

Liberty Hall Plantation

BOARDING CONTRACT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated, made by and between the following parties:

Liberty Hall Plantation LLC
15191 Montanus Drive #308
Culpeper, VA 22701

hereinafter referred to as "LIBERTY HALL", and

Horse Owner(s) - _____

Physical Address - _____

Mailing Address - _____

Email Address(s) - _____

Regular & Emergency
Contact Number(s) - _____

hereinafter referred to as "OWNER."

These parties warrant that they have the right to enter into this AGREEMENT.

DESCRIPTION OF HORSE(S)

Name	Age	Color/ Markings	Sex	Breed	Discipline	Est. Value

Equine Insurance Carrier: _____

Policy Number _____

Contact Phone Number _____

Other Insurance Carrier: _____

Policy Number _____

Contact Phone Number _____

Board Start Date: _____

End Date (if known): _____

_____ Stall Boarding
(see stall board addendum attached)

_____ Field Boarding
(see field board addendum attached)

Total Due Prior to Move in: \$ _____ by _____ date

Monthly Payment \$ _____ is due on the 1st day of _____ and each month therefore for the remaining TERM.

A. FEES and TERMS:

1. OWNER agrees to pay \$ _____ in advance of the 1st day of each month for the TERM of _____ months.
 - i. As a curtesy, LIBERTY HALL extends a five (5) day grace period, however may rescind curtesy, with notice to OWNER, if abused as determined by LIBERTY HALL's sole discretion.
2. LATE FEES on any balance due will be assessed penalty of 20% APR interest after expiration of the grace period.
3. LIBERTY HALL agrees to fix boarding rates as listed on this agreement for the TERM as specified, OWNER understands that rate changes may occur upon renewal or renegotiation of this agreement.
4. OWNER agrees that the FIRST and LAST month's board will be due at signing. First month's board will be pro-rated if beginning after the 1st day of the month.
5. OWNER agrees and understands that they may not remove their property from LIBERTY HALL prior to settling all balances and fees.
6. OTHER FEES: LIBERTY HALL has a published schedule of other fees including daily boarding, medical care, special grooming or services, and additional feeds.

Note: Boarders are responsible for notifying management if horses are going to shows, trips, etc. Expected time and date of return is to be conveyed to management. No refunds or discounts will be given for time spent away from barn for such events. Management will also reserve the right to determine whether a horse(s) returning from outside activities will need to be quarantined.

B. VACCINATIONS/WORMING

1. OWNER agrees to provide full, complete and current information on the attached HORSE HEALTH RECORD AND AUTHORIZATION.
2. OWNERS agrees to provide a current, negative Coggins test, EWNT/WNV, FLU RHINO, RABIES for each horse prior to bringing them onto the LIBERTY HALL.
3. OWNER agrees to provide written statement of their worming schedule with proof of adherence OR OWNER agrees to follow LIBERTY HALL's recommended worming schedule. (addendum attached)

C. RISK OF LOSS

1. OWNER agrees that LIBERTY HALL shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by OWNER's horse or other property while kept in LIBERTY HALL premises or care. This includes, but is not limited to, any personal injury or disability the horse may receive while of LIBERTY HALL's premises.
2. OWNER fully understands and hereby acknowledges that LIBERTY HALL does not carry any insurance on any property or horse(s) not owned by LIBERTY HALL, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality

insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the custody of LIBERTY HALL, *are to be borne by OWNER.*

D. HOLD HARMLESS

1. OWNER agrees to hold LIBERTY HALL harmless from any claim resulting from damage or injury caused by OWNER, their horse(s), pets, guests and invitees, to anyone or anything, including but not limited to legal fees and/or expenses incurred by LIBERTY HALL in defense of such claims.

E. EMERGENCY CARE

1. LIBERTY HALL agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should LIBERTY HALL determine, at its sole discretion, that medical treatment is needed for said horse(s). In the event that LIBERTY HALL is unable to contact OWNER within a reasonable time, OWNER agrees that LIBERTY HALL is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and/or by any providers of such care who are selected by LIBERTY HALL, as LIBERTY HALL determines is required for the health and well-being of said horse (s).
2. LIBERTY HALL agrees to make reasonable attempts to contact OWNER's veterinarian or other providers listed on HORSE HEALTH RECORD AND AUTHORIZATION form before seeking emergency care from other providers.
3. The cost of such care secured shall be due and payable by OWNER. **LIBERTY HALL is not responsible for any services nor for payment of any services rendered.**

F. ASSIGNMENT

1. This AGREEMENT may not be assigned by OWNER without the express written consent of LIBERTY HALL.

G. NOTICE OF TERMINATION

1. OWNER agrees that a minimum of thirty (30) days written notice shall be given to LIBERTY HALL to terminate this CONTRACT.
2. OWNER agrees that while there is no cancelation or early termination fee, ALL payments due at the time of TERMINATION must be paid IMMEDIATELY.
3. In the event OWNER intends to vacate with less than thirty (30) days written notice the OWNER will be responsible for an additional FULL month's board to be paid IMMEDIATELY upon notice of termination.
4. On the date that notice is given to TERMINATE this contract, The LAST month's board paid at signing will automatically be credited at that time. Any remaining balance for board or other fees due to LIBERTY HALL must be paid before the OWNER removes the horse from the property. In the event that any balance is due to the OWNER, a REFUND will be given on the date the OWNER and horse(s) vacate the property.

H. RIGHT OF LIEN – In Accordance with Virginia Code 43-32 & 34

1. OWNER hereby grants a lien on horse(s,) as well as any and all property stored on the premises, for all expenses incurred in the collection of board, interest, damages, and any other charges incurred in the collection of these fees.
2. OWNER is put on notice that LIBERTY HALL may enforce its lien, as provided for by VA Code 43-34 and agrees that LIBERTY HALL shall have the right, without process of law, to attach a lien to your horse(s) and property after ten (10) days of non-payment or partial payment and LIBERTY HALL can then sell horse (s) to recover its loss.
3. OWNER agrees not to remove property from the premises for any purpose until all accounts are settled in full.

I. RULES AND REGULATIONS: (attached)

1. Owner hereby acknowledges receipt and understanding of the LIBERTY HALL RULES AND REGULATIONS. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these RULES AND REGULATIONS, and accepts responsibility for the conduct of his guests and invitees.

J. Special Instruction or Agreements between to LIBERTY HALL and OWNER

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE COMMONWEALTH OF VIRGINIA AND THE VIRGINIA CODE OF LAWS.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

By: _____ Date: _____

LIBERTY HALL

By: _____ Date: _____

OWNER