

# Serenity Retirement boarding

## BOARDING AGREEMENT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, by and between Horse Owner \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ herein after referred to as "OWNER" and Serenity Retirement Boarding, a corporation organized and existing under the laws of the sovereign State of Virginia and having its principal place of business at 5309 Cartersville Rd, Powhatan, VA 23139 ("FACILITY") and concerns a Horse, more fully described below, and hereinafter referred to as "HORSE":

NAME:	_____	AGE::	_____
SEX:	_____	COLOR:	_____
BREED:	_____	HEIGHT:	_____
REG. NO:	_____	OTHER:	_____

In consideration of payment of \$400 per horse per month paid by Owner in advance by the 10th of each month, Serenity Retirement Boarding LLC agrees to board said horse beginning \_\_\_\_\_. Bills are DUE on the **1<sup>st</sup>** of every month and if not paid by the 10<sup>th</sup> of the month are subject to a **\$50** late fee. All bills not paid by the **30<sup>th</sup>** of the month will include a financing charge. Any bills **60 or more** days overdue will be placed with an attorney for collection at which time the bill must be paid in full and horse removed from Serenity Retirement Boarding within **15** days of payment. Changes in this agreement must be submitted in writing. Additional services and their appropriate charges will be outlined in the following section:

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### **II** **Standard of care**

Serenity Retirement Boarding LLC agrees to provide normal and reasonable care to maintain the health and well-being of said horse.

- a Full turn out board
- b Appropriate feed and hay amounts
- c Blanketing and unblanketing at manager's discretion
- d Feeding of necessary supplements as provided by the owner
- e Handling for farrier and/or veterinarian
- f Maintaining all health, deworming, vaccination, farrier records.
- g Provide fresh, clean water available at all times.
- h Tender loving care ♥

**III**  
**Risk of Loss**

While this horse is boarded at Serenity Retirement Boarding., Serenity Retirement Boarding LLC/Penmerryl Farm shall not be liable for any sickness, disease, theft, death or injury suffered by the horse or any other cause of action arising from or connecting to the boarding of this horse. All risks are assumed by the Owner. The Owner agrees to hold Serenity Retirement Boarding LLC harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding are borne by Owner.

**IV**  
**Indemnity**

Owner agrees to hold Serenity Retirement Boarding LLC harmless from all claims caused by said horse and agrees to pay legal fees incurred by Serenity Retirement Boarding LLC in defense of a claim resulting from damage by said horse.

**V**  
**Emergency Care**

If medical treatment is needed, Serenity Retirement Boarding LLC will attempt to notify Owner, but in the event Owner is not reached, Serenity Retirement Boarding LLC has the authority to secure emergency veterinary and/or blacksmith care. Owner is responsible for paying all costs relating to this care. Serenity Retirement Boarding LLC is authorized as Owner's agent to arrange billing to the Owner.

**IN THE EVENT HORSE REQUIRES COLIC SURGERY AND OWNER CANNOT BE REACHED, BY CHECKING THE APPROPRIATE BOX BELOW OWNER ELECTS AUTHORIZATION OF IMMEDIATE TRANSFER TO AN EMERGENCY FACILITY.**

- I AUTHORIZE TRANSPORT TO AN EMERGENCY FACILITY AND EMERGENCY COLIC SURGERY.**
- I DO NOT AUTHORIZE EMERGENCY COLIC SURGERY AND UNDERSTAND MY HORSE MAY DIE WITHOUT IMMEDIATE CARE.**

**VI**  
**Shoeing or Trimming**

Serenity Retirement Boarding LLC agrees to implement a shoeing or trimming program, consistent with recognized standards. Owner is obligated to pay the expenses of such services. Horses boarded at Serenity Retirement Boarding LLC will be maintained barefoot or shod at the election of Owner as outlined below. Changes to this plan will be submitted in writing to the manager.

- MY HORSE IS BAREFOOT**
- MY HORSE HAS FRONT SHOES AND I WOULD LIKE TO CONTINUE WITH SHOES**
- MY HORSE HAS FOUR SHOES AND I WOULD LIKE TO CONTINUE WITH SHOES**

## **VII**

### **Ownership - Coggins and Vaccinations**

Owner warrants that (s)he owns the horse and will provide prior to the time of delivery, proof of a negative coggins test dated less than one year from the time of delivery. In the absence of such Certification, Serenity Retirement Boarding LLC will, without further consultation, cause the necessary test to be performed and Certificate issued, and billed to the Owner's account.

Owner acknowledges that within three (3) days of boarding the horse a Certificate of vaccination and health will be delivered to Serenity Retirement Boarding LLC. In the absence of such a Certificate, Serenity Retirement Boarding LLC will cause the necessary vaccinations to be performed and the corresponding Certificates issued and billed to the Owner's account.

## **VIII**

### **Right of Lien**

Owner through this agreement expressly submits itself to the Virginia code governing stableman's liens; wherein,

*“Every keeper of a livery stable and every person pasturing or keeping any horse shall automatically have a lien upon such horse for the amount which may be due him for keeping, supporting and care thereof, until such amount is paid. Any animal not claimed by its owner from a boarding establishment within fourteen days after a letter of notice has been sent to the owner, by the boarding stable, may be sold by the boarding establishment. The animal may be sold at a public or private sale for fair compensation to a person capable of providing care consistent with this chapter”*

## **IX**

It is agreed by the parties hereto that this agreement will be governed by the Laws of the State of Virginia and they hereby submit themselves to the jurisdiction of the courts of Virginia. Should any dispute arise between the parties that cannot be resolved between them, they hereby agree to submit the dispute to binding arbitration, to be resolved in accordance with the rules of the American Arbitration Association as they may now exist or as they may be amended in the future.

## **X**

### **Notice**

Owner agrees to give Serenity Retirement Boarding LLC thirty (30) days' notice to terminate this agreement. The Owner cannot assign this agreement unless Serenity Retirement Boarding LLC agrees in writing.

## **XI**

### **Rules**

Observe and comply with all the Rules established by Serenity Retirement Boarding LLC as may be modified from time to time without prior notice to the Owner. Ensure that each family member or guest at the FACILITY is familiar with and adheres to said Rules.

**XII**  
**Students/Vacations**

If Horse is being removed from Serenity Retirement Boarding LLC for a short term, such as Christmas or summer vacation, a \$300 monthly fee will be charged to cover costs while the space is being held for Horse.

Owner and Serenity Retirement Boarding LLC having agreed to the terms and conditions of this agreement, in witness whereof they set forth their hand and seal:

**HORSE OWNER**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone (Home) \_\_\_\_\_

(Work) \_\_\_\_\_

(Cell) \_\_\_\_\_

Email \_\_\_\_\_

**Serenity Retirement Boarding**

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

