellowship of the Field is offered in two formats:
A. Month to Month billing \$600/month: 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.
B. On a 12 month contract for \$500/month (with a valid credit card on file). Contract begins on the day of arrival and concludes 364 days later. Board is payable as in paragraph 6, and prorated for the first and last month charges as in paragraph 7.A. Owners are welcome to take their horses away from the farm during their contract time; doing so does not negate the contract payment obligations.

8. **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.**

9. 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.

10. 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.

11. 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.

12. 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

_____ START DATE OF CONTRACT _____