PK FARM, LLC, DBA STILL RIDGE FARM, PASTURE BOARDING CONTRACT

This contract is entered into on	(date) between PK Farm, LLC, a Virginia limited	liability company d/b/a Still Ridge Farm
(hereafter referred to as "Farm"), located at 13318	Blanton Road, Ashland, Virginia 23005, and	(name)
Owner of Horse (hereafter referred to as "Owner"),	who resides at	(address)
Horse(s) name:		

Owner warrants that he/she is the sole owner of the above-named horse and that there are no liens against said horse(s), express or implied by law. If the boarded horse is co-owned, the identity of the co-owner is ______, whose signature also appears at a signatory to this contract.

This contract shall remain valid and in full force and effect as of the above date going forward, until terminated by either party in writing, according to the provisions of this document.

Fees

In consideration of the sum of \$375 per horse, paid by the Owner in advance on the 1st day of each month, Farm agrees to board the herein described horse(s) at Still Ridge Farm on a month to month basis, commencing ______(date). Partial month's board fees shall be paid on a pro-rata basis based on the number of days boarded.

There will be a \$25 late fee due for all board payments made after the first day of each month. Payment made after the fifth day of each month will have an additional fee of \$100 added to that month's board. In the event that a payment is returned or dishonored, there will be a \$25 fee charged and all future payments must be made with guaranteed funds (cash, cashier's check, or money order).

Services

In addition to normal and reasonable care and handling to maintain the health and well-being of the horse(s), Pasture board shall include the following:

Up to 3lbs of grain will be fed daily. Owner will assume additional cost if requesting more than 3lbs of grain daily.

If Owner wishes to provide another type of grain, Farm will feed at no extra cost; however, the feed cost will not be deducted from the monthly board amount due. Supplements provided by Owner will be fed at no additional cost. In-feed medications will be administered at no extra cost.

Field assignments will be determined by Farm management. Any changes to field assignments will be discussed with the Owner, but the Farm retains the right make the final decision.

Horses will be appropriately blanketed in the mornings and evenings by Farm management, provided Owners have supplied blankets. Farm will determine blanket weight based on weather conditions.

If the owner is not present to hold the horse for the farrier, the Farm will assess a hold fee of \$20. Owner is responsible for all farrier and veterinary charges rendered to their horse(s). There will be a hold fee for vet appointments if the owner is not present. The fee will be based on a \$25-per-hour labor charge and will be billed in 15 minute increments of \$6.25.

Additional Costs

Additional charges will be applied to the Owner's monthly bill for extras. Labor is billed at \$25 per hour in 15 minute increments of \$6.25. Extras include, but are not limited to, the following:

- Clean-up of barn or arenas
- Bandaging/Wrapping
- Administering medications (other than those added to feed)
- Bathing
- Grooming

Farm has the right to refuse to render extra services at their discretion.

In the event Owner's horse has to be on temporary stall rest for medical reasons or Owner requests a stall for non-medical reasons (i.e. before a show or due to weather conditions), and a stall is available, a daily charge of \$15 will be added to Owner's monthly bill. In the event Owner's horse has to be turned out in a paddock for either medical or behavioral reasons, a daily charge of \$8 will be added to Owner's monthly bill for the duration of the horse's separation. Daily stall/paddock charges do not include hay, which will be billed separately by the flake or bale, at the discretion of Farm management.

Outside trainers are welcome at the discretion of Farm management. All trainers must provide a certificate of insurance and sign a LIABILITY RELEASE AND WAIVER prior to the first session. A trainer/ring fee of \$10 per session will be charged to the Owner. Owner may pay trainer/ring fee at time of session, or may opt to have the fee(s) added to the monthly board bill.

Coggins Test/Vaccinations

Prior to horse's arrival and as a condition precedent to boarding, Owner must provide a current negative Coggins Test for their horse. Owner must also provide proof of vaccinations. The farm will post vaccination schedule as recommended by a licensed veterinarian. Owners are responsible for ensuring their horses are properly vaccinated. Failure to do so may result in termination.

De-Worming and Shoeing

The farm will do mandatory fecal tests for worming unless other arrangements are made with Owner in advance. Test results will determine the type of de-wormer to be used and the frequency of administering said de-wormer. Owner is responsible for the cost of the fecal test and the de-worming product.

Owner is required to obtain farrier care at no more than 8 week intervals. Should the Owner fail to provide such services, the Farm can do so at their discretion and bill the Owner.

Emergency Care

Each Owner will keep a current **Boarding Information Sheet** on file with the Farm. This sheet will contain emergency contact instructions and important horse health information. In the event of a medical emergency, the Farm will attempt to contact the Owner or their designee for instructions; however, if those identified cannot be reached, the Farm has the right to seek emergency veterinary care by the licensed veterinarian listed on the Boarding Information Sheet. If that veterinarian is unable to respond for any reason, the Farm has the right to contact a licensed veterinarian of their choice. The Owner agrees to be responsible for all reasonable emergency charges up to a limit of \$1000. and must have a credit card on file with the veterinarian. The Farm will not be liable for any veterinarian fees.

Property Damage

Farm will not be responsible for loss of or damage to Owner's personal property, regardless of cause. Property left at the Farm is the sole responsibility of the Owner. Owners are responsible for all property damage to Farm beyond normal wear and tear, caused by them, their horses, or guests. This includes the cost of all materials and any labor charges for necessary repairs. Example: if Owner's horse jumps out of field/paddock and damages fencing, the Owner will be responsible for paying for any boards/posts/wire, etc. as well as the cost of labor for repairing said damages.

Barn Rules

Owner acknowledges receipt and understanding of current **Barn Rules** (Addendum #1) which are incorporated herein for reference. Owner agrees that his/her guests (including trainers) will abide by these rules and Owner accepts responsibility for the conduct of his/her guests while they are on Farm Property. ALL guests must sign a LIABILITY RELEASE AND WAIVER upon entry to the property, regardless of whether they intend to ride.

Included in the Barn Rules is the requirement that all riders must wear approved ASTM helmets for all mounted activities. Should the Owner elect to waive that requirement, Owner must initial here: ______ and agree that OWNER ASSUMES ALL RISK OF LOSS OR PERSONAL INJURY RESULTING FROM THEIR FAILURE TO WEAR THE PROPER HEADGEAR AND WILL HOLD THE FARM HARMLESS FOR ANY AND ALL SUCH INJURIES, INCLUDING DEATH THEREFROM.

Farm reserves the right to revise these rules as needed and will give the Owner 30 days' written notice of any changes. Failure to abide by Farm rules as determined by Farm management may result in Farm declaring Owner in default and result in immediate termination of this contract.

Default

Either party may terminate this contract for failure of the other party to meet any material terms, conditions and/or provisions contained herein, including, but not limited to Barn Rules. Farm agrees to give the Owner 14 days to remove their horse(s) from the Farm premises. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due the Farm under this contract shall be due immediately in the event of termination. Board payments will not be refunded if termination occurs before month's end. Horse(s) may not be removed from the property until Farm receives payment in full. Farm will have a lien on horses in its possession for all unpaid fees in accordance with Virginia law. If Farm terminates this contract and horses or other property are still on Farm premises after termination, Farm will enforce its lien in accordance with Virginia law.

Termination

Owner agrees to give 30 days' written notice to Farm of their intent to terminate this contract. Farm agrees to give owner 30 days' written notice of their intent to terminate this contract where no material breach of the contract has occurred. In the event of an emergency or if the horse displays dangerous/destructive tendencies, or the Owner is in violation of Barn Rules, the Farm has the right to immediately terminate this contract. Owner is responsible for full/partial payment from the date notice is given, to the end of the 30 days, whether or not the horse(s) remain on Farm property for the full 30 days. If Owner is asked to leave for any reason by Farm management, no refunds will be given on board already paid for the current month.

Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this contract, the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably, before either party resorts to legal action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall commence within 45 days of such disagreement or the request of either party to mediate. In the event that the parties are unable to successfully resolve said dispute through mediation, each will retain their rights to pursue legal action in accordance with the laws of the Commonwealth of Virginia.

EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS.

Owner acknowledges receipt of a copy of the Virginia Equine Activity Statute 3.1-796.130 through 3.1-796.133, attached herein as Addendum #3 and initialed by Owner.

Owner further acknowledges receipt of the EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS, also attached herein as Addendum #2 and initialed by Owner.

Both of the aforesaid documents are incorporated herein and made a part of this Boarding Contract.

Signed _____(date) by:

Horse Owner's Signature

Print name

PK Farm, LLC d/b/a Still Ridge Farm 13318 Blanton Road Ashland, VA 23005 804-357-9828

Addendum #1 Still Ridge Barn Rules

- 1. No smoking, drinking of alcohol, or profanity on Farm property. No pets are allowed on Farm property.
- 2. Please park only in designated parking areas. Do not park on residence blacktop or on gravel where there are no concrete markers.
- 3. DO NOT walk horses across residence blacktop; use gravel driveways and grass areas only.
- 4. DO NOT load/unload or park horse trailers in front of residence or parking area. Horse trailers are permitted only on the grass by the pond field shelter and the main gates to the pond field. If you are unsure of where to load/unload your horse, please ask Pam, Doug, or Cathy Jo.
- Barn aisles are to be kept clear of tack and grooming supplies. If you put something down, please be sure to return it to its proper place before leaving. Any items not put away will be placed in the Lost & Found, where they will be allowed to remain for 30 days before disposal.
- 6. Always remove manure upon exiting indoor/outdoor arenas or round pen. Manure must also be removed from any unfenced areas on the property. Manure should be placed in muck buckets.
- All dirt must be swept up in barn aisles after horse is returned to field/stall and disposed of in muck buckets or trash cans. Do not sweep dirt into indoor arena or into graveled areas. All trash (drink bottles, food wrappers, bags, etc.) should be placed in trash cans, not in muck buckets.
- 8. Children under the age of 18 must be supervised by parent/guardian at all times unless an exception is made by barn management.
- 9. Children under the age of 18 are not permitted to enter the fields or paddocks unless barn management makes an exception. Minor children must wait outside the field or paddock while a parent or guardian retrieves the horse.
- 10. Please maintain a speed of 5mph when entering or exiting the property for the safety of all animals and humans on the property.
- 11. Visiting horses are not allowed inside the stable stalls.
- 12. Please observe and respect barn hours as the owners live on the property. Barn hours are from 6am to 9pm daily, unless otherwise noted by management.
- 13. If you turn on lights, please turn them off when you are finished.
- 14. Please keep door to barn kitchen closed at all times since this area is climate-controlled. No animals are allowed in kitchen.
- 15. Boarders may keep food and drinks in the barn kitchen fridge. Vet supplies that require refrigeration may be stored in fridge ONLY IF LABELED. Farm will not be responsible for any items missing from the kitchen or barn areas.
- 16. Visitors must sign a liability release form before engaging in any activity on the Farm. No visitors are allowed in stalls at any time. Boarders may retrieve their horse from stall and properly secure it for visitors.
- 17. Boarders may not handle any horse other than their own or one they have leased unless they have permission from the horse owner or barn management.
- 18. DO NOT feed your horse grain. If you feel that your equine's rations need to be increased, please discuss it with barn management. Giving your horse extra grain outside of feeding time can result in colic.
- 19. DO NOT handle feed or hay for any reason. It has been placed in assigned areas and amounts and portions have been carefully calculated to provide each equine with what it needs.
- 20. DO NOT take food or hay off Farm (i.e. for shows or other events off property). Should you need feed/hay to take with you, please speak with barn management. Extras can be included on monthly bill.
- 21. DO NOT give treats to any equine other than your own unless written permission from owner(s) is on file with barn management.
- 22. ALWAYS wear proper safety equipment when riding (i.e. helmets and appropriate footwear).
- 23. All riding must remain confined to Still Ridge property and the 100 acres designated for trail riding behind the pond field. Riding along the driveway, Blanton Road, or on any neighboring property is prohibited. Still Ridge will not be held accountable for injury, accident, or death resulting from a failure to stay on proper trails, fields, or rings. Farm will also not be held accountable for fines and/or jail terms that result from trespassing on posted or non-posted properties.
- 24. With the exception of the indoor arena, DO NOT mount/dismount or ride inside barns at any time.
- 25. No running or yelling in the barn, stables, or courtyard, especially when horses are present.
- 26. Bicycles and motorized vehicles are only permitted during times and in areas set by barn management.
- 27. DO NOT tie your horse with your reins. All horses must be secured in aisles with single ties or cross ties while wearing a serviceable halter. Horses may be tied with a lead rope to the hitching post only. DO NOT tie your horse by a lead rope to gates or fences.
- 28. ALWAYS use a halter and lead rope when leading your horse. NEVER lead with a halter or lead rope only.
- 29. Always check tack before riding.
- 30. All injuries, accident, or damages MUST be brought to the barn management's attention immediately. Any unreported incidents will be the boarder's responsibility.
- 31. Use of all arenas is first-come, first-serve, unless a boarder has a private lesson and has notified barn management. Riders who can't control their horse may be asked to leave the arena by barn management.
- 32. DO NOT stand on, climb over, or go under gates or fences anywhere on the property.
- 33. All gates must be properly secured upon exiting or entering the arenas, round pens, paddocks, and fields.

By signing below, I acknowledge that I have received, read, and understand the Barn Rules.

Signature: ____

Date: _____

STILL RIDGE, ADDENDUM #2 EQUINE LIABILITY RELEASE WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

This Equine Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("The Agreement") is hereby given by the undersigned to PK Farm LLC d/b/a Still Ridge Farm ("The Sponsors"), Ashland, VA and provides as follows:

In consideration for the opportunities provided by the Sponsors to the undersigned ('The Participant) (including any minor on whose behalf the undersigned signs this agreement) for the enjoyment of equine activities as Participant, the Participant, including any minor Participant for whom he signs this Agreement, hereby agrees as follows:

This Agreement is given in part under the **VIRGINIA EQUINE ACTIVITY LIABILITY ACT** (code of Virginia, Section 3.1-796.130 et seq.) as it may now provide or be hereafter amended ("the Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the Sponsors the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded to the Sponsors by the Act and by general law.

All pronouns shall be construed to include the masculine, feminine or neuter, as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.

The Participant hereby acknowledges that he has full and complete notice and understanding of the Act and the intrinsic dangers of equine activities that may cause, contribute to or result in the death or personal injury of the participant or damage to the Participant's property ("the Risks"). These risks include, but are not limited to:

- i. the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them;
- ii. the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals;
- iii. certain hazards such as surface and subsurface conditions;
- iv. collisions with other animals or objects; and
- v. the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

The Participant hereby releases and waives all rights which he may have or hereafter have against the Sponsor, their managers, landowners, employees and assigns for death, personal injury or property damage which is in any way associated with the Risks; he does hereby waive his right to sue or to bring any action against the Sponsor and those mentioned above, in connection therewith; he agrees to indemnify and defend the Sponsor and those mentioned above from and to hold the Sponsor and those mentioned above harmless against any such suit or action; including reimbursement of legal fees associated with the defense of any claim, and he hereby expressly assumes all risks and dangers of death, personal injury and property damage that are in any way associated with the Risks enumerated above.

The Participant hereby authorizes and consents to any emergency medical care that may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.

To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of the Agreement shall continue in full force and effect.

Except as provided in section 3.1-796.133 of the Code of Virginia, an equine activity sponsor, an equine professional, or any other person, which shall include a partnership, or limited liability company, shall not be liable for an injury or death of a participant resulting from the intrinsic dangers of equine activities and except as provided in section 3.1-796.133, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant and the undersigned. It is understood that the laws of the Commonwealth of Virginia apply to this Agreement.

The undersigned has fully read and fully understands the foregoing equine liability release, waiver of right to sue and assumption of all risks, has consulted and relied upon his own advisors on all questions in connection therewith, and has not relied upon the Sponsor or any Owner for any advice or explanation in connection therewith.

I have received, read and understand the Equine Liability Release, Waiver of Right to Sue and Assumption of All Risks:

Signature: _

Date:

Equine Activity Statute

State of Virginia

CODE OF VIRGINIA TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT

Va. Code Ann. § 3.1-796.130 (1991)

§ 3.1-796.130. Definitions

As used in this chapter, unless the context requires a different meaning:

"Engages in an equine activity" means (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoof care including, but not limited to, placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit sponsors, organizes, or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

"Equine professional" means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

"Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.1-796.131. Horse racing excluded

The provisions of this chapter shall not apply to horse racing, as that term is defined by s 59.1-365.

§ 3.1-796.132. Liability limited; liability actions prohibited

A. Except as provided in § 3.1-796.133, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.1-796.133, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in § 3.1-796.133, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

§ 3.1-796.133. Liability of equine activity sponsors, equine professionals

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who:

- 1. Intentionally injures the participant;
- Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.1-796.132; or
- 3. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

HISTORY: 1991, c. 358. amendments enacted on March 22, 2003

I have read Addendum #3, Virginia Equine Liability Statute, in its entirety and understood its content.

Owner's Initials

Owner's Name (print)

STILL RIDGE FARM BOARDING INFORMATION SHEET

Owner Information

Owner Name:		Email:	
Address:			
Phone (main):	Type (home, cell, etc.):	Phone (alternate):	Type (home, cell, etc.):
Emergency contact name:		Relationship to owner:	
Phone (main):	Type (home, cell, etc.):	Phone (alternate):	Type (home, cell, etc.):
Are any outside people allowed to handle you	Ir horse? □YES □I	NO	
If yes, please list their names:			

Trainer/Lessons

Do you take lessons?	If YES, how often?	If YES, where?	
□YES □NO			
Trainer's name:	Trainer's phone number:	Trainer's email:	

Horse information

Horse's name:		Barn name:	
Breed:	Age:	Color:	Height:
Gender:	If gelded, at what age?	Was horse ever used as a stud?	
Registration #/Tattoo:		Markings:	
Is horse insured? □YES □NO	If YES, Company:	Policy #:	Toll free # for claims reporting:

Diet

Type of grain:	Amount daily:
	i inouni dany.
Supplements/Medications:	
Special feeding instructions:	
Is your horse allowed to have treats?	Restrictions:

<u>Care</u>

Care			
Any known allergies:			
Any known vices (including stal	I behavior such as cribbing, weaving	, wood chewing, s	tall kicking, etc.):
Turnout instructions/restrictions			
Special blanketing instructions:			
			-
Veterinarian:	Phone:		Do they have your instructions in case of an emergency?
Farrier:		Phone:	-

Anything else you'd like us to know about your horse?